

## SAFARICOM REWARD PROGRAMME- BONGA

The following terms and conditions apply to the Safaricom Reward Programme (the “Programme”) and will continue on an ongoing basis unless terminated in accordance with item 9 below.

By participating in the Programme you will be deemed to have read, understood and accepted these terms and conditions.

### 1. Definitions

- a) “**You**” or “**Participant**” means a Safaricom subscriber who has enrolled to participate in the Programme as provided in item 2.2 below;
- b) “**Merchandise**” means physical or other items or services offered as rewards by Safaricom from time to time;
- c) “**MSISDN**” means Mobile Subscriber Integrated Services Digital Network Number which is your mobile number;
- d) “**Reward Points or Bonga Points**” means points earned and accumulated as provided in item 3 below;
- e) “**USSD**” means Unstructured Supplementary Service Data.

### 2. Participation

#### 2.1 Eligibility

The Programme is open to both Safaricom PostPay and Prepay subscribers who choose to enrol on the Programme as provided in item 2.2 below but will exclude Simu ya Jamii, Dealer Sambaza operators and such other category of subscribers as Safaricom may communicate from time to time.

#### 2.2 Enrolment Procedure

2.2.1 In order to become a Participant, you will be required to enrol on the Programme by sending an SMS with the word “*Bonga*” to the short code 125 or by using such other enrolment method as Safaricom may communicate from time to time.

2.2.2 Enrolment on the Programme will be free and you will be deemed to have been enrolled once you receive a confirmation SMS to that effect from Safaricom.

#### 2.2.3 Warranties Given By the Participant

In addition to complying with the provisions of this terms and conditions you warrant to Safaricom that:

- (a) The information given by you at the time of personal data registration is complete, true and accurate and that you will inform Safaricom of any subsequent changes to such particulars.
- (b) You will not sell barter or attempt to assign, transfer or deal with the *Bonga* Points accrued otherwise than as authorised by these terms and conditions.
- (c) You will give to Safaricom such information as is requested in order to verify your entitlements under the Programme or for any other purpose whatsoever.
- (d) You will not act in a manner likely to affect the good name of Safaricom.
- (e) You own or are authorised to use the Safaricom line against whose usage *Bonga* Points will accrue.
- (f) You will at all times be solely responsible for the safety and use of your Safaricom line.

### **3. Bonga Points**

#### **3.1 Earning Bonga Points**

The accrual of *Bonga* Points will be on the basis of your enrolment, usage, stay on the Safaricom network and such other criteria as Safaricom may communicate from time to time.

##### **3.1.1 Activities that will not earn you Bonga Points**

You will not earn any *Bonga* Points from:

- (a) Airtime top ups.
- (b) Free data or voice time given as part of Safaricom promotional offers.
- (c) Discounts or credits for inaccurate billing.
- (d) Airtime transfers.
- (e) Fees charged for migrating between tariffs.
- (f) Deposits paid to Safaricom to allow access to certain Safaricom services.

3.1.2 If you are a Prepay subscriber you will not be eligible to redeem your *Bonga* Points if your account is in expiry which means the period during which you have not topped up your Prepay account and your account has been temporarily deactivated allowing you to only receive calls and SMS.

3.1.3 If you are a PostPay subscriber you will only be able to redeem your *Bonga* Points upon settling your monthly bill. For the avoidance of doubt if your account is disconnected, overdue, on auto bar, in collection or suspended you will not be eligible to redeem your *Bonga* Points.

#### **3.2 Checking Your Bonga Point Balance**

3.2.1 You may check the number of *Bonga* Points accumulated by:

- **If you are a Prepay Subscriber:**

- (a) Sending an SMS with the word "Points" to the short code 124; or
- (b) Calling or otherwise contacting customer care; or
- (c) Accessing the Safaricom website [www.safaricom.co.ke](http://www.safaricom.co.ke) and following the instructions provided; or
- (d) Such other mode as Safaricom may provide time to time.

- **If you are a PostPay Subscriber:**

Your *Bonga* Points balance will be credited at the end of the month and reflected in your monthly bill.

3.2.2 Safaricom will not allocate *Bonga* Points and may reverse or cancel any *Bonga* Points allocated where it is found that such *Bonga* Points were accrued in breach of these terms and conditions or otherwise incorrectly.

### **4 Redemption of Bonga Points**

#### **4.1 Available Rewards and how to redeem your Bonga Points**

You will be able to redeem your *Bonga* Points for Safaricom products and services, Merchandise and such other rewards as Safaricom may offer from time to time ("**Rewards**").

Information regarding the available Rewards and the applicable redemption requirements will be communicated by Safaricom in the press, Safaricom website or any other means from time to time.

