



NCBA DEPOSIT MOBILISATION CAMPAIGN 2023

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Debit Mobilisation Campaign (the '**Promotion**') organized by NCBA Bank Kenya Plc (the "**Bank**"). By participating in this Promotion, you will be deemed to have read, understood and agreed to be bound by all the terms and conditions below.

1.0 Definitions

- 1.1. "**Account**" means any type of Current Account and Savings Account (CASA) or Fixed Deposits Account established and operated between the Bank and the Customer;
- 1.2. "**Bank**" means NCBA Bank Kenya PLC.
- 1.3. "**Currency**" means Kenyan Shilling (KES) and US Dollars (USD);
- 1.4. "**Customer**" means any person, firm, partnership or corporate body, and where the context permits, "Customer" shall include his personal representatives, subscriber to NCBA NOW, excluding NCBA Group Staff and their immediate families and, subsidiary customers.
- 1.5. "**Draw**" refers to the lucky Weekly, or Grand Draw Customer entries to be conducted by

the Bank in accordance with these terms and conditions.

- 1.6. "**Eligible Transaction**" means a qualifying entry as defined in clause 3.0;
- 1.7. "**Entry**" refers to one (1) chance to win a Draw.
- 1.8. "**Grand Prize**" refers to an NCBA package awarding Grand Draws as detailed in Clause 5
- 1.9. "**Grand Prize Winner**" means a Customer who is a winner of the Grand Prize.
- 1.10. "**New to Bank Customer**" means any new NCBA Customer who opens a new Eligible Account during the Promotional Period;
- 1.11. "**Prize**" refers to the Grand Prize and/or the Weekly Prize for qualifying Eligible transactions during the promotion period.

2.0 Promotion Period

The promotion will run for **3 months** from the start date of the campaign (the "**Promotion Period**").

3.0 Eligibility

- 3.1 To be eligible to participate in this promotion;
 - 3.1.1 You must be a New to Bank Customer opening new Accounts (current, savings or both) and/or a term deposit Account
 - 3.1.2 You are an existing Customer who will grow their Account portfolio by a minimum of Kes 100,000
- 3.2 To enter into the Draw, you must:

As a New to Bank Customer:

 - i) Open an Account, with a minimum balance of KES. 5,000 or its equivalent in USD in an NCBA Branch. This new Account must maintain the minimum balance of Kes. 5,000 in the account for minimum period of 1 month; and/or
- ii) Open a Fixed Deposit Account in an NCBA Branch for Term Deposits with a minimum deposit of KES. 100,000 or its equivalent in USD, for a minimum tenure of six (6) months. The fixed deposit rates shall be as the campaign rates in the annexure;
- 3.3 Entries for the Draw shall be awarded on a weekly basis as shall be determined by the Bank for qualifying Eligible Transactions completed during the Promotion Period.
- 3.4 Grand Draws shall be awarded on the last day of the promotion period for qualifying Eligible Transactions completed during the Promotion period.
- 3.5 For New to Bank Customers category who qualify for the Weekly Draws, there will be a random selection of 8 winners from the new accounts opened and the number of Entries per Customer will be based on multiples of Kes. 5,000/- capped at 20 entries per Customer for each Draw.
- 3.6 For the existing Customers category, the Draw for Eligible Transactions will be carried



out every 2 weeks. There will be a random selection of 1 Winner every two (2) weeks and the number of Entries per Customer will be based on multiples of Kes 100,000 capped at 10 Entries per Customer for each Draw.

- 3.7 For the Grand Prize category, qualification for the Draw will be based on the amounts and tenures in a Customer's term deposit Account. There will be a random selection of Customers with the highest term deposits and with the longest tenures during the Promotion Period.
- 3.8 Each Customer may only win one (1) Prize, notwithstanding that he/she is drawn more than 1 time during the Draw. Only the first

4.0 Winner Selection

- 4.1 Winners will be notified immediately the Draw has been done.
- 4.2 The list of winners will be contacted by the Bank's contact center to collect their prizes from the nearest NCBA Branch.
- 4.3 Lucky Winners will be selected randomly from a pool of Eligible Participants using a computerized system by the Bank in the presence of a representative from the Betting and Licensing Board Kenya (BCLB).
- 4.4 This Promotion shall have three (3) types of Draws as follows: -
 - 4.4.1 Weekly Draw - New to Bank Customer weekly Prizes awarded to eight (8) winners;
 - 4.4.2 Bi-Weekly Draw – Existing Bank Customer portfolio growth bi-weekly Prizes awarded to one (1) winner every two weeks during the promotion
 - 4.4.3 Grand Draw - Grand Prizes awarded to three (3) winners;

5 The Prizes

- 5.1. New to Bank Customer weekly prizes
 - For first (1st) place winners- Kes. 100,000
 - For second (2nd) place winners- Kes. 50,000
 - For third (3rd) place winners- Kes. 20,000

3.9 draw per Customer will be valid for the Draw, and any subsequent drawings of the same Customer for that Draw will be disregarded.

3.10 The Promotion is not available to NCBA Staff and their immediate families and NCBA subsidiary customers. ("The Restricted Groups of Persons").

3.11 Only Eligible Transactions posted to the Customer's statement of account shall constitute proof for the purposes of the Draw and awarding of Entries.

3.12 Eligible Transactions for this Promotion are based on the account opening and new deposit dates during the Promotion Period to be eligible for the Draw.

