

Terms and Conditions | Tusker "CHAMPIONS OF CHEERS" NATIONAL CONSUMER PROMOTION

The following terms and conditions apply exclusively to the Tusker Champions of Cheers Promotion and all participants in the Promotion are deemed to have read, understood and accepted the same;

- 1. Eligibility**
 - 1.1 This Promotion is restricted to Kenyan residents above the age of eighteen (18) years only. Proof of age shall be required prior to redemption of any prize.
 - 1.2 Employees of East African Breweries PLC Group of companies (KBL, UDV, EAML, SBL,UBL), its distributors and stockists, bar owners and bar staff, Interactive Media Services Limited, KPMG Advisory Services Limited, Scanaid Kenya Limited, Ogilvy Limited, WOWSI Technologies Limited, DENTSU Kenya, Multi Color Corporation Limited, Metal Crowns Limited, Saracem media LTD, Inter Management Group (IMG) Kenya Limited, Printpak (Sole Proprietor Multipackaging Limited), The Quollective Ltd, and any other supplier or third party directly involved with facilitation and providing services during this Promotion and their immediate families are not eligible to participate in the Promotion. Each prize winner may be required to declare or affirm in a Form of Discharge that they do not belong to any of the restricted groups of persons.
 - 1.3 Kenya Breweries Limited (KBL) in consultation with Betting Control and Licensing Board (BCLB) reserves the right to seek verification of eligibility to enter and receive a prize under these Terms & Conditions. If, in KBL's reasonable opinion, a winner is found to be ineligible, KBL reserves the right to require the return of any prize already awarded, at its sole discretion in consultation with BCLB and as such, the winner will be disqualified.
- 2. Promotion period**
 - 2.1 The campaign will run from 17th June 2024 to 3rd October 2024 ("Promotion period").
 - 2.2 KBL in conjunction with the Betting Control and Licensing Board reserves the right to change the promotion dates as it deems fit. Decisions made by KBL in consultation with BCLB shall be final and binding.
 - 2.3 The Promotion is open to all consumers who purchase any of the bottled promotional products the Tusker™ including Tusker Lager 500ml bottle, Tusker Cider 500ml bottle, Tusker Ndimu 300ml bottle, and Tusker Malt 300ml bottle.
- 3. How to participate in the promotion**
 - 3.1 To enter the promotion, consumers will be required to purchase any of the following bottled promotional products of Tusker™ including Tusker Lager 500ml bottle, Tusker Cider 500ml bottle, Tusker Ndimu 300ml bottle, Tusker Lite 300ml bottle, and Tusker Malt 300ml bottle products and check under the crown to find an 8-character alphanumeric code. This code on its own is neither a lucky number nor does it guarantee a participant anything in return. Participants will be required to key in the 8-character alphanumeric code found under the crown and send it to a mobile short code number 20770 via SMS.
 - 3.2 Each SMS will be charged at normal operator charges for all mobile network subscribers (Safaricom, Airtel & Telkom). Participants shall be solely responsible for the content keyed into each SMS sent in connection with this Promotion and KBL shall not be liable in any manner in relation to any SMS sent in error or by mistake by the participant in connection with this Promotion. On entry into the Promotion, a participant will be required to register by confirming that he/she is above the age of 18 years in line with legal and regulatory requirements and that he/she consents to the collection, processing and storage of personal data for the purposes of this Promotion.
 - 3.3 Failure by a participant to submit 'affirmative' responses to the questions in 3.4 above when prompted will result in non-validation of the entry. A participant will be required to complete the registration process to participate in the Promotion.
 - 3.4 Each valid SMS submission grants the participant entry into a daily, weekly or monthly draw. Participants may submit a maximum of three valid SMS entries per day. A participant's mobile phone number shall only submit a maximum of Twenty-one valid entries weekly. Any additional entries beyond the maximum entries will not be eligible.
 - 3.5 All participants will be eligible to win daily prizes once a week, calculated from the date of participation, in the Promotion period.
 - 3.6 All participants will be eligible to win weekly prizes once a month through the Promotion period.
 - 3.7 All participants will be eligible to win either of the monthly prizes once through the Promotion period.
