

FORM IMEJIPA

NA COUNTY

BCLB NO. 0000348

TERMS AND CONDITIONS

The following terms and conditions apply to the County National Consumer Promotion (the "Promotion") and by participating in the Promotion, you will be deemed to have read, understood and accepted the same as set out herein:

1. DEFINITIONS AND INTERPRETATION

- 1.1** "Entry Code" means the unique seven (7) character alphanumeric code revealed under the scratch panel affixed to a Participating Product's label.
- 1.2** "Business Day" means any day other than a Saturday, Sunday, or public holiday in the Republic of Kenya.
- 1.3** "Organiser" means Kenya Wine Agencies Limited, including its affiliates, holding companies and subsidiaries, and any authorized agents acting on its behalf in connection with the Promotion.
- 1.4** "Participant" means a natural person who satisfies the eligibility criteria in Clause 2.
- 1.5** "Participating Products" means County 750ml and 250 ml bearing a scratch panel with an Entry Code.
- 1.6** Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.

2. WHO IS ELIGIBLE TO PARTICIPATE?

- 2.1** The Promotion is open to all residents of the Republic of Kenya except the directors, members, partners, employees or agents of, or consultants of the Organiser or any other person who directly or indirectly controls or is controlled by the Organiser or a supplier of goods or services in connection with this Promotion including but not limited to Access Leo Burnett, G Brands Limited, Cugi Limited, Onfon Media Limited, Skanem Interlabels Limited or the relatives and/or family members of the employees and family members of the respective advertising and promotional agencies, media and PR agencies, consultants, directors, associates and trading partners of such organisations and persons.
- 2.2** All Participants must be over the age of 18 years at the date of entry. Proof of age shall be required before redemption of any prize. Your participation in this Promotion constitutes your acceptance of these terms and conditions.
- 2.3** The Organiser reserves the right, in consultation with the Gambling Regulatory Authority of Kenya ("Gambling Authority") and an independent auditor from PWC, to verify eligibility to enter and receive a prize under these terms and conditions.

3. PROMOTION PERIOD

- 3.1** The Promotion will run from 1st June 2026 to 31st August 2026, both dates inclusive.
- 3.2** The Organiser, in consultation with the Gambling Authority, reserves the right to change the Promotion dates as it deems fit. Any such decision made in consultation with the Gambling Authority shall be final and binding.

4. HOW TO PARTICIPATE

- 4.1** To enter, a Participant must:
- purchase any Participating Product;
 - scratch the label panel to reveal the Entry Code; and
 - submit the Entry Code by dialling the short USSD code *459*9#
- 4.2** The mere possession, discovery, or submission of the Entry Code shall not, in itself, confer any right, entitlement, or guarantee of reward upon the Participant.
- 4.3** All messages submitted by a Participant by dialling the short USSD code *459*9# shall not attract any charges from the Participant's mobile network operator. Such charges shall be borne by the Organiser.
- 4.4** Registration: Upon first entry, Participants shall be required to (a) confirm that they are 18 years or older; and (b) provide explicit consent to the collection and processing of personal data strictly for the administration of the Promotion, in accordance with Clause 11.
- 4.5** Entries lacking the confirmations referred to in Clause 4.4 shall be invalid.
- 4.6** Entry Limits: A maximum of two (2) valid entries per mobile number per day shall apply. Each valid entry shall entitle the Participant to one (1) chance in the draws for the prizes set out in Schedule 1. Entries submitted in excess of the daily limit shall be invalid and shall not confer any additional chances in the draws.
- 4.7** Invalid/Rejected Codes:
- Guessed, incomplete, or mistyped Entry Codes will be rejected and a regret notification issued;
 - An Entry Code already submitted to *459*9# will be deemed used and rejected.
- 4.8** Each valid entry constitutes full participation in the Promotion and shall earn the Participant one (1) entry/chance in the applicable draw(s) (daily/weekly/monthly/grand), as described in Clause 7 and Schedule 1.
- 4.9** Missing Codes
- The Participant acknowledges and agrees that Entry Codes affixed to Participating Products are applied through automated manufacturing processes. Accordingly, in the event that any Participating Product is found to have a missing, incomplete, or illegible Entry Code, such occurrence shall be deemed to result from a machine defect. The Organiser shall not be liable for any claims, losses, damages, or liabilities arising from or in connection with such missing, incomplete, or illegible Entry Codes.

