



#### TERMS AND CONDITIONS FOR THE SAFARICOM CHAT IBAMBE SERVICE

The following terms and conditions apply to the Safaricom Chat Ibambe Service ("**the Service**") and by participating in the Service, you will be deemed to have read, understood and accepted the same:

#### 1. The Service

This Service seeks to enable eligible Safaricom subscribers to send more SMS for less.

## 2. Eligibility

This Service is open to Safaricom Individual PrePay subscribers on Uwezo tariff and Baraka tariff.

## 3. Launch of the Service

The Service will be launched at 0000hrs on 18th May 2022.

## 4. How to Participate

- (a) Eligible subscribers can opt in by dialling \*188# and follow the prompts to activate the Service ("Participating Subscribers").
- (b) You will be assigned a **Daily SMS Target** based on your average daily SMS usage.
- (c) Upon attainting your Daily Target, the Participating Subscriber shall be awarded daily SMS's ("Daily Reward").
- (d) The Daily SMS Target must be achieved by 2359hrs of the target day for you to be awarded the Daily Reward.
- (e) You may check for the Daily SMS Target to be achieved and the balance of the Daily Reward by dialling \*188#.
- (f) Participating Subscribers can opt out of the Product by dialling \*188# selecting the option made available for unsubscribing.
- (g) You may achieve your Daily SMS Target by sending a chargeable SMS, or by purchasing any daily, weekly or monthly SMS bundle on \*188#.

## 5. Particulars of the Service

Below are details of the Service, the target spends and the daily rewards based on spend.

Target Spend	Daily reward	SMS Validity
2 /=	10	Midnight
5 /=	20	Midnight

10 /=	200	Midnight
20 /=	400	Midnight
50 /=	1000	Midnight

## 6. Validity

The Daily Reward is valid until midnight.

## 7. Privacy

## (a) **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.

## (b) 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 availed.

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 a quality Service.

## (c) **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 services. 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.

## (d) Minors

When registering a minor as a subscriber, a person with parental authority may open and maintain a mobile number in their name for and on behalf of the minor. For purposes of this agreement, 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.

# 8. General Terms

(a) The use of the Daily Reward SMS will not earn Bonga Points.

- (b) Daily Reward SMS is not transferable (Sambaza).
- (c) The Daily Reward may be used for local on-net SMS and local off-net SMS.
- (d) You may from time to time receive a SMS in relation to the Service informing you of your daily usage towards the Daily SMS Target.
- (e) The Daily Reward will be used in priority to your purchased airtime, Okoa Jahazi airtime and SMS bundles.

## 9. Amendment of These Terms

Any update or amendment to these Terms and Conditions including privacy terms will be available on the Safaricom website - <a href="www.safaricom.co.ke">www.safaricom.co.ke</a> and will take effect from the date of notification of the update or amendment.

#### 10. Extension of Terms

- (a) Save as modified above, these Terms and Conditions are supplemental to and subject to the published Safaricom Prepay Terms and Conditions and other Services that you may be using.
- (b) Safaricom reserves the right to amend or vary these terms and conditions or to withdraw the Service 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.
- (c) These Terms and Conditions are available at www.safaricom.co.ke.