

TERMS AND CONDITIONS FOR " MASTERCARD PRICELESS - TRAVEL CAMPAIGN 2024"

The following terms and conditions ("Terms and Conditions") apply to the "MASTERCARD PRICELESS - TRAVEL CAMPAIGN 2024" ("the Campaign") and by participating in the Campaign you are deemed to have read, understood, and accepted these Terms and Conditions.

1. ORGANIZATION, DURATION, ELIGIBILITY AND ENTRY

- a. Mastercard cardholders will stand a chance to win 1 (one) of 5 (five) Mastercard Priceless – Travel Campaign 2024 experiences. The Campaign is organized by Mastercard to reward Mastercard cardholders in Kenya that make an in-store or online payment with a Mastercard branded Pre-paid, Credit or Debit card (excluding corporate cards) issued in Kenya by a Mastercard issuing bank partners ("**Eligible Card**"), during the Campaign Period.
- b. The validity of the campaign is from 28th October 2024 to 30th November 2024 (both days inclusive), unless extended or revoked without prior notice and without liability to Mastercard, at their sole discretion ("**Campaign Period**").
- c. To qualify for the Campaign, Mastercard cardholders must make an in-store or online payment with an Eligible Card during the Campaign Period ("**Eligible Transaction**"). To be eligible to participate in the Campaign, Participants must:
 - (i) be of at least 18 (eighteen) years of age at the time of entry; and
 - (ii) hold a valid passport, Kenyan National identification cards or resident cards ("**Eligible Participant**").
- d. Participant(s) with the highest number of transactions during the Campaign Period are eligible to be selected as Winner(s) ("**Winners**") for the Campaign.
- e. The number of Eligible Transactions that are refunded or unsuccessful (for any reason whatsoever) will not be considered for the determination of an Eligible Participant to qualify as a Winner.
- f. By participating in the Campaign, the entrant fully and unconditionally agrees to and accepts these Terms and Conditions and the decisions of Mastercard which are final and binding in all matters related to the Campaign with the approval of Betting Control and Licensing Board ("**BCLB**"). It is however clarified, that Cardholders are not bound in any manner to participate in the Campaign and any such participation in the Campaign is voluntary.
- g. 5 (five) Eligible Participants will be chosen by Mastercard as Winners from the participating issuing banks after the end of the Campaign Period.
- h. All Mastercard employees, contractors, their immediate family (spouse, parents, siblings, children, and household members), including their respective parent companies, subsidiaries, affiliates, agents and any other supplier or third party involved in the development, facilitation or execution of this campaign and their immediate families and dependants SHALL NOT be eligible to participate in this Promotion.

- i. A Participant shall not be eligible to receive the PRICELESS campaign reward if they have previously received any PRICELESS campaign reward within a period of the previous 18 (eighteen) months.

2. IDENTIFICATION OF WINNERS

- a. 5 (five) Eligible Participants with the highest number of transactions during the Campaign Period will be chosen by Mastercard as Winners from the participating issuing banks, after the end of the Campaign Period.
- b. Winners of the Mastercard Priceless travel experience will be contacted through Mastercard's agency no later than 9th December 2024.
- c. The Winners will be required to sign and reward acceptance agreements, indemnity, and model release forms. They will also be required to present their, as well as their travel companion(s) passport or Kenyan National ID Card to facilitate travel bookings.
- d. Entry and participation in the Promotion constitute the entrant's consent for Mastercard and their designees to use the entrant's name, entrant's crew, image, prize information, likeness, and county of residence in the marketing activities related to the Promotion in any media without further consideration for the duration of the campaign and 3 (three) months after the conclusion of the same with the written consent of the entrant.
- e. By accepting the reward, the Winners will have deemed to Mastercard the right to use their image, name, video, and voice on radio, print and television or in any other media or event as determined by Mastercard to the receipt of the prizes for the duration of the Campaign and 3 months after the conclusion of the same without additional consideration or compensation.

3. THE CAMPAIGN REWARD

- a. The Campaign invites all Mastercard cardholders in Kenya to participate in this Travel Campaign. Only 5 (five) winners along with 1 (one) travel companion, from the Campaign, selected through Mastercard partner issuing banks will experience the following reward:

- i. A fully paid-for travel package for the Winner and 1 (one) travel companion at Tulia Camp, Amboseli, Kenya from 13th December 2024 and Returning on 15th December 2024. Pick up and drop off within Nairobi.
- ii. This package entails:
 - a. 2 (two) nights' accommodation full board, on double room occupancy (twin bed or double bed set up) at Tulia Camp Amboseli.
 - b. Private transfers to a designated location in Nairobi to Amboseli and a private transfer from Amboseli to a designated location in Nairobi.
 - c. Sight seeing via game drives and the Mastercard hot air balloon safari experience.