5. HOW CAN YOU OPT OUT?

- 5.1** A Participant can opt out of the Promotion by dialling the short USSD code *459*9# A confirmation of deregistration shall be issued. From the time of deregistration, the Participant shall no longer be eligible to win prizes.
- 5.2** A Participant who has opted out may rejoin the Promotion (within the Promotion Period) by completing the registration process afresh.

6. HOW WILL THE WINNERS BE SELECTED?

- 6.1** Winners shall be selected at random by an automated draw system and, where applicable, witnessed/validated by authorized representative(s) (including Gambling Authority and an independent auditor from PWC).
- 6.2** The Organiser shall, in consultation with the Gambling Authority and PWC, redraw reserve winners to replace any disqualified winners.
- 6.3** Winner selection and prize awards will be conducted in accordance with these Terms and Conditions. Subject to applicable law, the Organiser's decision on winner selection and prize awards are final.

7. PRIZES AND DRAW STRUCTURE

- 7.1** Prizes, frequencies, and draw types (daily/weekly/monthly/grand) are described in Schedule 1 (Prize Matrix).
- 7.2** Prizes are redeemable in Kenya. Prizes are non-transferable and no other alternative shall be offered for the prize.
- 7.3** Warranties: The Organiser provides no warranties (express or implied) as to quality or fitness of non-cash prizes. Manufacturer or vendor warranties (if any) are solely between the winner and the relevant provider.
- 7.4** Taxes: In the event there are any taxes applicable to prizes, the Organiser shall deduct the same from the prize and remit to the tax collection agency. Where applicable, winners shall be issued with tax withholding certificates.

8. WINNER NOTIFICATION AND VERIFICATION

- 8.1** Daily Instant Benefits: Winners of daily "instant" benefit rewards (including airtime) shall be contacted exclusively via the mobile number used to participate, through the Organiser's official sender ID. All such rewards shall be fulfilled automatically via SMS to that same mobile number from the Organiser's designated sender ID.
- 8.2** Winner Notification and Prize Fulfillment
- Grand Prize Winners: Grand prize winners shall be contacted exclusively using the mobile number used to participate through the Organiser's official sender ID.
 - Non-Cash Prize Winners: Winners of weekly, monthly, or other non-cash prizes shall be contacted through the Organiser's official sender ID.
 - Cash Prize Winners (other than Grand Prize Winners): Cash prize winners, other than grand prize winners, shall receive their cash prize instantly through the Organiser's official sender ID, using the mobile number used to enter.

8.3 The Organiser shall make reasonable attempts within a forty-eight (48) hour period to contact winners. If a winner does not answer any of the call attempts or complete verification within the prescribed period, you will be deemed to have forfeited the prize, and a re-draw will be conducted. Missed calls and voicemail shall not constitute successful contact.

8.4 For non-cash prize winners and grand prize winners, identity verification is mandatory: winners must present original valid identification (original National ID or Passport) and any other information reasonably requested for verification within three (3) working days of notification, failing which the prize shall be forfeited.

8.5 Where the identity of the Participant does not match the registered owner of the mobile number used to enter the Promotion, as confirmed through valid identification documents, the entry shall be deemed invalid, and the Organiser shall conduct a re-draw. The prize shall only be awarded to a Participant whose identity documents correspond to the mobile number used to participate.

8.6 Prize fulfillment for cash prize winners and grand prize winners:

- Winners of cash prizes (other than grand prizes) shall receive their rewards exclusively via mobile money, using the mobile number used to participate.
- Grand prize winners shall receive their prize exclusively through a bank account held in their name. A winner who does not have a bank account at the time of notification must open one and provide valid proof of account ownership within three (3) working days of notification, prior to the prize transfer.
- Failure by a grand prize winner to provide bank account details within the stipulated period will result in forfeiture of the prize and a re-draw at the Organiser's discretion, in consultation with the Gambling Authority.

8.7 By accepting the prize, you will be deemed to have granted KWAL the right to use and publish your name, audio-visual image and picture in such media as KWAL may choose (including but not limited to the internet) for information, publicity and advertising the Promotion purposes without additional consideration.

8.8 The Organiser shall make reasonable attempts within a forty-eight (48) hour period to contact winners. If a winner does not answer any of the call attempts or complete verification within the prescribed period, you will be deemed to have forfeited the prize, and a re-draw will be conducted. Missed calls and voicemail shall not constitute successful contact.

