JIPANGE NA VIUSASA PROMOTION
TERMS AND CONDITIONS

The following terms and conditions apply to the" **JIPANGE NA VIUSASA"** promotion ("the Promo") conducted by Content Aggregation Limited ("CAL").

1. Promo Period

1.1. The Promo will run from 0000 hours on 12th August 2024 to 10th November 2024 2359 hours for 90 days ("the Promo Period").

1.2. CAL may, with the approval of the Betting Control and Licensing Board ("BCLB"), extend the Promo Period.

2. Participation Rules

2.1. Your participation in the Promo, the downloading of any information and/or application and use of any of the Promo's services are strictly subject to these terms and conditions.

2.2. Any reference to terms and conditions means the terms and conditions contained in this communication.

2.3. By participating in the Promo, you acknowledge that you have read and understood the terms and conditions and agree thereto.

2.4. By utilizing the services and participating in the Promo, you warrant that you have the legal capacity to enter into this agreement, are of sound mind and capable of taking responsibilities for your actions.

2.5. Subject to this clause 2.5, CAL reserves the right to terminate or restrict your access to any service offered by it, at any given time. Any decision by CAL to terminate or restrict your access to services offered will be made in consultation with the BCLB.

3. Jurisdiction

3.1. The Promo is controlled, operated and administered by CAL from its offices, as set out below, within the Republic of Kenya. All references to CAL shall include reference to any of CAL's authorized agents and partners for purposes of the Promo.

3.2. Participation in the Promo is available to all Viusasa subscribers and the general public. Participation in this promotion shall be restricted to the Kenyan territory ONLY. Participants must be the registered owners of the lines that they use for participation in this promotion.

3.3. The Promo service is subject to KENYAN legislation and changes thereto.

3.4. CAL reserves the right to, at any point in time, terminate the promotion, subject to relevant laws and in consultation with BCLB.

4. Operation and Mechanics

4.1.1. A customer will dial the USSD code *487*3#

4.1.2. Upon dialing, the customer will get various menu options including JIPANGE NA VIUSASA.

4.1.3. On selecting the JIPANGE NA VIUSASA option, the customer will be presented with a menu of TVOD content to choose from.

a.) The customer has the option to purchase any of the following options: Pay Ksh 10.00 that earns 10 points to the draw, Pay Ksh 50.00 that earns 50 points or pay Ksh 99 that earns 120 points to the draw.

b.) On the Viusasa Web and App, customers can purchase additional content as listed below: -

- Weekly Music Content Ksh 30: 40 points
- Weekly Video Content Ksh 60: 70 points
- Monthly Music Content Ksh 100: 120 points
- Monthly Video Ksh 200: 250 points

4.1.4. Upon selecting the content, the customer will receive an MPESA Push prompting him/her to insert their MPESA PIN in order to purchase the content.

4.1.5. On paying for the content, an SMS will be sent to the user confirming their purchase and detailing the number of entries earned to the draw, in addition to a link that redirects the user to the package(s) purchased.

4.1.6. The customer can pick as many packages as possible. This increases their chance of winning.

4.1.7. In case the customer does not consume the content within the package duration, the system will expire the session and the package purchased under this clause will expire.

4.2. The Promo will have one daily draw, one weekly draw, and one grand Prize draw. The Daily prize will be Ksh. 50,000, Weekly draw will be 1,000,000 and grand prize of Ksh 3,000,000 There will be one (1) winner in every draw.

4.3. Daily draws will be run on the entries received in the promotional database as at 2359 hours on the previous day, while weekly draw will be for entries received for the previous week or seven days up to 2359 hours of the previous day, Grand draw will be for the entries received up to 2359 hours of the last day of the 90 days of the promotion.

4.4. All SMSes for the Jipange promotion will be sent through the short code name 'Viusasa' , 'Viusasa.com' or 'JPANGE INFO'

5. Payment Processing

5.1. Winners of the daily, weekly and grand prize will be contacted on the cellular number from which the subscriber has registered onto Viusasa.

Winners will be contacted from the phone number 0709 767 000

5.2. By participating in the Promo, you acknowledge and agree that your cellular phone number shall be used as the sole verification method. The Promo shall not be responsible to verify the identity of the mobile device holder, from which the subscription was initiated, or to confirm that it is indeed the holder who initiated the subscription.

5.3. It is your sole responsibility to ensure safekeeping of your mobile device and you indemnify the Promo against any claim whatsoever as a result of payment of any prize money by any method by virtue of third parties having gained access to your mobile device.

