

**TAP TO PAY WITH VISA AND GET REWARDED CAMPAIGN TERMS & CONDITIONS – NAIVAS SUPERMARKET**

The following terms and conditions apply to the *Tap to Pay with Visa and get rewarded Naivas* promotion. By participating in the promotion, you are deemed to have read, understood and accepted the same:

**1. Campaign Duration**

- (a) The campaign will run till 18<sup>th</sup> December 2022 everyday.
- (b) The Promoter reserves the right (on its sole and absolute discretion) to extend, shorten, suspend the time period of the Promotion or terminate the Promotion for technical, commercial, and/or operational reasons, or for reasons beyond its control. The Promotion, Prize and Terms and Conditions may be reasonably amended by the Promoter, at any time during the Promotion. In such event, all Participants waive any rights that they may have/purport to have in terms of this Promotion, and acknowledge that they shall have no recourse against the Promoter whatsoever.

**2. Campaign Eligibility:**

- a) The Promotion is open to customers who pay with their Visa contactless card to purchase goods worth Ksh 3,000 (minimum) from all Naivas outlets.
- b) Any eligible natural person who is 18 years or older,
- c) The parent or guardian of a minor, may participate in the Promotion.
- d) No director, employee, agent or consultant of:
  - a. the Promoter;
  - b. any other subsidiary or associated person who controls or is controlled by the Promoter;
  - c. the supplier of goods or services in connection with the Promotion; or
  - d. The marketer of the Promotion; and/ or Agencies of the promoter or their spouses, life partners, business partners or immediate family members, may enter this Promotion.
  - e. The right of admission into the Promotion rests solely with the Promoter.

### **3. Entry into the Campaign**

If you are a customer and you wish to participate in the promotion, please note the process here under:

- (i) To enter into the promotion, purchase goods at all Naivas stores using your Visa contactless card and tap to pay;
- (ii) The purchase must be worth Ksh 3,000 and above
- (iii) The purchase must be during the promotion period
- (iv) A customer does not have to register for the campaign

### **4. The Campaign reward**

- a) Customers who meet the entry requirements are eligible for a Ksh 200 voucher. The Naivas Voucher is available on a first come first serve basis depending on the voucher allocation to the Naivas outlets on specific dates.
- b) The reward voucher of Ksh 200 shall be issued to the eligible customers instantly through POS/till.

### **5. Reward time duration**

- a) Compensation time frame of the reward shall be within the stated campaign period and Naivas outlets operating hours.

### **6. Other Terms**

- (a) Naivas and Visa reserve the right to disqualify any entrant or withdraw reward to such entrant for tampering with the entry process including but not limited to: canvassing, or for submitting an entry which is not in accordance with these terms and conditions.
- (b) The vouchers are non-transferable and no other alternative shall be offered.
- (c) By agreeing to participate in the promotion, all participants agree that their name, picture and details of their business can be made public in such media as Naivas 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 campaign without additional payment or consideration or prior approval.

- (d) The award of the reward shall be subject to the authentication of the ownership of the winning
- (e) Although Naivas will use reasonable efforts to ensure that all information relating to the campaign ("Promotional Material") is accurate, Naivas will not be liable for any matters outside its control.
- (f) Employees of Visa and Naivas are not eligible to participate in the promotion.
- (g) Participating Outlets: All Naivas outlets country-wide will participate in the campaign

## **7. Indemnity**

- a) By entering the Promotion, the Participant unconditionally and irrevocably indemnifies and holds harmless the Promoter, as well as its holding company, its subsidiaries and any subsidiaries of its holding company, and their successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the Participant's participation in the Promotion and the Prize/s.
- b) Promoter and its service providers, are not responsible for:
  - a. incorrect and inaccurate transcription of entry information;
  - b. technical malfunction;
  - c. inappropriate images and comments posted by the entry or by the public;
  - d. lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or
  - e. The inability to access any website or online services or any other error.
- c) This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform that may be used as an intermediary.

## **8. Promotion Disputes**

1. Should any dispute arise in relation to these Terms and Conditions, the Promoter's decision be final and no correspondence shall be entered into.
2. For more information or a copy of these Terms and Conditions, please visit Naivas Limited. Any Promotion related queries may be directed to:

Naivas Customer Service from:

Mon – Fri: 9am - 7pm

Sat – Sun: 9am - 6pm

Phone +254746622385

or email them on [onlinesupport@naivas.co.ke](mailto:onlinesupport@naivas.co.ke)