9. PRIZE REDEMPTION

- 9.1** Redemption timelines and modes are set out in Schedule 1. Unless otherwise stated, prizes must be redeemed within ten (10) working days after the end of the Promotion Period; unredeemed prizes shall be deemed forfeited.
- 9.2** Winners of non-cash prizes such as pool tables, phones, laptops, motorbikes and content creator kit may choose to collect their prizes from the Organiser's designated depots as agreed upon.
- 9.3** Participants in the Promotion must be registered with a recognized mobile money service provider in Kenya namely Safaricom PLC (formerly Safaricom Limited) and Airtel Networks Kenya Limited. Winners who are not registered with the above designated mobile money service providers will be required to collect their cash from the respective mobile money agents within 7 days as stipulated by the Communications Authority of Kenya regulations. Failure to do so will lead to them forfeiting their prize.

10. COSTS, NETWORKS AND SYSTEMS

- 10.1** The Organiser shall not be liable for: network delays or failures; mobile money or banking system errors; interrupted transmissions; corrupted data; delays or failures by third party service providers or unauthorized human or technical acts or omissions of any service provider.
- 10.2** The Organiser does not charge any fee to enter the Promotion or to claim a prize. Any request for payment purporting to be on behalf of the Organiser should be treated as fraudulent.

11. DATA PROTECTION AND PUBLICITY

- 11.1** By participating in this Promotion, the Participant consents to the collection and processing of personal data for purposes of administering the Promotion, verifying eligibility, awarding prizes and Promotion evaluation and for audit/compliance purposes.
- 11.2** By participating in this promotion, you are deemed to have knowledge of and consent to the following:
- 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.
 - The Organiser may use participants personal information for reasonable commercial purposes such as:

(i) to communicate with the Participant 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;

(ii) 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. The Participant has the right to opt-out at any time from receipt of further marketing communications;

11.3 By participating in the Promotion, winners of prizes are deemed to have granted KWAL the right to use their full names, photos, video footage and other details in such media as the Organiser 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 the Organiser on such terms, as the Organiser may require without any additional consideration, unless prohibited by law.

11.4 The Organiser has implemented appropriate technical and organizational measures to safeguard personal data and shall disclose such data only as permitted by law, to authorized processors, or as necessary for fraud prevention and regulatory compliance.

11.5 All information, content and materials displayed on or used in connection with the promotion including all text, articles, editorials, advertising, images photographs, audio, and video (collectively, the "Content"), is the property of the Organiser and its licensors. Save as permitted under the law and/or with the written consent of the Organiser, 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;

11.6 All the ownership and intellectual property rights in the footage and visuals taken of any Participant, anyone accompanying the Participant and surrounding onlookers is and shall at all times remain the sole property of the Organiser;

11.7 Use of the materials stated above shall be at the Organiser's discretion and the Organiser shall be entitled to disclose any of the Participant's details for administering the promotion, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

11.8 The Organiser will handle any data collected in accordance with its Data Protection Policy available at <https://www.kwal.co.ke/privacy-notice-2/>.

12. DISQUALIFICATION

12.1 The Organiser may disqualify any Participant (and void corresponding entries/prizes) where there is: (a) evidence or reasonable suspicion of fraud, tampering, or abuse; (b) breach of these Terms and Conditions; or (c) behaviour likely to bring the Promotion or the Organiser into disrepute.

12.2 The Organiser reserves the right to pursue legal or equitable remedies for fraud or attempted fraud and to recover associated losses and costs.

12.3 Where, during the verification process described in Clause 8, it is established that a selected winner is under the age of eighteen (18) years, such entry shall be deemed invalid, the winner disqualified, and the Organiser shall conduct a re-draw in accordance with clause 6.2 to select a replacement winner.

13. LIABILITY AND INDEMNITY

13.1 The Organiser excludes all liability for any loss or damage (whether direct, indirect, incidental, special, consequential, punitive, or exemplary), including loss of profits, revenue, goodwill, or data, arising out of or in connection with participation in the Promotion or

acceptance/use of any prize.

13.2 By participating, Participants agree to indemnify and hold harmless the Organiser from third-party claims arising from the Participant's breach of these Terms and Conditions, use or misuse of a prize.

13.3 KWAL shall not accept liability where a winner for one reason or another cannot access their airtime or cash once it has been sent to them e.g. where the winner owes a mobile network provider any type of liability, a mobile network provider has suspended the recipient's account, or if they are not accessible via the mobile service.