5.2. Existing Customers portfolio growth bi-weekly Prizes

- KES. 500,000 for portfolio growth in multiples of KES. 100,000

5.3. Grand Prizes (Cash prizes)

- Number 1 cash prize winner- Kes. 1,000,000
- Number 2 cash prize winner- Kes. 500,000
- Number 3 cash prize winner- Kes. 250,000

5.4. The cash prizes shall be taxed accordingly and relevant fees remitted by the Bank. The net amounts shall then be disbursed to the respective lucky winners' accounts held by the Bank. The Grand Prize funds will be placed in new fixed deposits for a period of three (3) months, at Bank's rates, upon which the Customer will access the funds upon maturity.

6 Prize notification.

6.1 The winners will be notified by the Bank within two (2) Business Days of the draw via telephone number **0711056444** from the Bank's contact centre ("Notification Date").

6.2 Winner(s) shall be contacted through their NCBA account telephone numbers as held in the Bank's records.

6.3 Winners must claim their prizes within five (5) days of the notification Date, failure of which the prize(s) shall be forfeited without notice. Any and all expenses and/or costs incurred for such



attendance shall be borne by the Winner. The Bank reserves the right to select and award the prize(s) to another participant without any further reference to the winner who shall have no claims against the bank.

- 6.4 Each lucky winner will be required to produce the original national Identity Card in order to collect/claim the prize.
- 6.5 The eligible participant must be in good financial standing with NCBA at the time the draws are conducted otherwise the prizes may be forfeited without further notice.
- 6.6 Each prize winner will be required to declare or affirm in the relevant form of discharge that they do not belong to any of the Restricted Groups of Persons. In the event that a winner is subsequently found to belong to a Restricted Group of Persons, the prize shall be automatically forfeited.

7 Other Terms and Conditions

- 7.1 The Customer must be in good standing (the account must not be closed, delinquent, suspended, or terminated) as determined by the Bank in its sole discretion. In the event that a declared winner's Account is not in good standing for any reason whatsoever, the Bank reserves the sole right and discretion to cancel and withdraw the prize and select another participant and the canceled winner shall have no further claim against the Bank.
- 7.2 A Winner is not entitled to any payment or compensation from the Bank should the Winner be disqualified or the Prize be canceled or forfeited for whatever reason;
- 7.3 Any disputes that may arise must be forwarded to NCBA within 7 days from the draw date for resolution. NCBA decision shall be final and conclusive.
- 7.4 The Prizes under this promotion are non-transferable, non-exchangeable and non-cash or other alternative shall be offered for the prize.
- 7.5 These terms shall not derogate, but shall be supplemental and additional to the Bank's General Terms and Conditions governing the relationship between the Bank and the Customer with respect to the NCBA Account.

- 7.6 The Promotion and the availability of the Prizes shall be subject to usual Force Majeure events and on occurrence of such event, the offer may be withdrawn at the discretion of the Bank
- 7.7 The Customer will be deemed to have read, understood and agreed to be bound by these terms and conditions, the terms and conditions governing their specific account.
- 7.8 To the maximum extent permitted by law, the Bank is under no circumstances liable to the Customer or any third party (whether for damages, loss, refund or otherwise) for:
 - 7.8.1 Any cancellation, suspension, delay, postponement or material change of the Draw or overall Rewards system (or any part thereof) for any reason, or;
 - 7.8.2 Any failure or inability by a declared Winner to enjoy the benefit of the prize (or any part thereof) for any reason;
- 7.9 By accepting the prize, you will be deemed to have granted the Bank and its subsidiaries the right to use and publish their names and pictures in such media as the Bank may choose for advertising, promotional or public relations purposes (including but not limited to the internet) without additional payment, consideration or prior approval.
- 7.10 The Bank shall not be liable for any loss or damage whatsoever or for personal injury which is suffered or sustained as a result of accepting the prizes.
- 7.11 The Bank reserves the right to vary, extend and/or cancel the Promotion or amend these terms and conditions at any time. Any benefit of promotional offer is subject to availability and the Bank may change such offer at its discretion from time to time without notice to you.
- 7.12 The Bank reserves the right to at any time disqualify the winner and/or withdraw any prize awarded (and to select an alternative winner) if the Bank is or becomes aware or has reasonable grounds to believe that a winner is not eligible, has been canvassing or has breached any of these terms and conditions.
- 7.13 **Winners shall accept the Prize "as is".** You acknowledge and accept that the Bank is not the supplier of the Prizes. The Bank shall not bear



any liability for the Prizes including without limitation to their quality, the supply, the descriptions, any false description, misstatement, omission, misrepresentation of the prizes as provided by a third-party supplier.

7.14 No warranty or guarantee as to the product (s) or services offered/ or provided by the suppliers, establishments or service providers is given by the Bank in relation to the Promotion. The Bank shall not be liable or responsible for any loss or

damage or injury suffered or sustained to person or property (including but not limited to consequential loss) by reason of any act or omission by the Bank or its staff or agents in connection with this Promotion.

7.15 The Promotion and these terms and conditions in relation to the Promotion will be governed by Kenyan law and subject to the exclusive jurisdiction of the Kenyan courts.

NCBA is regulated by the Central Bank of Kenya.

ANNEX A- CAMPAIGN FIXED DEPOSIT RATES