



NCBA/VISA SWIPE & WIN OLYMPICS 2024 PARIS CARD CAMPAIGN

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the NCBA/VISA swipe and win Olympics 2024 Promotion (the 'Promotion') organized by NCBA Bank Kenya "The Bank" in partnership with Visa Inc.

Swipe for an Ultimate Dream Trip to Olympic Games Paris 2024. 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. "Bank" means NCBA Bank Kenya PLC

1.2. "Card Account" means the account maintained with the Bank in relation to the Transactions

1.3. "Card" means the personal NCBA Visa Debit Card and NCBA Visa Credit Card issued to the Cardholder and is valid and subsisting during the Promotion Period;

1.4. "Cardholder" means any individual for whose use a Card is issued by the Bank;

1.5. "Grand Prize" refers to the Olympics Games Paris 2024 Travel Package as detailed in Clause 5.1.2.

1.6. "Grand Prize Winner" means a Cardholder who is a winner of the Grand Prize.

1.7. "Eligible Transaction" means point of sale purchases made locally and/or overseas including online transactions made by the Cardholder using the Card;

1.8. "Minimum Spend Requirement" means the minimum spend of KES 3,000 per Card during the Promotion Period as specified in Clause 3.2 below; and

1.9. "Prize" refers to the Grand Prize or the Weekly Prize

2.0 Promotion Period

The promotion will run from 10th June 2024 day from 1000 hours to 18th June 2024 2359hours both dates inclusive (the "Promotion Period").

3.0 Eligibility

3.1 To be eligible to participate in this promotion, you must be a consumer ardholder of NCBA Visa Debit and/or Credit of the age 21 and above. ("Eligible participant")

3.2 To enter into the selection, you must use NCBA Visa Debit or NCBA Credit Card(s) to pay for goods and services at a Point of Sale (POS) merchant and/or make an online transaction ("eligible transactions") and spend a minimum of Kenyan Shillings Three thousand (Kes. 3,000) or the equivalent in foreign currency per selection period during the period of the promotion.

3.3 Each transaction of at least Kes 3,000 or equivalent will earn you an entry to the draw.

3.4 Approved eligible Transaction entries done throughout the selection period will apply for selection of the successful winners.

3.5 Entries earned from supplementary cards will be deemed to have been earned by the principal cardholder.



3.6 The promotion is not available to NCBA Staff and their immediate families, business Debit and Credit cardholders, and prepaid cardholders ("The restricted groups of persons").

3.7 The following transactions will not be considered ("The restricted transactions");

- ATM withdrawals or Cash advances,
- Financial charges,
- Balance transfers,
- SIP (Simple installment plans),
- Credit card annual fee and Joining fees
- Government service tax.

3.8 Active card refers to cards whose funding source is current and able to transact.

**Consumer Card refers to the card products issued under NCBA Consumer Banking segment only.

4 Winner Selection

4.1 Eligible Cardmembers will be selected based on accumulated transactions during the campaign period from 10th June 2024 to 18th June 2024 both days inclusive.

4.2 **Grand Prize Winners:**

The grand prize winner will be the **1,000th transaction entry** that will have been selected during the period between 10th June 2024 to 18th June 2024 (both days included) .

The Grand Prize Winner shall travel to Paris, France, between **28th June 2024, and 31st July 2024**. The specific dates and Olympic games to be watched shall be communicated.

4.3 Competition winners must possess a valid passport and must be eligible for international travel.

5 The Prizes

5.1 The Grand Winner Prize: -

5.1.1 The declared winner in each selection shall win a fully paid trip for two persons to Paris, France to watch the Paris Olympics games 2024.

5.1.2 The trip package shall consist of:

5.1.2.1 3 nights' Paris accommodation incl. breakfast – double occupancy.

5.1.2.2 2 Olympic event tickets per person

- 5.1.2.3 Paris metro card for transportation from airport/train and to events
- 5.1.2.4 Paris activity pass – choose 3 activities (from a choice of 33) including Seine river cruises, bike tours, visits to Paris landmarks, monuments & museums.
- 5.1.2.5 Visa Prepaid card loaded with 50 Euros.
- 5.1.2.6 Branded Paris 2024 gift
- 5.1.2.7 Dedicated hosting team onsite
- 5.1.2.8 The winners will have their travel visa application fees catered for by the Bank subject to their compliance with the relevant visa application requirements and applicable regulations..
- 5.1.3 In the event that the winner is unable to travel due to his / her unavailability or denial of a visa by the issuing Government body, the prize shall be forfeited automatically. The Bank reserves the right, at its own discretion, to select an alternative winner if and when the first winner fails to secure a valid visa or entry permit or fails to turn up for travel on the designated travel date. The Bank's determination of the Winner shall be final, conclusive and binding. No correspondence or claims relating to such determination will be allowed or considered
- 5.1.4 Winners must sign such agreements, waivers or consents as Visa may require as condition(s) for claiming the prize(s) or using the trip package.
- 5.1.5 Tickets to the Olympics Games 2024, whether awarded as a prize and/or are included as part of a promotion, must be accepted as awarded and are subject to all of the applicable terms and conditions prescribed to such tickets from time to time. Such terms and conditions are contained in the General Terms and Conditions for the Use of Tickets and the Stadium Code of Conduct
- 5.1.6 By accepting tickets as a prize and/or as part of a promotion, the winner is deemed to have accepted all of the applicable terms and conditions.
- 5.1.7 The prizes exclude;
 - 5.1.7.1 Long distance phone calls, room service, laundry, mini-bar items, loss of hotel property, damage to hotel property, or any other expenses incurred in the hotel.
 - 5.1.7.2 Personal expenses unrelated to the Prize, e.g. shopping, transportation to local sites during free time not part of the Grand Prize package, food expenses aside from scheduled meals.
 - 5.1.7.3 Accident insurance coverage.
 - 5.1.7.4 Any personal tax that may be levied on guests with respect to their receipt of the Prize or any part thereof.