14. VARIATIONS, SUSPENSION, AND TERMINATION

14.1 The Promotion is offered at the Organiser's sole discretion. The Organiser reserves the right (subject to any direction from the Gambling Authority) to suspend or terminate the Promotion or amend these terms and conditions at any time for any technical, legal or commercial reason. Any amendment to these terms and conditions will be published on the KWAL website www.kwal.co.ke

14.2 Any material change shall be communicated via KWAL website (www.kwal.co.ke) as the official communication channel and shall take effect upon publication or on the date stated therein.

14.3 Upon termination for reasons not attributable to Participants, winners shall have ten (10) working days from the termination date to redeem outstanding prizes, failing which such prizes shall be forfeited.

15. CUSTOMER SUPPORT AND COMPLAINTS

15.1 Queries or complaints should be directed to Customer Care Helpline: 0701958129 during business hours 8.00 am – 10.00 pm from Monday – Friday and 9.00am – 10.00pm on Saturday, (excluding Sundays and public holidays).

15.2 While reasonable efforts are made to ensure the accuracy of all published information relating to the Promotion, the Organiser assumes no responsibility for typographical or clerical errors. Errors and omissions may be corrected without liability.

16. GOVERNING LAW & JURISDICTION

The Promotion remains subject to the provisions of the Gambling Control Act, 2025 and any disputes arising hereunder shall be resolved in accordance with its provisions.

17. OWNERSHIP OF PROMOTION MATERIALS

All intellectual property rights, proprietary rights and interests in and to all materials, content and assets created, generated, displayed or otherwise used in connection with the Promotion including without limitation all artwork, graphics, photographs, videos, audio recordings, text, slogans, data, software, promotional concepts, trade names, trademarks, brand elements and any other related content (hereinafter referred to as "Promotion Materials") shall at all times vest exclusively in the Organiser and/or its licensors. Participation in the Promotion does not confer upon any Participant or third party any licence, interest, or right (whether express, implied, or otherwise) in or to the Promotion Materials.

18. RESTRICTIONS ON USE

No person (including Participants) may reproduce, distribute, publish, adapt, modify, store, transmit, display, perform, create derivative works from, or otherwise use the Promotion Materials, in whole or in part, in any manner or for any purpose whatsoever without the prior written consent of the Organiser. For the avoidance of doubt, unauthorized use, replication or exploitation of the Promotion Materials for commercial, promotional, deceptive, misleading, defamatory or any unlawful purposes is strictly prohibited and may result in civil or criminal liability.

19. RESERVATION OF RIGHTS

The Organiser reserves all rights not expressly granted under these Terms and Conditions. Any unauthorized use of the Promotion Materials shall constitute a violation of the Organiser's intellectual property rights and may result in immediate disqualification from the Promotion and/or the institution of legal proceedings without further notice.

20. SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. PREVAILING TERMS

In the event of inconsistency between these Terms and Conditions and any marketing or point of sale materials, these Terms and Conditions shall prevail.

22. NO WAIVER

No failure or delay by the Organiser to exercise any right or remedy shall operate as a waiver thereof.

23. INTERPRETATION

The Organiser reserves the right to interpret these Terms and Conditions. All decisions made pursuant hereto shall be final, subject to applicable law.

SCHEDULE 1 – PRIZE MATRIX

Prizes, frequencies, and draw types (daily/weekly/monthly/grand) are described below (Prize Matrix). By gaining entry to the Promotion, Participants stand a chance to win either of the following during:

Daily draws:

- Airtime of either Kes 50 or Kes 100

Either of the following during weekly draws:

- Instant Cash rewards of either Kes 1,000 Kes 2,000 Kes 5,000 or Kes 10,000
- Shopping Vouchers valued at Kes. 1,500
- Motor Bikes

Either of the following during monthly draws:

- Pool tables
- Phones
- Laptops
- Content Creator Kit

Grand Draw

During the Promotion Period 3 lucky winners stand a chance of winning Kenya Shillings One Million each.

KWAL does not require participants to send airtime, money or any other consideration in order to award any of the Promotion prizes and will not be liable for any losses or other damage incurred by participants who do not heed this caution

Do not forward to persons under the age of 18 years

#EnjoyResponsibly

Alcohol is not for sale to persons under the age of 18 years

Excessive alcohol consumption is harmful to your health

#KESHOITAJIPA

T&Cs APPLY*



EXCESSIVE ALCOHOL CONSUMPTION IS HARMFUL TO YOUR HEALTH. NOT FOR SALE TO PERSONS UNDER THE AGE OF 18 YEARS.