 - 3.8 In the event that a participant composes a blank text message, a guessed code or mistyped 8-character alphanumeric code under the crown, the participant will receive a regret message saying the 8-character alphanumeric code under the crown is invalid.
 - 3.9 In the event that a participant composes a text message or sends an 8-character alphanumeric code under the crown that has already been sent to the short code for the Promotion, the participant will receive a regret message saying the code has already been used.
 - 3.10 A registered participant in the Promotion has an option of sending a personalised SMS message to the Kenya Olympics team by sending "CHEERS" followed by their message to the short code 20770. This message will be charged at normal operator charges for all mobile network subscribers (Safaricom, Airtel & Telkom).
 - 3.11 The personalised message does not guarantee a participant a chance to win any of the prizes in this Promotion. It shall not serve as an entry mechanic to the Promotion.
 - 3.12 Subject to sections 4 & 9 of these terms and conditions, all participants who successfully register to participate in this Promotion will be deemed to be eligible to participate in random daily, weekly or monthly draws.
- 4. Opting out of the Promotion**
 - 4.1 Participants can opt out of the Promotion by sending the SMS 'STOP' to 20770. You will receive a message confirming that you have been de-registered from the promotion. Upon deregistration, you will not be eligible to win prizes in the Promotion.
 - 4.2 If an individual decides to participate in the Promotion after opting out, they will be required to re-register, subject to the Promotion duration.
- 5. Prizes**
 - 5.1 By entering the Promotion, participants stand a chance to win:
 - a) 4,000 daily winners of Kes 50 instant airtime,
 - b) 1,000 daily winners of Kes 300 instant cash via mobile money,
 - c) 700 weekly winners of Kes 1,500 electronic voucher of a 6pack of Tusker Lager 500ml Can,
 - d) 10 monthly winners of Kes 150,000 worth of a home entertainment kitty (Comprising of a TV worth Kes 120,000 and a TV subscription service up to Kes 30,000 from authorised dealers),
 - e) 5 monthly winners of Amazing Kenyan Travel Experience organised by Charleston Travel Limited trading under FCM - Flight Centre Management to one of the select destinations in Mombasa, Amboseli or Nanyuki, valued at Kes 400,000 (Comprising of an Expense kitty worth Kes 300,000 and a Kes 100,000 cash stipend).
 - 5.2 Prizes are redeemable in Kenya only and are not transferable. All in kind prizes (prizes under sections 5.1. (d) and (e) above) are not redeemable in cash. Collection of the prizes under 5.1. (d) shall be made within 4 weeks and will be communicated accordingly to winners.
 - 5.3 For prizes that are uncollected, they will be reconciled and reported to BCLB every month for approval of re-draws. Upon approval the prizes will be eligible for re draws.
 - 5.4 The home entertainment kitty shall be supplied by an authorised dealer to the winner on a mutually agreed-upon date. The authorised dealer will be expected to supply a home entertainment kitty of merchantable quality and shall issue all required warranties to the winner. KBL does not give any warranties as to the quality, maintenance or any related issues in any manner whatsoever with respect to the home entertainment kitty.
 - 5.5 The cable TV subscription service is exclusive to winners of the home entertainment kitty. KBL will facilitate installation of the subscription service through authorised dealers. KBL does not give any warranties with respect to the subscription service and bears no responsibility whatsoever with respect to the subscription service.
 - 5.6 The Amazing Kenyan travel experiences will be scheduled on such dates as shall be agreed with the winners and must be redeemed within 3 months after the end of the Promotion.
 - 5.7 The Tusker Lager 500ml Can 6pack electronic vouchers will be redeemed at select nation-wide outlets that will be communicated as part of the award SMS message. Each voucher should be redeemed within 3 months of receipt. Prizes cannot be exchanged for other prizes and are non-transferable.
 - 5.8 The nature of prizes to be awarded and the number of prizes to be awarded may be varied by KBL in consultation with BCLB.
 - 5.9 All prizes are redeemable within 3 months after end date of the Promotion. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the Promotion.