## 4.2 What else you need to know about the redemption of your *Bonga* Points

- (a) Once you have communicated your request to redeem as described above, such request cannot be revoked, amended or exchanged for another reward nor will the redeemed points be reinstated to you.
- (b) PostPay Participants will not be entitled to use accrued *Bonga* Points to settle outstanding bills or to redeem airtime for use in their PostPay line or any other Safaricom PostPay line.
- (c) Merchandise advertised from time to time and featured at the Safaricom website ([www.safaricom.co.ke](http://www.safaricom.co.ke)) is subject to availability. The receipt by Safaricom of an intention to redeem such items will not constitute a reservation of that item.
- (d) Safaricom reserves the right, at its absolute discretion to set any quota for, or replace or withdraw any featured Reward at any time and to substitute any Reward requested for redemption by a Participant for a different Reward of comparable point value to the particular Reward requested by the Participant.
- (e) The redeemers of all Merchandise will be required to identify themselves through the presentation of such documentation as shall be considered suitable for verification by Safaricom including but not limited to any of the following forms of identification: original Identification Card/original Passport.
- (f) By redeeming *Bonga* Points you release Safaricom from any and all liability regarding the redemption of the *Bonga* Points.
- (g) Safaricom is not responsible or liable for any redemption of your *Bonga* Points balance where the redemption was not authorised by you.

## 5 Expiration of Your *Bonga* Points

5.1 *Bonga* Points accumulated will be deemed to have expired:

- (a) Within a specified period from the time they were accrued and such a period will be communicated by Safaricom from time to time;
- (b) In the event a Participant's line has been inactive and has been deleted in accordance with Safaricom's PostPay or Prepay terms and conditions.

Expired points will be deemed to have been forfeited by the Participant.

5.2 Upon termination of the Programme as provided in item 9.2 below you will be required to redeem your *Bonga* Points within 2 months from the date on which Safaricom publishes a notice of termination. Points not redeemed within this period will be deemed to have expired and thereby forfeited by the Participant.

5.3 Safaricom will not be obligated to offer an extension on expired points nor offer any cash refunds or other exchanges or compensation whatsoever for expired *Bonga* Points.

## 6 Use of Personal Data

Safaricom will use and be entitled to disclose the personal information you provide for the following purposes:

- (a) Administering the Programme.
- (b) Fraud prevention and law enforcement.
- (c) Marketing and research related activities.
- (d) Such other purposes as may be provided in the terms and conditions of use of any of the Safaricom products and services.
- (e) Compliance with any legal requirements or court order.

## 7 Transfer of *Bonga* Points

### 7.1 General Terms for Transfer of *Bonga* Points:-

- (a) You must have a minimum of 100 *Bonga* Points to perform a transfer.
- (b) You will only be able to transfer a minimum of fifty (50) points during each attempt.
- (c) There is no maximum number of Points that you can transfer.
- (d) You must maintain and/or retain a minimum balance of fifty (50) points in your *Bonga* Points account. You cannot transfer all your *Bonga* Points.
- (e) Transfer of *Bonga* Points is not limited to any multiples; both even and odd figures will be processed.
- (f) Safaricom will not charge any service fee on the transfer transactions.
- (g) Service will be unavailable to subscribers whose accounts are fraud locked
- (h) *Bonga* Points can only be transferred to and by subscribers enrolled onto the Programme
- (i) There is no limit to the number of times that you can transfer your *Bonga* Points
- (j) *Bonga* Points once transferred will not be reversed.
- (k) Safaricom will act on all requests from your mobile line for transfer of *Bonga* Points. Safaricom will not be liable for any claims or allegations of irregular requests for transfer of *Bonga* Points.
- (l) All mobile lines enrolled under Safaricom Corporate accounts are not eligible for transfer of *Bonga* Points.
- (m) It is your sole responsibility to keep your mobile phone and PIN secure. Safaricom will not be liable for any claims or allegations of irregular requests for transfer of *Bonga* Points.

### 7.2 How to Transfer your *Bonga* Points

- (a) To transfer *Bonga* Points through our USSD service, you will follow the prompts below:
  - (i) Dial **\*126#** and select the sub menu **"4: to Transfer *Bonga* Points"**; or dial **\*126\*4#**;
  - (ii) Enter the recipient mobile number;
  - (iii) Enter the number of *Bonga* Points intended to be transferred;
  - (iv) Enter *Bonga* PIN;
  - (v) Click **"OK"** to confirm
- (b) You will receive a message informing you of the status of the transfer

### 7.3 Setting or Changing Your *Bonga* PIN

To transfer your *Bonga* Points, you will be required to insert your *Bonga* PIN as follows or as may be communicated by Safaricom from time to time:-

#### 7.3.1 PrePay Subscribers

- (a) If you are using the *Bonga* PIN functionality for the first time, you will follow the prompts below to set your *Bonga* PIN:
  - (i) Dial **\*126#** and reply with **5** or dial **\*126\*5#**
  - (ii) Enter ID number

