

**TERMS AND CONDITIONS GOVERNING PARTICIPATION IN THE KENYA “COKE STUDIO 2015”  
UNDER THE CROWN SHORT MESSAGE SERVICE (‘SMS’) PROMOTION (THE “PROMOTION”)**

The following terms and conditions apply exclusively to the aforementioned Promotion and all participants in the Promotion are deemed to have read, understood and accepted the same:

**Organization, Duration and Entry Procedures to the Promotion**

1. The Promotion is organized by Coca-Cola Central East and West Africa Limited, Nairobi Bottlers Limited, Rift Valley Bottlers Limited, Equator Bottlers Limited, Kisii Bottlers Limited, Mt. Kenya Bottlers Limited, Coastal Bottlers Limited (hereinafter referred to as the “Organizers”).
2. To participate in the Promotion, participants and winners will be required to do the following:-
  - a) Buy a 200ml, 300ml, or 500ml Returnable Glass Bottle (‘RGB’) of the Coca-Cola beverage product in Kenya.
  - b) Check under the yellow crown for a pin-code.
  - c) Send the pin-code at no charge to the short code 544.
  - d) The participant will then receive a confirmation message on their mobile phone with the bundled prize of free 15 On -Net SMS and 15MB Internet Data by Safaricom Limited (‘The Prize’).
  - a) The Prize resources shall be valid for forty eight (48) hours only from receipt of the confirmation message.
3. There is no registration fee or other monies payable by consumers to participate in the Promotion.
4. The Promotion shall commence on 7<sup>th</sup> of September 2015 and end on 15<sup>th</sup> November 2015 with a further period of up to 31<sup>st</sup> December 2015 strictly for redemption of Prizes.

**Eligibility for Participation**

5. The Promotion is open to residents and citizens of Kenya. Participants and winners who are minors aged 13 years and below must be assisted to the extent necessary by their parent or lawful guardian.

6. The Promotion is open to the public provided one has a pre-paid active and duly registered mobile phone sim-card connected to the Safaricom Limited cellular network.
7. There is no limit to the number of times participants and winners can enter and participate in the Promotion.
8. The participating brand is only COCA-COLA in 200ml, 300ml and 500ml RGB.

#### **Use of Personal Data**

9. The Organizers may require any of the winners (at no fee) to be identified, photographed and published in printed media, online, or to appear on radio, television, billboard or any other relevant media when accepting their Prizes and/or after they received their Prize.
10. The Organizers shall have the right to use and/or store any photographs, audio recording or video footage of any winners in perpetuity including on the internet, now known or hereafter developed worldwide, without compensation to the winners and subject to no limitation whatsoever.
11. All the intellectual property rights in the footage, audio, photo and visual recordings of any participant in the Promotion, his / her family and surrounding onlookers is and shall at all times remain the sole property of the Organizers.
12. Use of the materials stated above shall be at the Organizers' discretion and the Organizers shall be entitled to disclose any of the participant's details for administering the Promotion, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

#### **General Rules of the Promotion**

13. The Organizers may refuse to grant the Prize or any part thereof to any participant in the event of fraud, dishonesty or non-entitlement to participate in the Promotion under these Terms and Conditions.
14. The Organizers reserve the right to amend and adjust the Promotion format and timings as they deem fit.

15. The Organizers reserve the right to amend the Prize as they deem fit at any point during the Promotion.
16. Although the Organizers have used 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. The Organizers, 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 the Organizers, their agents and sub-contractors including but not limited to force majeure events such as acts of God, computer viruses, power outages, etc; and
  - Any technical failure or malfunction or any other problem with any machine, telephone network or system, service provider software or otherwise which may result in missing characters in the SMS messaging, any communication being lost or not properly received, registered or recorded.
17. In case of any queries or concerns on the Promotion, consumers are directed to call the Customer Care number 100.
18. By entering the Promotion, all participants and winners agree to be bound by these Terms and Conditions which will be interpreted by the Organizers, whose decision regarding any dispute will be final and binding. The Organizers reserve the right to amend, modify or change these rules at any time during the Promotion.
19. These Terms and Conditions shall be governed by and construed in accordance with the laws of Kenya and the Participant(s) submit irrevocably to the jurisdiction of the Courts in Kenya.
20. 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.
21. COCA-COLA, the Coca-Cola Contour Bottle Design, Coke, Headphones in Africa and Dynamic Ribbon Device are registered trademarks of the Coca-Cola Company. © 2015