 - 5.10 KBL gives no warranties on the prizes. Winners agree to accept the prizes on an "as is" basis. Subject to any applicable laws, the participants agree to indemnify KBL against any damages that anyone may suffer as a result of the prize(s) or this Promotion including consequential and economic loss or any special, indirect, incidental, consequential or any other damage whatsoever and howsoever arising out of or in connection with this Promotion. Any winning participant who does not take up the prize will be deemed to have forfeited the prize and KBL will not have any further liability on the matter.
- 6. Draws and Selection of Winners**
 - 6.1 Winners shall be selected randomly through an automated draw system. Systems and controls around the selection of the winners have been reviewed by KPMG Advisory Services Limited an independent audit firm.
 - 6.2 Winners of the Promotion will be selected randomly by the servers of Interactive Media Services Limited in the presence of BCLB, KPMG and authorised KBL staff whenever possible.
 - 6.3 KBL in consultation with BCLB may select and reserve additional reserve winners whose details will be submitted to BCLB to replace any winners whose age cannot be verified, who are unreachable, unavailable, disqualified or unable to travel for the Amazing Kenyan Travel Experience.
 - 6.4 After selection of winners is done, the decisions made on the same including reward of prizes by KBL shall be final and binding.
 - 6.5 The award of all winning prizes shall be subject to the authentication of the identity of a short-listed candidate or winner through the following proof of identification:-
 - a) Original National Identification Card; or
 - b) Original Passport.
 - 6.6 In the event that there are any taxes applicable to the prizes, KBL shall deduct the same from the prize and remit to the tax collection agency. The winners shall be presented with withholding tax certificates where applicable.
- 7. Notification of prize winners**
 - 7.1 Winners of the various prizes shall be informed in accordance with the guidelines stipulated in these terms and conditions and the decisions made on the same by KBL shall be final and binding.
 - 7.2 Daily winners will be notified via SMS from short code 20770.
 - 7.3 Weekly and monthly prize winners will be notified through a phone call via the telephone number 0721985566.
 - 7.4 KBL will make attempts every fifteen (15) minutes over a period of one (1) hour to contact the selected winners (for the Amazing Kenyan Travel Experience). If the selected winner does not answer any of the call attempts within the prescribed period and identify himself/herself, he/she will be deemed to have forfeited their chance of winning the prize and KBL will thereafter attempt to call a reserve winner's number as selected pursuant to condition 6.3. above. For the avoidance of doubt, missed calls and calls diverted to voice mail will not be deemed to have been answered for the purpose of the Promotion.
 - 7.5 Winners of cash prizes will have payment transmitted to their phone, within 96 hours, through mobile money transfer services. In the event that the owner of the phone number and the user of the phone number are distinct and subject to the provision of sufficient proof, the applicable prize shall only be awarded to the owner of the phone number and not the user of the phone number. The award of prizes for the Promotion shall be subject to the authentication of such documentation as shall be considered suitable for verification by KBL or by a selected agent including but not limited to any of the following:-
 - a) Proof of identification: original National Identification Card or original Passport within ninety-six (96) hours from the notification of winners. KBL and BCLB shall not entertain claims made after the expiry of said ninety-six (96) hours and any decision made on the same by and KBL shall be final and binding; and
 - b) Confirmation of winner details provided to KBL against the information submitted by the participant on entry into the Promotion.
 - 7.6 Participants in the Promotion must be registered with a recognized mobile money service provider in Kenya. Winners who are not registered with the designated mobile money service providers as selected by KBL for purposes of this Promotion will be required to collect their cash from the respective mobile money agents within 7 days as stipulated by the Communications Commission of Kenya regulations. Failure to do so will lead to them forfeiting their prize. The winners of the Amazing Kenyan travel experiences shall be allowed to bring along two (2) companions each. The trip shall cover logistics from and to the winners' residence and accommodation on a full board basis. The companions selected by the prize winner shall be over the age of 18 years. Where the prize winner forfeits the prize, the companions shall not be entitled to claim the prize on their behalf and neither will the companions be authorized to travel without the prize winner. Other conditions that will apply are as follows:
 - a) The trip shall not include travel insurance neither shall it cover any incidental costs incurred by the winner and/or their companions. It is the responsibility of the prize winner and his/her companions to ensure they have valid travel documents and travel insurance.