- (iii) Enter the last direct top up amount
  - (iv) Enter PIN
  - (v) Confirm PIN
  - (vi) Click “OK” to confirm
- (b) To change or re-set your *Bonga* PIN, you will follow the prompts below:
- (i) Dial \*126# and reply with 5 or dial \*126\*5#
  - (ii) Enter the current *Bonga* PIN
  - (iii) Enter the last direct top up amount
  - (iv) Enter new PIN
  - (v) Confirm new PIN
  - (vi) Click “OK” to confirm

### 7.3.2 PostPay Subscribers

- (a) If you are an existing PostPay subscriber, an auto-generated PIN will be sent to your mobile phone. You will then change the auto-generated PIN by following the prompt below:
- (i) Dial \*126# and reply with 5 or dial \*126\*5#
  - (ii) Enter the auto-generated PIN
  - (iii) Enter preferred *Bonga* PIN
  - (iv) Confirm preferred *Bonga* PIN
  - (v) Click OK to confirm
- (b) PostPay subscribers who enrol onto the *Bonga* Loyalty Programme after the launch of the *Bonga* PIN feature will contact Customer Care or visit a Safaricom Shop to obtain their *Bonga* PINs. To change the *Bonga* PIN so obtained, you will follow the prompts in 7.3.2 (a) above.

## 8 General issues, Variation and Limitation of Liability

- 8.1 The Programme and *Bonga* Points are offered at the sole discretion of Safaricom and Safaricom reserves the right to vary the terms and conditions of the Programme including but not limited to the minimum number of *Bonga* Points required to redeem a reward, types of rewards, conditions of participation etc even though such changes may affect the redemption value of the *Bonga* Points already accumulated. Subsequent modifications to these terms and conditions will be posted at [www.safaricom.co.ke](http://www.safaricom.co.ke).
- 8.2 In the event these terms and conditions are amended or varied as provided in item 8.1 above then your continued participation in the Programme will be deemed to be an acceptance of such a variation.
- 8.3 *Bonga* Points of one Participant cannot be combined with those of other Participants.
- 8.4 *Bonga* Points have no cash value and together with the Programme rewards are not exchangeable for cash or any other consideration and shall not be sold.
- 8.5 The *Bonga* Points you accrue do not constitute your property nor do they entitle you to a vested right or interest and in this regard are not transferable, or assignable to any other Participant save as stated in these terms and conditions.
- 8.6 Any *Bonga* Points earned by you prior to migrating to another Safaricom tariff plan will not be lost but will continue to accumulate in your name.
- 8.7 In the event your participation in the Programme is subject to the approval of a third party then Safaricom will not be liable to you in the event it complies with the instructions of such person in determining your continued enrolment and redemption of accrued *Bonga* Points. The burden of proving ownership of the enrolled line rests with the third party who will be

required to provide sufficient proof of ownership of the line including without limitation the SIM and SIM pack containing the PIN and PUK numbers.

8.8 Safaricom makes no warranty, express or implied, regarding the merchantability, fitness for a particular use or otherwise, regarding any Merchandise or other Rewards obtained by redemption.

8.9 Safaricom will not be liable to a Participant for any monetary loss or damage. Without limitation Safaricom is not liable to a Participant for any direct or indirect loss, damage or expense regardless of whether the same arose from negligence, breach of contract or otherwise, and regardless of whether Safaricom has any control over circumstances giving rise to the claim or not.

## **9 Deregistration and Termination**

9.1 You will be able to deregister yourself from the Programme by contacting Safaricom customer care.

9.2 Safaricom reserves the right to terminate the Programme at any time, without providing justification and without liability to you. Notice will be published in a local daily and will be effective immediately upon publication of the notice. In such event Participants will be required to redeem their *Bonga* Points within the period set out in item 5.2 above.

9.3 Safaricom reserves the right to terminate your participation in the Programme with immediate effect in the following circumstances:

(a) Upon any detection of fraud or attempted fraud relating to your enrolment, registration, the accrual and redemption of *Bonga* Points;

(b) Breach of any of these terms and conditions;

(c) If a PostPay subscriber; you terminate your PostPay agreement and do not migrate to a pre-paid tariff;

(d) If you port out your number from the Safaricom network;

(e) Any other circumstances (justification for which will not be provided) as may be determined by Safaricom.

8.4 If your participation in the Programme is terminated under any of the circumstances set out in item 8.3 above then you will lose your right to redeem your accumulated *Bonga* Points and the same will be deemed to have been forfeited in which case the provisions of item 5.3 above will apply. In addition Safaricom reserves the right to take appropriate legal action as it deems necessary and to recover damages and other expenses incurred in pursuing such action.

## **9 Disputes**

These terms and conditions are subject to interpretation by Safaricom and any questions or disputes regarding a Participant's eligibility for the Programme, the earning and redemption of *Bonga* Points and a Participant's compliance with these terms and conditions will be resolved by Safaricom and decisions reached will be final.

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