

TERMS AND CONDITIONS FOR THE SAFARICOM FREE FIRST CALL OF THE DAY PROMOTION

These terms and Conditions apply to the Safaricom Free First Call of the Day promotion (“the **Promotion**”) and by participating in the Promotion, you will be deemed to have read, understood and accepted the same and conditions set out herein: -

1. Eligibility

The Promotion is available to Safaricom Prepay Customers on Uwezo & Blaze Tariffs, whose monthly spend on voice calls is less than Ksh 150.00 per month.

2. The Promotional Period

The Promotion will run for **ninety (90) days** from **0000hrs** on **21st March 2023** to **2359hrs** on **18th June 2023** (“**Promotional Period**”).

3. How to Participate

- (a) Eligible subscribers will be identified on the Safaricom network as defined in clause 1 above. They will receive an SMS informing them of the offer at the start of the Promotion.
- (b) During the Promotional Period, every first call of the day will be free up to 10 Minutes.
- (c) If the call is longer than 10 minutes, normal billing will take place from the 11th minute.
- (d) For the purpose of this Promotion, the free first call of the day will apply to local on-net & off-net calls only.

4. Terms of use for the free first call of the day

- (a) If you are eligible for free first call of the day, it will be automatically provided to you daily during the Promotional Period.
- (b) The free first call of the day offer will be subject to a Fair Usage Policy (FUP) of 10 minutes.
- (c) The free call will be limited to the first call of the day for up to 10 minutes during that call.
- (d) The Safaricom Prepaid Tariff Guide will be applied to any usage that exceeds the first 10 minutes.
- (e) Using the free first call of the day, you can make a call to Safaricom to Safaricom or Safaricom to any other local networks.

- (f) You cannot participate in the Promotion while roaming or for making international calls.

5. Privacy

i. Definition

“Personal Information” means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number, location data.

ii. Collection of information

We are required by law to collect certain personal information and are legally obligated to deny you the service if such information is not available.

Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

iii. Privacy

We are committed to respecting and protecting the privacy of the information we collect from you. Our privacy statement, as updated from time to time, explains how we treat your personal information, who we share your information with and measures taken protect your privacy when you use our Service. This can be found on [Safaricom Data Privacy Statement](#). If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.

iv. Minors

When registering a minor as a Safaricom subscriber, a person with parental authority shall open and maintain an account in their name for and on behalf of the minor. For purposes of these Terms and Conditions, a person with parental authority shall include the birth parents of a minor, legal guardian or other person who can demonstrate legitimate authority over the minor's affairs.

6. Extension of Terms

- (a) The Promotion will not be available in conjunction with other promotions and rewards.
- (b) The resources in the Promotion will be subject to Safaricom's fair use policy.
- (c) Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom Prepay and PostPay Terms and Conditions and other Services that you may be using.

- (d) Safaricom reserves the right to amend or vary these terms and conditions or to withdraw this Promotion at any time. In any of these events, notice will be given via SMS to the eligible subscribers and will be effective immediately or as at the date referred in such notifications.
 - (e) These Terms and Conditions are available at www.safaricom.co.ke
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