6 Prize notification.



- 6.1 The winners will be notified by the Bank within two business days via telephone number **0711056444** . The Winner (s) shall be contacted through the Cardholder's telephone numbers as held in the Bank's records. If the Winner cannot be contacted within two Business Days of the win, they shall be deemed to have forfeited the prize and 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.
- 6.2 Each lucky winner will be required to produce their original national Identity Card or a valid Passport (as the case may be) together with their active Visa card in order to collect/claim the prize.
- 6.3 Once the winners have been notified, they shall be required to confirm and/or share their own and their companion's personal identification particulars with the Bank. .
- 6.4 Winners must claim their prize(s) within five (5) days of notification. Upon expiry of this period, prizes shall be forfeited without notice. Any and all expenses and/or costs incurred for such attendance shall be borne by the Winner
- 6.5 The Grand Draw Prize winners must provide the Bank with details of their nominated travel companion within 5 days of acceptance of the prize. Once nominated, the names cannot be changed and only the nominated persons will be eligible to claim the Prize
- 6.6 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.
- 6.7 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 Cardholder's Card Account must be in good standing (the Card 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 Card 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 These terms shall not derogate, but shall be supplemental and additional to the Bank's General Terms and Conditions and the Credit Card General Terms and Conditions governing relationship between the Bank and Cardholder with respect to the Card Account and the use of the NCBA Visa Card.

- 7.4 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.
- 7.5 The Cardholder 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, the terms and conditions with respect to NCBA Visa Cards, the Bank's General Terms & Conditions all accessible on the Bank's website (www.ncbagroup.com) any respective amendments or variations.
- 7.6 To the maximum extent permitted by law, the Bank is under no circumstances liable to Cardholder or any third party (whether for damages, loss, refund or otherwise) for:
- 7.6.1 Any cancellation, suspension, delay, postponement or material change (including, but not limited to, changing to no spectators, reduced spectators, domestic spectators only) of the Olympic Games (or any part thereof) for any reason, or;
- 7.6.2 Any failure or inability by a declared Winner to attend the Olympic games (or any part thereof) or enjoy the benefit of the prize (or any part thereof) for any reason.
- 7.7 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.
- 7.8 The Prizes under this promotion are non-transferable, non-exchangeable and non-cash or other alternative shall be offered for the prize.
- 1.1 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.
- 7.9 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 NCBA may change such offer at its discretion from time to time without notice to you.
- 7.10 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.
- 7.11 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.
- 7.12 No warranty or guarantee 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.

- 7.13 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.

8 Data Protection

- 8.1. By participating in this promotion, you acknowledge and agree to the collection, use and sharing of personal data by the Bank for purposes of the promotion and without further reference to or, authority from you. This data is necessary for administering the promotion, including verifying eligibility, contacting winners, arranging the prize and fulfilling legal obligations. The personal data includes names, contact details, identification details and other relevant details of you and your companion.
- 8.2. You confirm that you have obtained the explicit consent of your companion to provide their personal data for the purposes of this promotion.
- 8.3. The Bank may share names and any other personal information collected to Visa and other third parties which the Bank may in its reasonable discretion deem necessary to facilitate the redemption of the Prizes by the Winners.
- 8.4. By accepting the prize and signing the consent form, you shall be deemed to have granted the Bank and its subsidiaries the right to use and publish your 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.
- 8.5. All personal data shall be processed in accordance with the data protection requirements under the Kenya Data Protection Act and its resultant Regulations. For further information on how the Bank handles personal data and your rights on the same, kindly access our Privacy Policy at <https://ke.ncbagroup.com/privacy-policy/> or please contact us using the customer service contact information: Email- contact@ncbagroup.com Tel. +254 711 056 444/ +254 732 156 444. You may also contact us through your local branch or relationship manager.

8.1

NCBA is regulated by the Central Bank of Kenya.