

VOUCHER REWARD CAMPAIGN **GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply to the Voucher Reward Campaign (the 'Campaign') organized by Loop DFS Limited ("The Company"). By participating in this Campaign, you will be deemed to have read, understood and agreed to be bound by all the terms and conditions below.

1.0 Campaign Period

The Campaign will run for 4 Weeks from 0000 hours ... 1ST...day of ...December..... to 0000 hours ...31st ...day of ...December.....2023 both dates inclusive (the "Campaign Period") unless determined otherwise by the Company.

2.0 Definitions

- 2.1 Loop Account means the electronic value account of a Loop Customer being the e-money record maintained by the Company and represented by an equivalent amount of conventional cash.
- 2.2 Loop Card shall mean the Physical debit card issued to the Customer by the Company.
- 2.3 Merchant means KFC being the merchant outlets in partnership with the Company to promote the Campaign.

3.0 Campaign Eligibility

- 3.1 To be eligible to participate in this campaign, you must be a Loop Customer with a verified account, request and collect your Loop Physical Card from the Company, must have funds in your Loop Account (At least KES 1,500) and must present the Voucher for redemption at the Merchant's outlet ("Eligible participant").
- 3.2 If you are a Loop Customer with no Physical Loop Card, you will be required to request and collect the Loop Card from the Company. During collection, you will be issued with the Loop Card and a KES. 500 Voucher redeemable at any of the Merchant's outlet.
- 3.3 Customers who have requested for card replacements or renewals are not eligible.
- 3.4 The Voucher shall be valid for a minimum period of time.

4.0 Participation and Reward

- 4.1 As an eligible participant, you will only receive the Voucher Reward when you fund your loop account with at least KES 1,500 and above, request and collect the Loop Card physically in a designated Loop Store or have it delivered to one of the delivery addresses as selected by you when applying for the card. You can then proceed to redeem the voucher at the merchant's outlet within the set timeframe.
- 4.2 The Voucher reward herein is non-transferable and non-exchangeable.

5.0 Amendment and Termination

- 5.1 The Company reserves the right to vary, extend and/or cancel the Campaign or amend these terms and conditions at any time. Any benefit of Campaign is subject to availability and the Company may change such offer at its discretion from time to time without notice to you.
- 5.2 Termination of the Campaign will occur upon the lapse of the Campaign period or at such earlier or later time as determined by the Company at its sole discretion, with or without prior notice.

6.0 Privacy and Data Protection

- 6.1 The Company shall collect personal information and payment data from Loop Customers and eligible participants of this Campaign via specific APIs. The Company shall use this data for the purposes of administration of this Campaign and at all times in adherence with all applicable data privacy laws.
- 6.2 The Company shall ensure the following:-
- a) Data collected will be used for validation and effecting the rewards to customers;
 - b) Data will only be stored in the Company's database and shall be processed in Kenya;
 - c) Data will be stored for a maximum of 10 years or for a longer period as may be prescribed by the Company in its capacity as controller and processor, or as may be determined by any law.
- 6.3 For purposes of effecting the campaign, the customer hereby explicitly consents to the collection, use and transfer of personal data, between the Company and its affiliates and/or subsidiaries and/or third parties.
- 6.4 The Customer consents to receiving notifications, SMS', calls, and other forms of communication from the Company in respect of marketing activities of the Campaign.
- 6.5 The Customer agrees that the Company may include their personal data in the Loop DFS databases which may be used for credit assessment, behavioral scoring and insight generation to identify products and services (including those supplied by third parties) which may be relevant to the Customer during the Campaign.
- 6.6 The Customer agrees to be bound by the Companies privacy policy as herein provided.

https://loop.co.ke/wp-content/uploads/2023/01/Privacy_Policy_20220909.pdf

7.0 Exclusion of Liability

7.1 The Company, its related bodies corporate and their respective officers, employees, contractors and agents (Campaign Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this campaign, the promotion of this campaign or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

7.2 The Company will not be liable for any losses or damage suffered by you as a result of or in connection with:

- a) unavailability of sufficient funds in your Loop Account;
- b) failure, malfunction, interruption or unavailability of the Loop Account, your equipment, or the Campaign;
- c) the money in your Loop Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- d) your failure to give proper or complete instructions for payments or transfers relating to your Loop Account;
- e) contributory fraud/negligence/deficiency on your part leading to any fraudulent or illegal use of the Campaign, the Loop Account and/or your equipment and whereupon you fail to immediately report suspected or known breaches to the us; or
- f) Your failure to comply with these Terms & Conditions and any document or information provided by us concerning the Campaign.

8.0 Warranty

8.1 No warranty or guarantee is given by The Company in relation to any aspects of the goods services offered by the Merchant. For avoidance of doubt, the merchants are independent from the Company.

8.2 The Company 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 Company or its staff or agents in connection with this Campaign.

9.0 Force Majeure

In no event shall the Company be responsible or liable for any failure or delay in the performance of its obligations arising out of or caused by, directly or indirectly, forces beyond its control,

including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Company shall use reasonable efforts to resume performance as soon as practicable under the circumstances. However, where such performance is not possible and/or commercially viable, the Company will not be liable for any failure to perform or delay in performing its obligations

10.0 Dispute Resolution

Any disputes that may arise must be forwarded to the Company's Customer Contact Centre within seven (7) days from the draw date for resolution. The decision of the Company shall be final and conclusive. This decision may however be made in consultation with the Merchant.

11.0 Governing Law

These terms and conditions will be governed by Kenyan law and subject to the exclusive jurisdiction of the Kenyan courts.