

# TUSKER “FUTURE STARS & FUTURE SPORTS eGAMES COMPETITION

## 1. Eligibility

- 1.1. This competition is restricted to Kenyan Citizens or Legal Kenyan Residents above the age of eighteen (18) years only. Proof of age and citizenship shall be required prior to redemption of any prize.
- 1.2. Employees of East African Breweries PLC including its subsidiary companies (KBL, UDV, EAML, SBL, UBL) its distributors and stockists, bar owners and bar staff, Smart Printers Limited, Interactive Media Services Limited, KPMG Advisory Services Limited, Africa Centric, NRG, Yellow Moon, Ogilvy Limited, IMG, Saracen media LTD, Isobar Limited, Competition judges, Artistes, Inter Management Group(IMG) Kenya Limited and any other supplier or third party directly involved with providing services during this competition and their immediate families are not eligible to participate in the Competition. 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') 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, in its sole discretion and as such, the winner shall be disqualified.

## 2. Competition period

- 2.2. The competition shall run from 12<sup>th</sup> March 2022 to 14<sup>th</sup> May 2022. ('Competition Period') which shall include activities on-ground at venues that shall be communicated by KBL during the period of the competition.
- 2.3. The competition is open to Kenyan Citizens or Legal Kenyan Residents above the age of eighteen (18) years.
- 2.4. KBL reserves the right to change the competition period as it deems fit. Decisions made by KBL shall be final and binding.

## 3. How to participate in the competition

- 3.1. To participate the competition, consumers will be required to register via SMS by sending their names as they appear on their national identification card and the County, they reside in to the mobile short code 29844. The costs of sending the SMS will be at normal operator charges for all mobile network providers.
- 3.2. On submission of the registration details, participants will be prompted to provide their consent for Kenya Breweries Limited to process and store personal information for purposes of administration of the competition and to confirm that they are above the age of 18 years.
- 3.3. Applications will not be processed further if a participant neglects to provide consent or confirmation of age as per clause 3.2 above. A participant will be required to complete the registration process to participate in the competition.
- 3.4. Subject to clause 3.2, Participants will be required to select the activity they wish to participate following the instructions from the 29844 SMS. This may include:
  - future sports eGaming tournament; or
  - future sounds;
- 3.5. On successful submission of an application, participants in either the future sports eGaming tournament or the future sounds category will receive a message on a participant's mobile device confirming their registration and an invitation to a venue where the competitions will held.
- 3.6. A randomised serial number will be sent to participants who have successfully registered along with the invitation to the event location. The serial number will be presented at the entrance of the venue for registration.
- 3.7. The serial number is neither a lucky nor does it accord any undue advantage to any participant nor does it promise or guarantee a participant anything in return.
- 3.8. Participants in the future sports eGaming competition Category will compete for an opportunity to win cash prizes in eGaming knockout games. The games will be played on devices which will be provided by KBL. The guidelines that guide this tournament can be accessed [via the link](#). These rules will be applied in conjunction with these terms and conditions as and where applicable.

- 3.9. Participation in the future sounds and future sports eGaming tournament categories will strictly be on an individual basis.
- 3.10. Each applicant can only register for the competition once and in one category only. In the event an applicant attempts to register more than once, they will receive an SMS notification that they have already registered.
- 3.11. In the event a participant in the future sounds or the future sports eGaming tournament is unable to attend auditions or the knockout events, the participant will be invited to attend other events in other locations which will be agreed by KBL, in accordance with the competition timelines and these terms and conditions.
- 3.12. The registration process to participate in the competitions will be open to the extent that the maximum number of applicants to be auditioned in the future sounds or the available slots in the future sports eGaming tournament categories have not been exceeded. KBL reserves the right to vary the number of applicants in each category as they deem fit.
- 3.13. Subject to clause 3.12 and sections 4 & 9 and of these terms and conditions, all interested applicants who successfully register to participate in either categories will be invited to auditions or to knockout events.

