

# **B-ZAWADI PILOT PROGRAMME TERMS & CONDITIONS - CONSUMER**

The following terms and conditions apply to the Bamburi Cement B-Zawadi Reward Programme ('B-Zawadi'). By participating in the program, you will be deemed to have read, understood, and agreed to be bound by these terms:

### 1. Eligibility

B-Zawadi is open to all Kenyan residents who are 18 years of age or older and who are subscribers on the **Safaricom network**, with the **exception** of:

- a) Employees of Bamburi or its holding/subsidiary companies,
- b) Employees of Bamburi's contractors or suppliers and
- c) Employees of CUGI LIMITED (the 'Promoter'), and their immediate families

Bamburi may require proof of eligibility and reserves the right to require the return of any reward already issued in the event of a participant's ineligibility.

### 2. Programme Scope and Duration

- a) The programme will run in select hardware stores countrywide that buy cement directly from Bamburi Cement from 1st February 2023 (Start date) to 31st December 2024 (the closing date) both dates inclusive.
- b) The terms and conditions may be amended by reasonable notification at any time during the program. Participation by the entrants ("Participants") constitutes acceptance of these terms and conditions or subsequent changes.

## 3. Participating Reward Products

This programme will run on select Bamburi Cement brands as follows:

- a) Bamburi Nguvu Cement
- b) SETI 300 Tile Adhesive
- c) Bamburi Fundi Cement
- d) Bamburi Tembo Cement

# 4. How to Participate

- a) Participants can purchase any of the above mentioned 4 products through a direct Bamburi Cement Authorized retailer.
- b) To participate in the program, participants must self-register through USSD by dialing the short code \*459# and answering the 6 profile registration guestions before placing an order.

- c) Dialing the USSD short code is FREE of charge for all participant short code sessions (Each active session on the carrier is 180 seconds).
- d) To activate the receipt of cash rewards through point transfer, participants will prompt the retailer from whom they made a purchase to approve an order by entering the retailer's shop code that will be displayed in the outlet. This will then be followed by an input of details of the purchased order.
- e) The retailer will dial the USSD short code \*459# and approve or reject the order. An approval will trigger the transfer of points with a cash value to the participant. The rejection will trigger communication to contact the Bamburi B-Zawadi support team on 0709 724 000.
- f) Participants with successful order approvals by the Retailer will receive an SMS notification communicating that the order was successful.
- g) Bamburi will not accept responsibility for failure to participate in the program or receive/redeem points and their equivalent cash value as a result of failure of equipment, systems, satellite, network, server, mobile hardware, software of any kind or technical malfunction, or unauthorized human acts.

### 5. Rewards and Redemption

- The participant will receive an SMS with details of points earned after the respective retailer approves their order.
- b) Reward points and their cash equivalent will be issued against the Safaricom mobile number that generated the order and sent a prompt to the retailer for approval.
- c) Each brand purchased will be eligible for a guaranteed reward based on the brand.
- d) The rewards are summarized in the table below:

Brand	Point issued per bag	Point Value / Reward
Bamburi Nguvu Cement	1	Ksh. 10
SETI 300 Tile Adhesive	1.	Ksh. 10
Bamburi Fundi Cement	1	Ksh. 8
Bamburi Tembo Cement	1	Ksh. 5

- e) Points and their cash equivalent will be redeemed for cash which will be credited to the participant account via the Safaricom service Mpesa.
- f) The accrual of reward points will be on the basis

- of successfully confirmed orders and any other conditions that Bamburi may, at its sole discretion, determine from time to time.
- g) The reward points are not transferable from one participant to another.
- h) The reward points can only be redeemed directly through the USSD platform using the registered mobile phone for Safaricom cash (Mpesa); points will be automatically deducted from the participant's point balance upon redemption.
- i) By redeeming all reward points, the participant releases Bamburi from any and all liability regarding the redemption of the reward points.
- j) Bamburi shall not be responsible for any redemption of a participant's reward points by a third party.
- k) Reward points will expire three (3) months after the indicated program closing date. Expired points will be deemed to have been forfeited by the participant

### 6. Use of Personal Data

- a) By participating in B-Zawadi, a participant is deemed to have allowed Bamburi Cement to use and store the participant's personal information as provided, for the administration of B-Zawadi marketing/ research related activities tied to compliance with applicable laws; consented to Bamburi Cement sending the participant information on special offers, promotions and other marketing material to the registered mobile number.
- b) By registering to be a participant, the participant agrees that: Bamburi Cement may, for information, advertising, publicity or promotional purposes, use the participant's full name, photo, audio recording, video footage and other such media as it may at its sole discretion determine the participant will participate in any public relations or marketing activities if so required by Bamburi Cement without additional consideration. All ownership and intellectual property rights in the materials above are and shall remain the sole property of Bamburi Cement.

#### 7. Deregistration or Termination

- a) Bamburi Cement reserves the right to terminate B-Zawadi at any time without providing justification and without liability to the participant. In such an event, participants will be required to redeem their reward points within a stipulated period.
- b) Bamburi Cement reserves the right to terminate any individuals participation in B-Zawadi forthwith:
  - I. Upon any detection of fraud or attempted fraud in respect of enrolment, registration, accrual of or redemption of reward points;
  - II. Breach of any of these Terms and conditions or

- III. Any other circumstances as may be reasonably determined by Bamburi Cement.
- c) If a participant deregisters from B-Zawadi or participation is terminated in accordance with the above, the right to redeem the accumulated reward points will be lost and those points deemed to have been forfeited.

#### 8. General

- a) B-Zawadi and reward points are offered at the sole and absolute discretion of Bamburi Cement. Bamburi Cement reserves the right to vary these Terms and Conditions even where such changes may affect the redemption value of reward points already accumulated. Subsequent modifications to these Terms and Conditions will be posted on the Bamburi website www.lafarge.co.ke.
- b) All information, content and materials displayed or used in connection with B-Zawadi are the property of Bamburi Cement and its licensees. Save as permitted by law and with the written consent of Bamburi, no one should reproduce, publish, display, broadcast, or cause to be seen in the public such information, content or materials.
- c) Bamburi Cement reserves the right, at any time with or without notice, to change any aspect of B-Zawadi including, without limitation, these Terms and Conditions, the governing rules and special features or promotional offers.
- d) Bamburi Cement does not require any person to send money or other consideration so as to participate or redeem any reward, and will not be responsible for any loss or damage incurred by any person who does not heed this caution.
- e) These Terms and Conditions shall be governed by the laws of the Republic of Kenya and any disputes arising shall be resolved by Bamburi Cement, with decisions being final.