- b. This package excludes any / all other expenses of personal nature such as:

- (i) Portage at hotels;
- (ii) Travel Insurance;

- (iii) Travel Visa (any costs associated dispatch/ delivery of with passports and/or travel visas),
- (iv) Tips and gratuities;
- (v) Room upgrades;
- (vi) Room service;
- (vii) Telephone bills.

c. The experience in this Promotion is non-assignable, non-transferable, not exchangeable for cash or other prizes unless due to unforeseen circumstances upon approval by Mastercard in its sole discretion, and is only redeemable between 13th December 2024 and Returning on 15th December 2024, as the specified time frame.

d. Any activity not specifically included in the “Inclusions of the Package” shall be considered as excluded unless otherwise decided by Mastercard in its sole discretion.

e. The detailed itinerary of the package will be shared with you closer to the date of travel. The program itinerary and details are at the discretion of Mastercard and are subject to change.

f. The Package offered under this Campaign is subject to availability and accordingly Mastercard, in no circumstances, shall be liable for non-availability of the Package or any part thereof.

g. Hotel stays issued as a part of the Package is subject to hotel's terms and conditions, including but not limited to check-in and checkout times. Documentation that is reasonably necessary to make any arrangements for the Winner and their travel companion(s) (e.g. passport number) must be supplied upon request, and failure to do so promptly may result in the forfeiture of the Package. The Winner and their travel companion(s) must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents prior to and for their travel (e.g. valid passport).

h. The participant Winners will be required to share personal information such as name, address, email address, telephone number etc. with Mastercard agency for the purpose of fulfilment of the packages and the experiences therein.

i. In the likelihood of the event or package being cancelled, Mastercard reserve the right to offer an alternative prize of equal value. In the event of travel restrictions, where you cannot travel for any reason whatsoever including the inability to procure a valid visa for travel, the package shall be forfeited.

j. The participant Winners hereby agree to not make any claim or raise any complaint whatsoever against Mastercard in this respect. Mastercard shall not be responsible for any claim arising out of or in connection with such forfeiture.

k. Mastercard reserves the right, at any time, without prior notice and without providing any reason whatsoever, add/alter/modify/change or vary any or all of the Terms and Conditions or to replace, wholly or in part, this Package with another Package, whether similar to this Package or not.

l. Mastercard will cover the transfers to and from the venue located in Nairobi for this experience.

m. Mastercard's decision on all matters relating to the offer shall be final, conclusive, and binding with the approval of BCLB. No appeal will be entertained.

n. The Participants and / or Winner(s) consent to Recording/Photography (content) for purposes of this Campaign. .

o. This consent governs participation in the MASTERCARD PRICELESS - TRAVEL CAMPAIGN 2024 experiences activation campaign being conducted by Octagon Africa (Pty) Limited on behalf of Mastercard.

p. The Participant and / or Winner(s) consents to Mastercard and its parent companies, subsidiaries, affiliates, licensees, successors, assigns and contractors (including its affiliates), filming or otherwise recording the Participant's and / or Winner(s) appearance, poses, voice and statements, and editing such recordings (collectively "Footage").

q. The Participant and / or Winner(s) agrees that Mastercard may use, or license others to use, the content or a reproduction of it, in whole or in part, and/or the Participant's and / or Winner(s) name, voice, likeness and any biographical material which the Participant may provide, in connection with the use of the Footage, for marketing and promotional purposes, on websites operated by or for Mastercard and in social media channels. The Participant and / Winner(s) further agrees that Mastercard, in its sole discretion, may edit, modify, add to, delete from, or change the content.

r. The Participant and / or Winner(s) also acknowledges and agrees that Mastercard shall have no obligation to use the content or the Participant's and / or Winner(s) name in any manner. The Participant and / or Winner(s) hereby releases Mastercard from any rights the Participant and / or Winner(s) may have in connection with the use of the content and the Participant's and / or Winner(s) name. The Participant and / or Winner(s) shall not own any rights in the content, and the Participant and / or Winner(s) acknowledges that Mastercard shall be the sole owner of the content. The Participant and / or Winner(s) represents that any statements made by the Participant and / or Winner(s) during the content are true, to the best of the Participant's and / or Winner(s) knowledge, and that neither they nor the Participant's and / or Winner(s) appearance will violate or infringe upon the rights of any third party, nor give rise to any claim.

s. The Participant and / or Winner(s) hereby releases Mastercard, its contractors and their parent companies, subsidiaries, affiliates, licensees, successors and assigns, from any claim of any kind or nature whatsoever arising from the use of the content., including, but not limited to, defamation, invasion of privacy, right of publicity, copyright, or any other personal and/or property rights ("**Claims**") and agree that the Participant and / or Winner(s) will not now or in the future assert or maintain any Claims against Mastercard, its contractors or their parent companies, subsidiaries, affiliates, licensees, successors or assigns.

t. The Participant and / or Winner(s) hereby waives any right of inspection or approval of the Participant's and / or Winner(s) appearance or the uses to which the content may be put. The Participant and / or Winner(s) acknowledges that Mastercard will rely on this permission potentially, at substantial cost to Mastercard and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted under this content Consent.

