



worldwide partner



CBA/VISA SWIPE & WIN FIFA WORLD CUP RUSSIA 2018™ CARD CAMPAIGN GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the CBA/VISA swipe and win FIFA World Cup Russia 2018™ promotion (*the 'Promotion'*) organized by Commercial Bank of Africa "The Bank" in partnership with Visa Inc. 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 Promotion Period

The promotion will run for 50 days from 1000 hours March 12th, 2018 to 1000 hours April 30th, 2018 both dates inclusive (*the "Promotion Period"*).

2.0 Eligibility

2.1 The be eligible to participate in this promotion, you must be a personal CBA Visa Debit and/or Credit cardholders of the age 21 and above. (*"Eligible participant"*)

2.2 To enter into the draw, you must use CBA Personal Visa Debit or CBA 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 Five thousand (*Kes. 5,000*) or the equivalent in foreign currency per week during the period of the promotion.

2.3 You will earn one (1) point for the first Kenyan Shillings Five thousand (*Kes. 5,000*) or equivalent spent on eligible transactions using during the week of transaction. Every additional Kenyan shilling (*Kes. 1,000*) spent above the minimum *Kes. 5.000* will earn one (1) point during the week it's earned.

2.4 Points accumulated throughout the week will only be valid for the weekly draws conducted during the week the point(s) are earned but will be considered for the

Grand Prize.

2.5 Points earned from supplementary cards will be deemed to have been earned by the principal cardholder.

2.6 The promotion is not available to CBA Staff and their immediate families and Business Credit Card holders (*"The restricted groups of persons"*).

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

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

3.0 Winner Selection

3.1 The Weekly draws will be conducted by the Bank every Friday 10.AM during the promotion period.

3.2 The Grand draw will be held on 31st March 2018 at 1000hrs which shall have two (2) winners.

3.3 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).

3.4 This Promotion shall have two (2) types of draws as follows: -

3.4.1 Weekly Prizes

3.4.2 Grand Prize

4.0 The Prizes

4.1 By entering the Promotion, you stand a chance to win either of the following prizes: -

4.2 Weekly Prizes: -

4.2.1 Weekly Cash Back prizes of a sum equivalent of Kenya shillings eight thousand (Kes. 8,000) or nine thousand (Kes. 9,000) only.

4.2.1.1 The Bank shall load the cash prize to the individual winner's Visa card once the prize has been claimed.

4.2.1.2 In the event that the eligible card is the supplementary card, the cash back will be loaded to the principal card.

4.2.1.3 For the avoidance of doubt, where the winning Visa card is in a different currency rather than in Kenya shillings, the prize shall be paid less the currency conversion fees/costs at a rate determined at the Bank's sole discretion.

4.2.1.4 Where a win is on a Visa credit card, the award prize shall be applied to reduce existing and future credit on the Visa card.

4.2.2 Two-night Local Holidays for two (2) persons at Voyage Beach Resort

4.2.3 Local Dinners for two (2) persons at Tribe Hotel, Radisson Blue or Tamarid Hotels.

4.3 The Grand Draw Prize: -

4.3.1 The 1st declared winner shall win a fully paid trip for 2 persons to Russia to watch the 2018 FIFA World Cup™ opening match.

4.3.2 The 2nd declared winner shall win a fully paid trip for 2 persons to Russia to watch one of the 2018 FIFA World Cup™ semi-final match as shall be determined by the bank.

4.3.3 The trip package shall consist of:

4.3.3.1 5-Day/4-night Deluxe accommodations

with breakfast.

4.3.3.2 FIFA Category 1 Match ticket for two (2) persons with Pre-Match hospitality

4.3.3.3 All scheduled ground transportation,

4.3.3.4 Amenity/Gift items and Group Activity/Tour at the match venue Visa,

4.3.3.5 Prepaid product by the Visa Team valued at \$450 USD.,

4.3.3.6 Visa Events Team support onsite by the Visa Team,

4.3.3.7 Winners of the trip package agree to share the deluxe hotel room and hotel package with their respective travel companions.

4.3.4 The winners will be required to process their travel visa on time and at their own cost.

4.3.5 In the event that the winner is unable to raise a valid visa or other entry permit by the set travel date, the prize will 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.

4.3.6 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.

4.3.7 Tickets to the FIFA World Cup Russia 2018, 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 by FIFA. Such terms and conditions are contained in the General Terms and Conditions for the Use of Tickets and the Stadium Code of Conduct (which can be reviewed at www.fifa.com/tickets).

4.3.8 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.

4.3.9 The prizes exclude;

4.3.9.1 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.

4.3.9.2 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.

4.3.9.3 Accident insurance coverage.

4.3.9.4 Any personal tax that may be levied on guests with respect to their receipt of the Prize or any part thereof.

5.0 Prize notification.

5.1 The lucky winners will be notified by The Bank via telephone number 0711056444. If the winner(s) cannot be reached, they shall be deemed to have forfeited the prize and The Bank reserves the right to select and award the prize (s) to another winner.

5.2 Each lucky winner will be required to produce the original national Identity Card or a valid Passport (as the case may be) together with their Visa card in order to collect/claim the prize.

5.3 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. All winners and their companion(s) hereby authorize the Bank to pass their names and or any other shared information to Visa for the prize arrangement of the Promotion.

5.4 Winners must claim their prize(s) within five (5) days of notification failure of which the prize(s) shall stand forfeited without notice.

5.5 The Grand Draw Prize winners must provide the Bank with details of their travel companion within 5 days of acceptance of the prize. Winners shall not be permitted to change their travel nominees upon notifying the Bank.

5.6 The eligible participant must be in good financial standing with CBA at the time the draws are conducted otherwise the prizes may be forfeited without further notice.

5.7 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.

6.0 Other Terms and Conditions

6.1 Any disputes that may arise must be forwarded to CBA within 7 days from the draw date for resolution. CBA decision shall be final and conclusive.

6.2 The Prizes under this promotion are non-transferable, non-exchangeable and non-cash or other alternative shall be offered for the prize.

6.3 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.

6.4 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.

6.5 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 CBA may change

such offer at its discretion from time to time without notice to you.

6.6 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.

6.7 You understand 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.

6.8 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.

6.9 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.