

TERMS AND CONDITIONS FOR THE CHANGES IN SAFARICOM TUNUKIWA SMS OFFERS

The following Terms and Conditions apply to the changes in Safaricom Tunukiwa SMS offers and by purchasing the changed offers you will be deemed to have read, understood and accepted the same: -

1. The Offer

Safaricom Subscribers will be presented with an option to buy revised Tunukiwa SMS bundles. Each customer will be presented with one Tunukiwa SMS bundle option based on their usage profiles.

2. Eligibility

The Promotion is open to all Safaricom PrePay and PostPay Customers.

3. Offer Start Date

This is a permanent offer which will commence at 0000 hrs. on **25th January 2018**.

4. How to Participate

- (a) Eligible subscribers will be identified and contacted by Safaricom via SMS when the new offers are launched on the Tunukiwa Menu.
- (b) Eligible subscribers will purchase the new SMS bundle by dialling ***444#** from their Safaricom line.
- (c) Eligible subscribers can purchase the resources as many times as possible every day depending on their preferences.

5. Promotion Rules

- (a) The validity of the resources will be 24 Hours after purchase.
- (b) The amount deducted from the purchase of this offer will not be considered in the aggregation of usage for the achievement of *Stori Ibambe* targets.
- (c) The 24 hr SMS bundle can be used to extend any other pre-existing SMS bundles
- (d) The 24 hr SMS bundle validity can be extended by purchasing another SMS bundle of longer validity

6. 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 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 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.

(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.

7. Other Terms

(a) All other applicable rates for use of other Safaricom services remain unchanged.

(b) Safaricom reserves the right to amend or vary these terms and conditions including the privacy terms or to withdraw the Promotion at any time. In any of these events, notice will be given via media advertisements (including at Safaricom's discretion, on the Safaricom website www.safaricom.co.ke) and will be effective immediately or as at the date referred in such notifications. Any update to the privacy terms will be available on the Safaricom website www.safaricom.co.ke and will take effect from the date of notification of the update.



(c) These terms and conditions are supplemental to and subject to the published Safaricom PrePay and Post Pay Terms and Conditions including the provisions on Privacy and terms of use for any other Safaricom service that you may be enjoying, available on www.safaricom.co.ke