

## LIPA NA M-PESA FUEL LOYALTY PROGRAMME

The following terms and conditions apply to the Lipa Na M-PESA loyalty (the **"Loyalty Programme"**) and by participating in the Loyalty Programme you will be deemed to have read, understood and accepted the same:

### 1. Loyalty Programme

All customers who participate in this Loyalty Programme in accordance with these terms and conditions will receive free talk time worth 1 minute of Safaricom to Safaricom (on-net) calls or such other amount as Safaricom shall publish in its Loyalty Programme materials from time to time ("Free talk time").

### 2. Loyalty Programme Period

The Loyalty Programme will run from 23:59hrs on 27<sup>th</sup> November, 2014 to 23:59hrs on 27<sup>th</sup> February, 2015 (**"Loyalty Programme Period"**). This period may be extended from time to time by Safaricom and such extension shall be published together with its Loyalty Programme Materials.

### 3. Eligibility

Eligible participants must be Safaricom customers holding a Pre-paid or Post-paid line and further registered with M-PESA (**"Participants"**);

### 4. How to Participate

- (a) Participants must purchase fuel worth Ksh.500 and above or such amount as Safaricom shall provide in its Loyalty Programme materials (the **"Fuel Amount"**) by way of Lipa Na M-PESA in Participating Outlets.
- (b) Both Pre-paid and Post-paid Customers participants who purchase the Fuel Amount shall receive free talk within twenty four (24) hours of purchase for every unit of Kshs. 500 worth of fuel purchased.
- (c) Participants will receive an SMS message from Safaricom confirming the award of Free -talk time.

### 5. Loyalty Programme-Terms

- a. Safaricom reserves the right to withdraw any talk time awarded to a Participant where Safaricom establishes in its sole discretion that the Participant has acted fraudulently.
- b. By agreeing to participate in the Loyalty Programme-, all Participants agree that personal information (including name and telephone number) can be made public in such media as Safaricom may choose (including but not limited to the internet) and that they will further agree to participate in all public relations and marketing activities relating to the Loyalty Programme without additional consent, payment or consideration.
- c. In the event that the owner of the Prepaid or Postpaid telephone number and the user of that number are different persons, the talk time awarded is deemed awarded to the owner of the telephone number and not the user.
- d. Safaricom reserves the right to suspend or terminate the Loyalty Programme or amend these terms and conditions at any time for any reason. Any amendment to these terms and conditions may be published on the Safaricom website [www.safaricom.co.ke](http://www.safaricom.co.ke) or any one daily newspaper as Safaricom in its sole discretion chooses.
- e. Although Safaricom will use reasonable efforts to ensure that all information relating to the Loyalty Programme is accurate and that systems utilised in the Loyalty Programme run properly, Safaricom will not be liable for any delays of whatever nature and matters outside its control including any failure of the M-PESA system or any telecommunications system.
- f. In the event that a Participant does not receive an the award of Free Talk time within twenty four (24) hours, then the Participant will be required to get in touch with Safaricom's Customer Care through the channels made available to Safaricom's customers for that purpose.

### 6. Participating Outlets

Participants shall be eligible for Free talk time if they purchase fuel from outlets operated by Total Kenya, Vivo Kenya (Shell), Oil Libya, Kenol Kobil, Gulf Energy, Gulf Energy Pima Gas Dealers, Hashi, Galana Oil (Delta Stations), National Oil, Engen or any other fuel station/operator communicated by Safaricom from time to time in its Loyalty Programme Materials.



**CAUTION:** Safaricom does not require subscribers to send airtime, money or other consideration in order to award any of the Loyalty Programme prizes and will not be liable for any losses or other damage incurred by subscribers who do not heed this caution.