

IMARIKA WALLETS – INVEST AND DOUBLE YOUR CASH PROMOTION
Terms and Conditions

The following Terms and Conditions shall apply to the “**IMARIKA WALLETS – INVEST & DOUBLE YOUR CASH**” Promotion between Britam and the Participant. The Participant to this Promotion shall be deemed to have carefully read, understood, and accepted these terms and Conditions.

1. INTRODUCTION

1.1. Reference to “**Britam**” means Britam Life Assurance Company (Kenya) Limited (registered company number C. 19921) of Britam Centre, Mara and Ragati Roads Junction, Upper Hill, Nairobi Kenya.

1.2. Reference to “**Participant**” means any person who takes part in the Promotion and also means “You”.

1.3. Reference to “Force Majeure event” means revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than Us; labour disputes; electrical equipment or mobile network failure; fires; floods; acts of God; government or regulator action; or, without limiting the foregoing, any other causes not within our control.

1.4. Reference to “**Promotion**” means the **IMARIKA WALLETS - INVEST AND DOUBLE YOUR CASH PROMOTION**.

1.5. Reference to “**Promotion Term**” means from 0000 hours 12th November 2019 to 2350 hours 31st December 2019.

1.6. Reference to “**Intellectual Property**” means any trademarks, copyright, moral rights, performer’s rights, confidential information, trade secrets and all or any other intellectual or industrial property rights, including any renewals and extensions and including any such rights discovered or invented after the date of this Terms and Conditions”.

1.7. Reference to “**Prize**” means any prize or gift offered or awarded in the Promotion.

1.8. Reference to “**Terms**” means these Terms and Conditions.

1.9. Reference to “**we**”, “**us**” and “**our**” means Britam Life Assurance Company (Kenya) Limited, its successors and permitted assigns.

1.10. Reference to “**you**” or “**your**” means any Participant in the Promotion.

2. ELIGIBILITY AND ENTRY CRITERIA

2.1. You must have dialed the mobile USSD code *778# to enter into the Promotion during the Promotion Term

2.2. You must have an active account with us and intend to make payment(s) to fund your account for the first time.

2.3. You and/or any of your family members must not be employed by us directly or indirectly as a Director, Officer, Employee or Agent.

2.4. You must be a Kenyan national and/or resident and Eighteen years and above in age to participate in this Promotion.

2.5. We reserve the right, in our sole discretion to decide whether or not eligibility criteria have been met. Breach of any criteria contained herein above will result to your disqualification.

3. ENTRY AND SELECTION

3.1. You will enter into the promotion by dialing the short code *778# through your mobile phone and you shall follow the message prompts thereto to sign up for an account.

3.2. You will deposit or invest a minimum of Kenya Shillings Two Hundred (Kes. 200/-) into an Imarika Wallet and this deposit or investment shall be deemed to be an entry by each Participant.

3.3. We will deposit the equivalent of what each participant deposits into their account for Participants who have successfully deposited at least Kenya Shillings Two Hundred (Kes. 200/-) up to a maximum of Kenya Shillings One Thousand (Kes. 1,000/-) into any of their Imarika Wallets for the first 1,000 Participants within 72 hours.

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3.5. We will communicate to the winning 1,000 Participants on the next day through a phone call, SMS, letter and/or social media.

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4. PRIZE

4.1. We will award a Prize to each Participant winner, by depositing the equivalent of what the Participant deposited into any of their Imarika Wallets up to a maximum of Kenya Shillings One Thousand (Kes. 1,000/-).

4.2. We will award the one thousand (1,000) participants who successfully signed up for Imarika Wallets and deposited at least the minimum amount of Kenya Shillings Two Hundred (Kes. 200/-).

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4.3. Only 50% of the Prize will be available for withdrawal until a lock period of 9 months has passed.

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4.4. The Prize will be non-transferrable and may not be given, assigned or sold to another person.

5. CONFIDENTIALITY

5.1. You agree to keep confidential any information which you may know or reasonably ought to know is confidential and relates to us or the Promotion.

5.2. You agree to participate, at our request, in publicity (including interviews) and agree that we own all intellectual property rights in, and may use such intellectual property at our absolute discretion, such publicity or interviews.

5.3. You agree that we may also refer to the Participant's association with the Promotion and/or the Prize in all publicity, marketing and materials including print and social media.

5.4. You agree that you will not publicize his or her involvement in the Promotion or the fact that you have won the Prize (including giving interviews) except with our prior written permission.

6. INTELLECTUAL PROPERTY

6.1. By entering into this Promotion, you accept to forfeit and waive all intellectual property rights and assign any intellectual property rights arising from your participation to us.