## 4. Opting out of the competition

- 4.1. A participant can opt out of the competition by sending the word 'STOP' via SMS to short code 29844.
- 4.2. If an individual decides to participate in the competition after opting out, they will be required to re-register, subject to the competition timelines and on-going activities.

## 5. Prizes

- 5.1. Participants in the future sounds competition chance to win 1 recording contract for an individual with a recording studio in the grand finale.
- 5.2. Participants in the future sports eGaming tournament competition stand a chance to win a share of:
  - a. 50 winners X Ksh.5,000 each in the first knock-out round;
  - b. 25 winners X Ksh.10,000 each in the second knock-out round;
  - c. 8 winners X Ksh. 40,000 each in the third knockout round;
  - d. 4 winners X Ksh. 100,000 each in the quarter finals;
  - e. 2 winners X Ksh. 200,000 each in the semi-finals; and
  - f. 1 first place winner of Ksh.500,000, 1 first runners up winner of Ksh 250,000 and 1 second runners up winner of Ksh.100,000 in the finals.
- 5.3. The grand prize in the future sounds competition is not redeemable in cash. Contractual arrangements will be made with the winner in line these terms in consultation with KBL.
- 5.4. The prizes in the future sports eGaming tournament competition will be sent via mobile money or issued via cheque within 21 days of notification of award and receipt of requisite documentation in section 7 of these terms and conditions.
- 5.5. All prizes are redeemable within 3 months after end date of the competition. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the competition.
- 5.6. For cash prizes that are uncollected, they will be reconciled and returned to KBL, upon which a decision will be made in consultation with the organisers.
- 5.7. The nature and the number of prizes to be awarded may be varied by KBL.
- 5.8. 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 competition 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 competition. 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. Selection of winners

- 6.1. The registration portal has been reviewed by KPMG Advisory Services Limited, an independent audit firm.

- 6.2. As and where applicable KBL may select additional reserve winners to replace any winners of any of the prizes who may have been disqualified or did not attend invitation events, subject to the competition timelines and these terms.
- 6.3. The decisions made by the judges, in conjunction with KBL, in the Future Sounds category are final and binding.
- 6.4. Winners in the Future Sports eGaming Tournament category will be selected based on the results of their performance in the 'knockout', 'Semis', 'Quarters' or Final stages.
- 6.5. The conduct of participants in the Future Sports eGaming Tournament will be guided by gaming guidelines accessed via [the link](#). Game referees may intervene to adjudicate on disputes in line with the provisions outlined in the gaming rules in conjunction with KBL.
- 6.6. The contestants in the future Sounds competition shall be subjected to public vote, the results of which will be included in the judge's decision.
- 6.7. After selection of winners is done, the decisions made on the same including reward of prizes by KBL shall be final and binding.
- 6.7. Prizes are redeemable in Kenya only and are not transferable.
- 6.8. 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. For the avoidance of doubt, missed calls and calls diverted to voicemail will not be deemed to have been awarded for purposes of this competition.
- 7.2. Winners of cash prizes will have payment transmitted to their phone through mobile money transfer services where applicable. Amounts more than Ksh.100,000 will be issued via cheque which will be collected by the winner at a location that will be determined by KBL. 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.
- 7.3. The award of prizes for the competition shall be subject to the authentication of such documentation as shall be considered suitable for verification by KBL including but not limited to any of the following:
  - a) Proof of identification: original National Identification Card or original Passport within seventy-two (72) hours from the notification of award. KBL shall not entertain claims made after the expiry of said seventy-two (72) hours and any decision made on the same by and KBL shall be final and binding.
  - b) Confirmation of winner details provided to KBL against the information submitted by participant on entry into the competition.
- 7.4. Winners who are not registered with any mobile money service providers will be notified through SMS to collect their cash prizes from a respective mobile money agent within seven (7) days as stipulated by Communications Commission of Kenya regulations. Failure to do so will lead them to forfeiting their prize.
- 7.5. 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.
- 7.6. 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.
- 7.7. If the winner cannot prove they are above 18 years of age, the prize shall be forfeited, and another winner will be selected.

