

# SAFARICOM M-PESA NATIONAL CONSUMER AND PARTNERS PROMOTION TERMS AND CONDITIONS

The following terms and conditions apply to the National Consumer Promotion (the “**TEREK BE’M-PESA**” or the “**Promotion**”) and by participating in the Promotion you will be deemed to have read, understood, and accepted the terms and conditions set out therein

## 1. Definitions

“**Customer**” means an individual who subscribed to use Safaricom Ethiopia Sim Card and has registered for the M-PESA Service.

“**Dependent/s**” means any person other than an Immediate Family Member currently living with another person or is being supported by such another person for subsistence.

“**Draw Code**” means a number that is unique to a customer and a transaction that will be generated when the customer successfully registers on M-PESA and/or successfully transacts with M-PESA,

“**Form of Discharge**” means an affirmation to be signed by an award winner representing and warranting that he/she is not an Immediate Family Member of or is not Dependent on any Safaricom employee, distributor and Distributor employees, key account, contractor or any other supplier or vendor to Safaricom, or third party directly involved with the facilitation of the Promotion

“**Immediate Family Member (s)**” means spouse, children, parents, and siblings of a person.

“**Qualifying Products and Services**” means the registration on M-PESA system and/or successfully transacting on M-PESA

“**M-PESA Partners**” Safaricom M-PESA Agents and Merchants who have a valid contract and is active on the M-PESA system.

**“Transaction” or “Tranaction” includes;**

- Customers M-PESA Transactions: Cash In, Cash Out, Buy Airtime, Buy Bundles, Pay Business (Merchant and Pay Bill payments), Send Money, Bank to M-PESA, M-PESA to Bank, Inward remittance, Customer Registration to M-PESA, Business to Customer payment
- M-PESA Customers - Merchants and Agents Transactions: Cash In (Customer and Agent transactions), Cash Out (Customer, Agent and Merchant), Sell Airtime, Merchant to Customer, Merchant to Merchant, Merchant Pay Bill Payments, Bank to M-PESA Agent Till, Withdraw to Owner’s Mobile Phone, Withdraw to Bank, Register Customer to M-PESA.

**“Safaricom Ethiopia”** mean Safaricom Telecommunications Ethiopia PLC

**“Safaricom M-PESA”** means Safaricom M-PESA Mobile Fincnial Services PLC

**2. The Promotion**

**2.1** The Promotion aims to encourage engagement by you as a Safaricom M-PESA Customer and/or Partners through registration and transaction on Qualifaying Products and Services. You will then qualify to participate in and stand a chance to win any of the daily, Biweekly and Monthly Awards on offer in the Promotion.

**2.2** The Promotion will cover all Regional States of Ethiopia where Safaricom M-PESA currently operates.

**3. The Promotion Period** The Promotion will run for 90 days from 15th Dec to 14th Mar 2024 (“Promotion Period”).

**4. Eligibility**

**4.1** The Promotion is open to all Safaricom M-PESA Customers and Partners.

**4.2** Customers must be eighteen (18) years of age and above to participate in the Promotion.

**4.3** A Customer or Partner who wins a Biweekly or Monthly award is not eligible to win the Biweekly and Monthly award again on subsequent draws.

**4.4** Foreign nationals are not permitted in terms of Ethiopian Law to own vehicles and, as such, shall not be eligible to participate in both Bi-weekly and monthly vehicle Awards.

**4.5 Excluded Customers** All Safaricom Ethiopia and Safaricom M-PESA employees, distributors and their employees, key accounts, contractors, immediate Family Members, Dependents and any other suppliers or third parties directly involved with the facilitation of the Promotion shall not be eligible to participate in the Promotion. Each award winner will be required to declare or affirm in the Form of Discharge that he/she does not belong to any of the restricted groups of persons above.

## 5. Entry and participation in the Promotion

**5.1** New Customers and Partners will be awarded Five (5) Draw Codes upon registering for M-PESA.

**5.2** Customers and Partners shall earn one Draw Code for multiples of ETB 20 transactions.

**5.3** All M-PESA Transactions with an amount above ETB 20 will earn one additional Draw Code in multiples of every ETB 20 spent.

**5.4** The Draw Code to be earned by a Customer and Partners is limited to a maximum of ten (10) Draw Codes per day

**5.5** Each transaction will generate a Draw Code, which will be sent via SMS to the Customer upon successful completion of the eligible transaction.

## 6. Awards

**6.1** By participating in the Promotion, you stand to win the awards shown in the matrix below:

<b>Awards</b>	<b>Frequency (Monthly/weekly/daily)</b>	<b>Total number of win by Partners</b>	<b>Total number of win by Customers</b>
Attrage – Mitsubishi	Monthly	1	3
Bajaj	Biweekly	12	12
Awaze Phone	Biweekly	NA	1800
Nana Phone	Biweekly	NA	360
ETB 250 Bonus Airtime	Biweekly	NA	7200
ETB 20 Bonus Airtime	Daily	324,000	999,000

<b>Awards</b>	<b>Frequency (Monthly/weekly/daily)</b>	<b>Total number of win by Partners</b>	<b>Total number of win by Customers</b>
ETB 50 Bonus Airtime	Daily	108,000	NA

- 6.2 The number of daily awards may be varied by Safaricom M-PESA at its sole discretion following consultation with the National Lottery Administration
- 6.3 The validity of the ETB 20 AND ETB 50 Bonus airtime award shall be 7 days and the validity of ETB 250 Bonus airtime award shall be 30 days, from the date of the award