 - b) The winner will receive a one-off payment of Kes 100,000 as a stipend on the first day of the travel experience via mobile money.
 - c) The trip must be completed within three (3) months after the Promotion period or the prize will be forfeited.
 - d) Once issued, bookings are non-transferable and may not be reissued once travel has commenced.
 - e) Open bookings may not be issued.
 - f) KBL shall not be held liable for winners who fail to return to their residence.
 - g) The winners and their companions shall not engage in any conduct that would bring disrepute to KBL.
 - h) Accommodation and travel is subject to booking, accommodation and logistics (air, rail or road) availability. Once booked, any changes made to the booking may incur a cancellation fee or amendment fee, at the cost of the prize winner. The prize shall be subject to any prevailing terms and conditions of the accommodation or travel (as applicable), and in particular, health, behaviour, age and safety requirements.
 - i) No compensation will be payable if the winner is unable to use any element of the prize as stated for whatever reason, including lack of participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited.
 - j) The Amazing Kenyan Travel Experience is non-transferable, non-exchangeable and shall under no circumstances be redeemed for cash or a cash equivalent.
 - 7.7 KBL will not be liable for any delays brought about by failure of mobile telephone networks and mobile money transfer systems, failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability, or for traffic congestion or unauthorized human acts.
 - 7.8 KBL shall not accept liability where a winner for one reason or another cannot access their cash once it has been sent to them e.g. where the mobile network has suspended the recipient's account, or if they are not accessible via the mobile money service;
 - 7.9 KBL in consultation with BCLB shall re-draw for another winner to replace any selected winner whose age cannot be verified, who are unreachable, unavailable, or disqualified.
- 8. Use of personal data**
 - 8.1 By agreeing to participate in the Promotion you are deemed to have granted KBL permission to contact you for further information during the term of the Promotion, that is, between 27th May 2024 to 31st August 2024.
 - 8.2 By participating in this Promotion, you are deemed to have knowledge of and consent to the following:
 - a) The collection, processing, transfer and retention of your personal data for purposes of administering this Promotion including but not limited to use of winners' pictures for promotional purposes.
 - b) KBL may use participants' personal information for reasonable commercial purposes such as:
 - to communicate through SMS about our products, or upcoming marketing activities and those of our subsidiaries, affiliates, and/or any of their related businesses. Participants have the right to opt-out at any time from receipt of further marketing communications by writing to us or by following the opt-out guidelines on any marketing message sent to you.
 - for marketing analysis, for example, to assess trends amongst our consumers and what people are saying about our products, to evaluate the impact and effectiveness of our marketing campaigns and Promotions. You have the right to opt-out at any time from receipt of further marketing communications.
 - 8.3 KBL has put in place technical and operational measures to protect your information from unauthorised access, accidental loss, or destruction. Any disclosure of information shall be in accordance with applicable laws and regulations.
- 9. Disqualification and termination**
 - 9.1 The Promotion is offered at the sole discretion of KBL and KBL reserves the right, subject to any discretion from BCLB, to amend or vary these terms and conditions or to suspend/amend/terminate the Promotion at any time. These terms and conditions will be published on the East African Breweries PLC website at www.eabl.com and printed in the Daily Nation and The Standard newspapers.
 - 9.2 In case any of these circumstances arise, notice will be given by KBL through media advertisements. The notice will be effective immediately or on such date as shall be set out in such notifications.
 - 9.3 On termination of this Promotion for any reason, participants will be required to redeem their prizes within three (3) months after the termination date. KBL reserves the right to terminate any participant's participation in the Promotion or their registration upon:-
 - a) Detection of fraud or attempted fraud relating to the participant or their registration; or
 - b) Breach of any of these terms and conditions; or
 - c) Such circumstance as may be determined by KBL and BCLB.
 - 9.5 If participation in the Promotion is terminated under any of the circumstances set out above, the participant will lose the right to redeem his/her prize and the same out the prize will be deemed to have been forfeited. In addition, KBL reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in pursuing such action.