5.4. All prize money, exclusive of any applicable taxes, shall be paid by way of electronic fund transfer, alternatively, by way of cheque or other chosen secure payment mechanism. No cash payments will be made.

5.5. Should any prize winner elect to receive his/her prize by way of a cheque, such winner shall be required to collect the cheque from the offices of CAL on a week day between 10am and 2pm, within 3 (three) months from the date on which such person was notified of his/her prize. All prizes should be claimed within 3 (three) months after the end of the promotion, provided that any prize that is not claimed within the said period shall be surrendered by CAL to BCLB to be dealt with in accordance with the law applicable to unclaimed assets.

5.6. The mobile number, from which the subscription referred to in clause 4.1 was initiated, shall be used for identification and verification purposes and upon collection of the cheque the holder of the device shall be deemed to be the person who initiated the subscription and who is entitled to the prize.

5.7. You will be required to furnish CAL with your name, address, banking details, copy of KRA PIN Certificate and a copy of your identification document and agree to provide CAL with such other information as may be required from time-to-time, in CAL sole discretion, before payment of any prize money.

5.8. Winners will be selected by a random computerized selection application and the outcome, as may be communicated by CAL from time-to-time, shall be final. CAL reserves the right to conduct a re-run of the random selection process, in the event that it suspects, in its sole discretion, any malfunction, or nefarious conduct during the selection process. In the event of any re-run of the promotion CAL will be in consultation with BCLB.

5.9. CAL reserves the right to re-run a draw to select a new winner in the event the selected winner is unreachable or the winner declines to accept the prize or fails to provide KYC documentation such us their national ID.

5.10. In the event where the selected winner is unreachable, CAL reserves the right to re-run the draw after lapse of 24hours or on the next draw, to get a new winner.

5.11. The selection of winners will be communicated to BCLB on each day of the draw. Draws will be conducted at such times as will be agreed on between CAL and the BCLB and in the presence of a BCLB official.

5.12. The following persons ("Ineligible Users") are not eligible to use the Service:

5.12.1. Our employees, partners, subsidiaries, contractors, advertising agencies, media partners, and any other agencies or affiliates of CAL as may be specified;

5.12.2. For the avoidance of doubt, employees of each of the persons noted in (i) above; and

5.12.3. Members of the immediate families of each of the persons noted in (i) and (ii) above.

6. Publication

By participating in the Promo, you agree that CAL may print, publish, broadcast and use, worldwide, in any media at any time, your name, picture, voice, likeness, and/or biographical information for promotional or related purposes without additional compensation.

7. Assignment

7.1. CAL is entitled to cede and assign any of its rights and obligations in respect of these terms and conditions or in respect of any of the services related thereto.

7.2. You are not entitled to cede and/or assign any of your rights acquired in relation to the Promo without first obtaining CAL express written consent.

8. Nefarious conduct

8.1. You agree not to attempt to exploit any error, virus, bug, defect, or inconsistency ("Bug") found on any aspect of the Promo to your advantage, or to the disadvantage of any other participants, at any time. Furthermore, you agree to report any such Bug to CAL, immediately upon discovery thereof.

8.2. You will not make any attempts to circumvent the random selection system developed by the Promo in selecting a daily or grand prize winner, or manipulate the outcome of any draw or activity.

9. Disclaimer and limitation of liability

9.1. Although CAL has taken care to ensure that the content provided on the site is accurate and that you suffer no loss or damage as a result of your use of the site or participation in the Promo, your participation and use of the site and the services provided by the Promo, is entirely at your own risk and you assume full responsibility for the risk of loss resulting from your use of the site or participation in the Promo and your reliance on the material and information contained on the site or the sites of online partners, or suppliers, vested thereon.

9.2. CAL will not be liable for any damage whatsoever relating from your use of the site or participation in the Promo or the services, or the information contained on the site, or your inability to use the site or participate in the Promo, including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, tort or otherwise and regardless of whether CAL was expressly advised of the possibility of such loss or damage, without derogating from the generality of the foregoing, CAL shall not be liable for:

9.2.1. Any interruption, malfunction, downtime or other failure of the site or any service offered by CAL;
9.2.2. Any content on a third-party or online partner, supplier or agent site or service;
9.2.3. Any content or remarks that take place on a chat room or other device used for the transmission of messages hosted by a third party;
9.2.4. Any loss or damage which arises from your orders, purchases or disposal of goods and services, from third parties, based upon the information provided on the site;
9.2.5. Any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects; negligence on our part;
9.2.6. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the site or service;
9.2.7. Unauthorized access to or alteration of your transmissions or data;
9.2.8. Statements or conduct of any third party on the service;
9.2.9. Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;
9.2.10. Any other matter relating to the site, the service, or any event over which CAL has no direct control.