4. GENERAL TERMS OF THE PROMOTION

a. All Prizes, that is, Priceless experience packages must be claimed within the period of the Campaign and within 48 (forty-eight) hours from date of being contacted by Mastercard's Agency.

- b. Mastercard and the issuing bank partners reserve the right to re-draw the reward if there have been at least 3 (three) unsuccessful attempts within 24 (twenty-four) hours to access the Mastercard winner. For the avoidance of doubt, missed calls and calls diverted to voice mails will not be considered as answered for purposes of this campaign.
- c. Mastercard, has the right, in its absolute discretion, to: (i) disqualify and/or remove any Winner or (ii) not qualify an Eligible Participant as a Winner, based on any suspicion of malpractice or malfeasance by or on behalf of such Eligible Participant. Mastercard reserves the right, in its absolute discretion, to disqualify without notice, any cardholder or Eligible Participant found to be: violating these Terms and Conditions; tampering or attempting to tamper with the entry process or the operation of the Promotion; acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Promotion. Any attempt by an individual to undermine the legitimate operation of this Promotion may be a violation of the applicable criminal and/or civil laws. Should any such attempt be made, Mastercard reserve the right to seek remedies, including criminal prosecution, and damages to the maximum extent permitted by law.
- d. Mastercard and the issuing bank partners may select additional reserve winners, who shall be contacted as the immediate next winners to replace any winners that may have been disqualified due to missed call attempts as provided in clauses 4 (a) and (b).
- e. Mastercard reserves the right to amend and adjust the Promotion format and timings as they deem fit and shall communicate the same as necessary.
- f. Although Mastercard has made reasonable efforts to ensure that all information and materials relating to the Promotion are accurate, they shall not be liable for any inaccuracy or errors in such information and/or material.

5. FORCE MAJEURE

Mastercard, their agents and sub-contractors will also not bear responsibility for any loss or damage to a participant, whether caused by self or any third party, arising from matters outside the control of Mastercard, their agents and sub-contractors including but not limited to force majeure events such as acts of God, terrorism, labour action or unrest, computer viruses, power outages; lockdowns, epidemics/pandemics or any other cause whatsoever beyond the control of the Affected Party.

6. EXCLUSION OF LIABILITY

- a. Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless all Mastercard employees, contractors and immediate family (spouse, parents, siblings, children, and household members), bank partners, agents and agencies, officers, directors and employees of each of them or third party involved in the development, facilitation or execution of this campaign from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to:
 - (i) failure to award any component of a prize due to government policies and restrictions on the occurrence of any similar public health emergency; or
 - (ii) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the entrant's participation in the Promotion or receipt, use or

misuse of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion and no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

- b. By entering the Promotion, all participants and winners agree to be bound by these Terms and Conditions which will be subject to interpretation by the Mastercard, whose interpretation shall be final and binding.
- c. In case of any queries or concerns on the Promotion, participants should contact Octagon Africa Pty at: 21 Scott Street, Waverley, Johannesburg, South Africa 2091.

7. AMENDMENT AND TERMINATION

- a. Mastercard reserves the right to amend, modify or change these rules at any time during the Promotion and/or to terminate the Promotion entirely, which amendment, modification, termination or change of these rules or the Promotion in consultation with BCLB.
- b. Termination of the Campaign will occur upon the lapse of the Campaign period or at such earlier or later time as determined by Mastercard upon approval by BCLB.

8. PRIVACY AND DATA PROTECTION

- a. To facilitate the Promotion and for marketing communications, Mastercard may process personal information relating to identified or identifiable natural persons, i.e. personal data, who participate in the Promotion. Mastercard will process this personal data in accordance with the company Privacy Policy and in accordance with data protection requirements under the Kenyan Data Protection Act, Act No. 24 of 2019.
- b. Mastercard may work with additional third parties in the campaign and the entrants hereby explicitly and unambiguously consent to the collection, use and transfer of personal data, between Mastercard, its issuing bank partners and marketing and communication agencies, to this campaign.
- c. Mastercard is committed to respecting and protecting the privacy of the personal data collected from the entrants through the issuing bank partners.

9. OTHER TERMS AND CONDITIONS

- a. All participants further warrant and represent that they have read and understood these terms and conditions and agree to be bound thereby.
- b. These terms and conditions and or any amendments are available on [pricless.com](https://www.pricless.com).
- c. Entrants or Participants of the Campaign are required to keep themselves updated on the terms and conditions of the campaign.
- d. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- e. The decision of Mastercard and BCLB on all matters relating to this Campaign is final.

- f. If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.