- 10. Other terms**
 - 10.1 This Promotion remains subject to the provisions of the Betting Lotteries and Gaming Act (Cap 131 Laws of Kenya) 1991, and all other applicable laws. Any disputes arising hereunder shall in the first instance be resolved in accordance with the aforementioned provisions.
 - 10.2 All queries and/or complaints should be directed to the Customer Care Helpline number 0721985566; available in the current business operating hours (8:AM to 5:PM).
 - 10.3 KBL upon notification and approval by BCLB, reserves the right to amend and adjust the Promotion format and timings as it deems fit.
 - 10.4 KBL, in consultation with BCLB, reserves the right to amend the Promotion prizes as it deems fit at any point in the Promotion.
 - 10.5 KBL does not require participants to send money, airtime or mobile money funds or any other consideration in order to participate or claim any prize in this Promotion, and KBL shall not be liable for any losses or other damage incurred by any person who does not heed this caution.
 - 10.6 The crowns for the Promotion have been printed by a third party, Metal Crowns Limited, and there is an expected margin of error in the printing. Although KBL has used reasonable efforts to ensure that all information and materials relating to the Promotion are accurate, KBL shall not be liable for any inaccuracy or errors in such information and/or material. KBL its agents and sub-contractors shall also not bear responsibility for any loss or damage to a participant, whether caused by self or any third party, arising from:-
 - a) matters outside the control of KBL, its agents and sub-contractors including but not limited to force majeure events such as acts of God, computer viruses, power outages, etc.
 - b) any technical failure or malfunction or any other problem with any machine, telephone network or system, service provider software or otherwise which may result in missing characters in the promotional packs, any entry being lost or not properly received, registered or recorded.
 - c) any acts of negligence by the employees of KBL, KPMG Advisory Services Limited, or any other service providers involved in this Promotion or their agents, associates, contractors and assigns.
 - d) any unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to labels and crowns.
 - e) Any award of a prize made to a person whom the participant alleges to be the wrong person; and
 - f) Reliance upon any omission, inaccurate information or statement concerning any matter whatsoever relating to the participant or to KBL, or any other matter whatsoever.
 - 10.7 All errors and/or omissions related to this Promotion and/or promotional products should be reported in writing to KBL within 7 days of discovery of the error or omission. KBL does not warrant that all errors and omissions can be resolved to the satisfaction of participants, or at all and therefore errors and omissions are exempted.
 - 10.8 KBL shall not be liable to a participant for any monetary loss or damage. Without limitation, KBL is not liable to a participant for any direct or indirect loss, damage, or expense regardless of whether the same arose from negligence, breach of contract or otherwise, and regardless of whether KBL has any control over circumstances giving rise to the claim or not.
 - 10.9 KBL excludes all liability to a participant for loss of profit, revenue, goodwill or business reputation or special, consequential, punitive, or exemplary loss or damage arising out of or in connection with the Promotion.
 - 10.10 KBL accepts no responsibility for the failure of any third parties to fulfill their contractual obligations in relation to a Promotion.
 - 10.11 The participants shall release and hold KBL free and harmless from liability excluded under these terms and conditions.
 - 10.12 Any persons attempting to make false claims shall be prosecuted. Prizes shall not be transferable to third parties, and they shall not be exchanged for other prizes.
 - 10.13 All updated Terms and Conditions shall be available for inspection on the www.eabl.com website. It is the responsibility of the participants to review these Terms and Conditions. The participant's continued participation in this Promotion shall be deemed to be the participant's acceptance of any changes to these Terms and Conditions.
 - 10.14 In the event of any inconsistency between these Terms and Conditions and any terms and conditions printed or displayed on any marketing materials published or broadcast in any media (such as but not limited to the internet, television, radio, newspaper, magazines etc.) relating to the Promotion, the terms contained in these Terms and Conditions shall prevail.
 - 10.15 If any term or provision of these Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Terms and Conditions shall not be affected.
 - 10.16 These terms and conditions are subject to interpretation by KBL, and any questions or disputes shall be resolved by KBL, and the decisions reached thereafter shall be final.

BCLB NO. 0000109