9.3. You indemnify CAL, its employees, suppliers and representatives against any loss (including consequential loss), damage, cost, claims, or expense incurred by you or any third party as a consequence of you participating in the Promo.

9.4. For purposes of the terms and conditions, "the Promo" shall be interpreted to include the site, the hosting of the Promo and any other service rendered by CAL to you.

10. Complaints

If you are aggrieved by any action of CAL in connection with the Promo, you may make a complaint in that respect to the BCLB and the same will be handled in accordance with the relevant law.

11. Amendments to terms and conditions

11.1. CAL may amend the terms and conditions from time-to-time, subject to approval of such amendments by the BCLB. By accessing the site, or participating in the Promo, you are bound to the version of the terms and conditions published on the site at such time. You agree to view the current version each time you access the site, or participate in the Promo.

11.2. A certificate signed by the administrator responsible for maintaining the site will be prima facie proof of the date of publication and content of the current version and all previous versions of the terms and conditions.

12. Links to other sites

Some of the sites listed as links are not under the control of CAL. Accordingly, CAL makes no representations whatsoever concerning the content of those sites. The fact that the Promo has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation by CAL with respect to such site, its owners, or its providers. CAL is providing these links only as a convenience to you. CAL has not tested any information, software or products found on these sites and therefore cannot make any representations whatsoever with respect thereto. There are risks in using any information, software, or products found on the Internet, and CAL cautions you to ensure that you completely understand these risks before retrieving, using, relying upon or purchasing anything via the Internet.

13. Intellectual Property

13.1. CAL or its suppliers retain all copyright and other intellectual property rights in all software, material, including logos and other graphics and multimedia works published on the site or downloaded there from.

13.2. The logos and trademarks shown on the site are the registered and unregistered trademarks of CAL and/or its suppliers.

13.3. The content contained in sponsor advertisements or information presented to you through the site or service is proprietary and subject to intellectual property laws.

13.4. You agree not to modify, rent, loan, sell, distribute, commercialize, translate, reverse-engineer, decompile, disassemble, or in any way create derivative works based on the site, service or the software, in whole or in part.

13.5. Subject to these terms, CAL grants you a limited, non-exclusive, non-transferable personal license to access and use the site and the materials and services contained therein. CAL provides the materials and services available on the site for your personal, non-commercial use. Any unauthorized use of the site or in any of the materials or services contained therein and offered by CAL shall result in immediate termination of this limited license. The license is granted for the use and access of the site and the services for its intended purpose only.

14. Severability

If any portion of the terms and conditions is deemed void or unenforceable, then such provision shall only be deemed severable from the remainder of the terms and conditions and shall not affect the enforceability or validity thereof.

15. Communications, Commercial communications and Privacy

15.1. CAL will never divulge, share or sell your personal information to any third party whatsoever other than publishing photographs of winners in the media and on our website. Your personal information will also be used as is necessary to process the Promo and communicate the results.

15.2. By making use of any of CAL's services including but not limited to, SMS games/competitions, web or WAP platforms and social networks, the user allows CAL the right to communicate with themselves by various means including but not restricted to SMS, telephonic and platform communications.

15.3. By making use of any of CAL's services including but not limited to, SMS games/competitions, web or WAP platforms and social networks, the user agrees to opt-in to CAL's commercial communication messages and promotions (from but not restricted to partner companies and CAL themselves). Said communications will occur from time to time via one of the communication mediums mentioned in 15.2.

15.4. CAL will ensure that no adult or graphic material is ever communicated to you without your explicit consent.

15.5. CAL will ensure that all campaigns mentioned in 15.3 will at all times be moderated and controlled, ensuring that no false advertising is broadcast to any of CAL's community and that full retail prices are always included and will not be misleading.

15.6. CAL will never communicate any commercial messages to a user between the hours 22:00 and 06:00.

15.7. CAL will assume that any user making use of its services mentioned in 15.2 understands that the CAL's platform is an opt-in mobile marketing base through which they will be targeted with various communications mentioned in 15.3 in an ongoing effort to enrich the lives of each of CAL's users by providing easy access to great deals and market offerings through targeted non-intrusive marketing.

15.8. The Promo users will be able to opt-out of any commercial messaging by means of sending an SMS containing the word 'STOP' to the short code number. At such time, the said user will be removed from CAL's database for the Promo with immediate effect and no questions asked.

16. Contact details

In the event that you need to contact the Promo for purposes related to these terms and conditions, please use the following:

Call Centre Number: 0709767000