6.2. The entire design and content of the Promotion including our website and applications or sites is the intellectual property of Britam and all our rights are reserved.

7. DISQUALIFICATION

7.1. We reserve the right to disqualify you from the Promotion and/or withhold or withdraw the Prize (or seek compensation from you therefor) if (in our opinion, which shall be final):

7.1.1. you are in breach of the Terms or any of your obligations, representations and/or warranties under this Terms;

7.1.2. you have committed or undertaken any fraud, dishonesty, deceit, misconduct or similar action including providing any false or incorrect information;

7.1.3. it is in our best interests to do so.

7.2. Entries that are incomplete, indecipherable, corrupt, late or otherwise not in accordance with entry instructions will not be accepted.

7.3. In the event of your disqualification from the Competition/Prize:

7.3.1. we reserve the right to select another Participant to take part in the Promotion or receive the Prize; and

7.3.2. you may be required to pay any costs incurred.

8. CANCELLATION OF THE PROMOTION

8.1. We will be entitled, in our reasonable discretion, to cancel, delay and/or recommence the Promotion with immediate effect without any liability to you.

8.2. If we cancel the Promotion after you have claimed a Prize, we will use our reasonable endeavors to offer you an alternative Prize. If we offer you an alternative Prize but you do not accept it, you will have no claim against us.

8.3. We may cancel the Promotion if we believe we have good reason to do so, including if there have been any errors in the preparation for, or the conduct of, the Promotion materially affecting the result of the Promotion, the number of Prize claims or the value of the Prize claims.

9. EXCLUSION OF LIABILITY/INDEMNITY

9.1. We exclude all liability whatsoever for any costs, expenses, losses, damages, liabilities, injury or disappointment (other than any costs and expenses specifically provided for in the Promotion and/or Prize) including any loss of profit, business, contracts, revenues or anticipated savings and whether special, direct, indirect or consequential suffered by you howsoever arising in connection with the Promotion and/or Prize.

9.2. You agree to indemnify us and our Directors, officers, employees and/or agents against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by us arising as a result of a breach by you of your obligations under these Terms or in any way in connection with your failure to follow our reasonable instructions with regard to your entry into the Promotion or taking of any Prize.

10. DISPUTE RESOLUTION

10.1. You agree to make all efforts to solve any dispute or difference arising between the parties hereto regarding the meaning or interpretation or anything herein contained or otherwise arising out of or in connection with these Terms amicably by direct informal negotiation.

10.2. In the event that the negotiation proves fruitless, any dispute shall be referred to a single arbitrator to be appointed by us hereto and in the event of failure to agree, the Arbitrator shall be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Chapter) which appointment shall be binding on the parties hereto.

10.3. Such arbitration shall be carried out in accordance with and subject to the provisions of the Arbitration Act, 1995 of the Laws of Kenya ("The Arbitration Act") or any re-enactment or statutory modification thereof for the time being in force.

10.4. Such arbitration shall take place in Nairobi and shall be conducted in accordance with the Rules of Arbitration of the Chartered Institute of Arbitrators.

10.5. To the extent permissible by law, the determination of the arbitrators shall be final and binding upon the parties and shall not be subject to any appeal.

10.6. Nothing in this clause shall prevent a party from seeking urgent temporary injunctive relief from the Court

11. FORCE MAJEURE

11.1. Notwithstanding any provision contained in this Terms, we shall not be liable to You to the extent fulfillment or performance of any terms or provisions of this Terms is delayed or prevented by a force majeure event, and which by the exercise of reasonable diligence we are unable to prevent, whether of the class of causes hereinbefore enumerated or not. If any force majeure event occurs, we will give prompt written notice to you and use commercially reasonable efforts to minimize the impact of such event.

12. GENERAL TERMS

12.1. No failure or delay by us to exercise any of our rights shall be construed as a waiver of any such right, whether done expressly or impliedly, nor will it affect the validity of any part of these Terms or prejudice our right to take subsequent action against you.

12.2. These Terms constitutes the whole of the Terms and Conditions between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein and to the extent contained in any other agreement or instrument contemplated by this Terms, no undertaking, representation, term or condition relating to the subject matter of this Terms not incorporated in this Terms shall be binding on either of the Parties.

12.3. Notwithstanding any other provision of this Terms, we reserve the right to modify, suspend or discontinue, temporarily or permanently, this Promotion or any part of it or this Terms, with or without notice, at any time. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of this Promotion.

12.4. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms which shall remain in full force and effect.

12.5. The interpretation construction and effect of these Terms shall be governed and construed in all respects in accordance with the Laws of the Republic of Kenya and you hereby submit to the non-exclusive jurisdiction of the Kenyan courts.