



**Terms and Conditions apply** 

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

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, and / or Retailers") 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) SETI 300 Tile Adhesive
- b) Bamburi Nguvu Cement
- c) Bamburi Fundi Cement .
- d) Bamburi Tembo Cement

#### 4. How to Participate

- a) A retailer with a direct account with Bamburi Cement and regularly stocking Bamburi brands will opt into the program by dialing \*458# to register.
- b) Dialing the USSD short code \*459# to access the platform will be FREE of charge.

- c) The retailer,s Bamburi Cement SAP number will act as the hardware shop code. A unique identifier used by consumers to initiate the transfer to reward points after a purchase of a participating brand. This code will be openly displayed at the participating hardware.
- d) Once the retailer purchases promotional products from Bamburi Cement, they will receive the equivalent of points for purchase. The retailer will disburse his/her points to an end consumer upon completion of payment for the purchase of any of the brands. The trigger for point disbursement from Retailer to Consumer is activated by the Consumer inputting the displayed unique hardware code.
- e) The retailer will dial the USSD short code \*459# and approve or reject the order raised by the consumer. 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) The retailer will receive an SMS notification with details of their point balance following an approval.
- g) Bamburi Cement will not accept responsibility for failure of equipment, systems, satellite, network, server, mobile hardware, software of any kind or technical malfunction, or unauthorized human acts.

## 5. Rewards and Redemption

- a) The retailer will receive an SMS with details of points earned after successfully purchasing any of the participating brands from Bamburi Cement using their direct account.
- b) Points will be issued against the Safaricom mobile number registered to the retailer.
- c) Each bag of cement will be eligible for a point with an equivalent cash value tagged to 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) The accrual of points will be on the basis of

purchases made from Bamburi Cement and any other conditions that Bamburi Cement may, at its sole discretion, determine from time to time.

- f) The reward points are only transferable to consumers who have successfully made a purchase from the respective retailer via B-Zawadi.
- g) Points will be automatically deducted from the retailer's point balance upon successful confirmation of a consumer's order.
- h) By disbursing all reward points, the retailer releases Bamburi Cement from any and all liability regarding the disbursement of points.
- Bamburi Cement shall not be responsible for any disbursement of a retailer's reward points by a third party.
- j) Reward points will expire three (3) months after the program closing date. Expired points will be deemed to have been forfeited by the retailer.

# 6. Use of Personal Data

- a) By participating in B-Zawadi, a retailer is deemed to have allowed Bamburi Cement to use and store the retailer'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 retailer information on special offers, promotions and other marketing material to the registered mobile number.
- b) By registering to the program, the retailer agrees that: Bamburi Cement may, for information, advertising, publicity or promotional purposes, use the retailers's full name, photo, audio recording, video footage and other such media as it may at its sole discretion determine the retailer 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.

# Deregistration or Termination

7.

- a) Bamburi Cement reserves the right to terminate B-Zawadi at any time without providing justification and without liability to the retailer.
- b) Bamburi Cement reserves the right to terminate any retailer 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 retailer deregisters from B-Zawadi or participation is terminated in accordance with the above, the right to earn reward points will be lost and those points will be 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 receipt of reward points post purchase of cement. 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 receive reward points, 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.