**7. Draws & Selection of Award Winner**

- 7.1 Safaricom M-PESA will randomly select the winners using a draw engine
- 7.2 Safaricom M-PESA will conduct daily draws and select daily winners. These winners will be awarded Bonus Airtime. Eligibility for daily draws will be based on Draw Codes accumulated on the previous day between 00:00HRS and 23:59HRS.
- 7.3 Safaricom M-PESA will conduct both biweekly and monthly draws for awards of Cars, Bajaj, Phones and Bonus Airtime and announce the winners biweekly and monthly. Eligibility for biweekly and monthly draws will be based on the Draw Codes accumulated in the preceding days of the draw. Safaricom M-PESA will define periods that will constitute “biweekly” and “monthly” in consultation with the National Lottery Administration
- 7.4 Winners will be published on Safaricom M-PESA’s website and any other media as Safaricom M-PESA may choose from time to time

**8. Bonus Airtime Usage**

- 8.1 Bonus airtime is not transferable
- 8.2 Bonus airtime does not extend the validity of normal airtime.
- 8.3 The Participating Customers may confirm/check the balance of the Bonus airtime by dialing \*704#
- 8.4 The Bonus Airtime may be used for on-net and off-net voice calls SMS and out of bundle browsing
- 8.5 The bonus airtime cannot be used to purchase Voice, SMS, or data packages, make international calls, send international SMS, or while roaming.

- 8.6 The Bonus airtime must be used before its expiry date and any unused portion shall expire 30 days from the award and not be available for use thereafter
- 8.7 The utilisation of the Bonus airtime shall be subject to the standard applicable rates/tariffs for various service offerings provided by Safaricom Ethiopia to its subscribers
- 8.8 Priority of usage will be given to Bonus Airtime even if the customer has a normal airtime balance or existing voice and SMS packages

## **9. Disbursement of Awards and Notification**

- 9.1 Safaricom M-PESA will notify award winners. Biweekly and monthly winners will be notified via phone calls only from Safaricom M-PESA head office, using the following number +251700700700
- 9.2 An authorized Safaricom M-PESA representative shall physically handover the Biweekly (except for Bonus Airtime) and Monthly awards to winners at Safaricom M-PESA Headquarters (HQ), or any other collection point as communicated by Safaricom M-PESA to the Customer or M-PESA Partners.
- 9.3 The winners will bear all costs of collecting the award from Safaricom M-PESA HQ
- 9.4 Daily and Biweekly Bonus Airtime winners will receive an SMS from TEREK BE'M-PESA Sender ID notifying them of the bonus airtime award which will be credited into their account.

## **10. Other terms and conditions**

- 10.1 These Terms and Conditions are supplemental to and subject to Safaricom M-PESA Customer Terms and Conditions
- 10.2 Safaricom M-PESA reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or does not meet the eligibility requirements, including but not limited to canvassing or submitting an entry that is not in accordance with these terms and conditions
- 10.3 The awards are non-transferable, non-exchangeable, non-refundable and no cash or other alternative shall be offered in place for the Awards.
- 10.4 By accepting the award, you will be deemed to have granted Safaricom M-PESA the right to use and publish your name and picture in such media as Safaricom M-PESA may choose (including but not limited to the internet) for information, advertising and promotional purposes without additional consideration. Personal data related to voice, image, names or address and any other relevant information obtained in connection with the Promotion will be used in a manner and in line with the Safaricom M-PESA Privacy Policy available on the Safaricom M-PESA website.

- 10.5** Notwithstanding the above, Safaricom M-PESA shall not release personal information about participants of the Promotion to third parties unless required to do so in compliance with any applicable law or customary practice.
- 10.6** Safaricom M-PESA reserves the right (subject to any direction from National Lottery Administration) to suspend or terminate the Promotion or amend these terms and conditions at any time for any technical or commercial reason or any other reason. Any amendment to these Terms and Conditions will be published on the Safaricom M-PESA website <https://m-pesa.safaricom.et>
- 10.7** Despite any interruption or early termination of the Promotion, Safaricom M-PESA will give out already awarded prizes and execute all other actions required to give effect to such except for the cases when termination or interruption of the Promotion resulted from actions or events which are not under Safaricom M-PESA's control
- 10.8** If you are selected as the winner of a Biweekly or Monthly award and you do not claim the award within a period of six (6) months from the date of announcement you will be deemed to have forfeited the award.
- 10.9** The Promotion remains subject to the rules and regulations of the National Lottery Administration and any complaints and disputes not regulated by these terms and conditions shall be resolved in accordance with the rules and regulations of the National Lottery Administration.

## **11. Disclaimer of warranties**

- 11.1** Safaricom M-PESA's decision in relation to every aspect of the promotion including but not limited to the award and the selection of the winner shall be deemed final and conclusive under any circumstance. No further appeal, inquiry, and/or correspondence will be entertained.
- 11.2** Customers and Partners understand and agree that they participate in this Promotion at their own risk and willingness and have not been coerced in any manner to enter
- 11.3** Safaricom M-PESA makes no warranty, implied or express, that any part of the Promotion will be uninterrupted and error-free.
- 11.4** Neither Safaricom M-PESA nor any of its directors, employees, agents, or suppliers shall accept any responsibility for any damage, loss, injury, or disappointment suffered by any entrant participating in the Promotion or as a result of accepting the award.
- 11.5** By entering the Promotion, Customers and Partners agree that no claim relating to such losses or injuries (including special, indirect, and consequential losses) shall be asserted against Safaricom M-PESA, its parent companies, affiliates,

directors, officers, employees, or agents from any and all losses, damages, rights, claims and actions of any kind resulting from acceptance or user of any award, including without limitation, personal injuries, death and property damage

**11.6** Safaricom M-PESA strictly advises Customers and Partners not to send airtime, money, or any other consideration in order to get any of the Promotion awards and will not be liable for any losses or other damage incurred by customers who do not heed this caution.