## 8. Use of personal data

- 8.1. By participating in this competition, you are deemed to have knowledge of and consent to the following:

- a. the collection, processing, and retention of your personal data for purposes of administering this competition, 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 with you 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 competitions. You have the right to opt-out at any time from receipt of further marketing communications.
- 8.2. 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.
- 8.3. By participating in the Competition, all winners of the prizes shall be deemed to have granted KBL, during the competition and within three months after the end of the competition, the right to use their full names, photos, video footage and other details in such media as KBL may choose (including and not limited to the internet) for information, advertising and promotional purposes and that they shall further agree to participate in all public relations and marketing activities of KBL on such terms, as KBL may require without any additional consideration.
- 8.4. All information, content and materials displayed on or used in connection with the Competition including all text, articles, editorials, advertising, images photographs, audio and video (collectively, the 'Content'), is the property of KBL and its licensors. Save as permitted under the law and/or with the written consent of KBL, no one shall reproduce, publish, display, adapt, perform, cause to be seen or heard in public, broadcast and communicate to the public and/or otherwise deal in the content by any means and/or in any media.
- 8.5. All the ownership and intellectual property rights in the footage and visuals taken of any participant, his/her family and surrounding on lookers is and shall at all times remain the sole property of KBL.
- 8.6. Use of the materials stated above shall be at KBL's discretion and KBL shall be entitled to disclose any of the participant's details for administering the Competition, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

## 9. Disqualification and termination

- 9.1. The Competition is offered at the sole discretion of KBL and KBL reserves the discretion, to amend or vary these terms and conditions or to suspend / amend / terminate the Competition at any time.
- 9.2. In case any of these circumstances arise, notice shall be given by KBL through media advertisements. The notice shall be effective immediately or on such date as shall be set out in such notifications.
- 9.3. On termination of this Competition for any reason not attributable to the participants, the participants shall be required to redeem their prizes within three (3) months after the termination date.
- 9.4. KBL reserves the right to terminate any participant's participation in the Competition 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 breach of the future sports eGaming rules; or
  - c. Indications of collusion with judges to obtain unfair advantage in the future sounds competition or with other players in the future sports eGaming tournament;
  - d. Tampering with electronic gaming equipment in the future sport eGaming tournament to create unfair advantage;
  - e. Such circumstance as may be determined by KBL acting reasonably.
- 9.5. If participation in the Competition is terminated under any of the circumstances set out in clause 9.4 above, the participant shall lose the right to redeem his/her prize and the same shall 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. 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) provided always this may be amended subject to any changes on protocol for business operations in relation to COVID 19.
- 10.2. KBL reserves the right to amend and adjust the competition format and timings as it deems fit.
- 10.3. 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

Competition, and KBL shall not be liable for any losses or other damage incurred by any person who does not heed this caution.

- 10.4. Although KBL has used reasonable efforts to ensure that all information and materials relating to the competition 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 loss of points during gameplay in the future sports eGaming competition or in the future sounds Competition;
  - c. any acts of negligence by the Employees of KBL, KPMG Advisory Services Limited, or any other service providers involved in this Competition or their agents, associates and contractors;
  - d. Any award of a prize made to a person whom the participant alleges to be the wrong person;
  - e. Reliance upon any omission, inaccurate information or statement concerning any matter whatsoever relating to the participant or to KBL, or any other matter whatsoever.
- 10.5. All errors and/or omissions related to this competition 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.
- 10.6. 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.
- 10.7. 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 competition.
- 10.8. KBL accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to a competition.
- 10.9. The participants shall release and hold KBL free and harmless from liability excluded under these terms and conditions.
- 10.10. 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.
- 10.11. 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 Competition shall be deemed to be the participant's acceptance of any changes to these Terms and Conditions.
- 10.12. 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 Competition, the terms contained in these Terms and Conditions shall prevail.
- 10.13. 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.
- 10.14. 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.