



5th floor Stellato Building, 42 Muthithi rd, Westlands Nairobi. P.O. Box 14934-00800 Nairobi.
Phone: +254 110 227 222. Email: info@carnaval.co.ke

16th October 2024

**The Director,
Betting Control & Licensing Board,
ACK Garden Annex,
1st Ngong Avenue,
P.O. Box 43977-00100,
Nairobi.**

Dear Sirs,

RE: MOYO CASINO MOTORBIKE GIVEAWAY PROMOTION

We make reference to our letter dated 30th September 2024.

Based on the foregoing, we will be running a promotion for Motorbike Giveaway that will be run during the football tournament from 19th October 2024 to 20th December 2024 whereby winners will be awarded with motorbikes. Two motorbikes will be given away 20th – 21st October 2024.

We have attached the amended Terms and Conditions for the Motorbike Giveaway Promotion, which outlines the participation requirements and the mode of entry.

We are happy to provide any further information or clarification the Board may require.
Thank you for your continued support, and we look forward to your response.

**Yours faithfully,
For Carnaval Kenya Limited,**

**Gennadii Bukhalovskii
Director**



5th floor Stellato Building, 42 Muthithi rd, Westlands Nairobi. P.O. Box 14934-00800 Nairobi.
Phone: +254 110 227 222. Email: info@carnaval.co.ke

Moyobet Motorbike Giveaway Terms and Conditions

1. Eligibility

- 1.1. The Promotion is open to all participants aged 18 years. Participants must have a valid Moyobet account.
- 1.2. Any person who is under the age of 18, or who is self-excluded, or who falls into any category of excluded persons, is expressly prohibited from gambling and/or participating in this promotional competition.
- 1.3. Employees of Moyobet, their family members, and agents directly associated with the Promotion are not eligible to participate.
- 1.4. By participating in this promotion, all participants are deemed to have accepted the terms and conditions of this promotion.

2. Promotion Period

The Promotion will run from 19th October – 20th December 2024.

3. How to Participate

- 3.1. To enter the Promotion, participants must register or log in to their Moyobet account and deposit a minimum of Ksh. 100. The Participant is to maintain the deposit amount i.e. The participant must have a daily negative balance of at least Kes. 500 during the promotion period.
- 3.2. For every complete Kes. 500 deducted from the daily result, a ticket is added to the player's account.
- 3.3. The number of tickets received will depend on the amount lost. Example:
 - Kes 500 - 1 ticket
 - Kes 900 - 1 ticket
 - Kes 1000 - 2 tickets
 - Kes 1500 - 3 tickets, and etc
- 3.4. The promotion shall consist of six stages, each with its own conditions and drawing date.

Stages:

- **Stage 1:** October 19th -21st (2 motorbikes)
- **Stage 2:** November 1 - 22nd, 2024 (6 motorbikes)
- **Stage 3:** November 23rd - 29th, 2024 (6 motorbikes)
- **Stage 4:** November 30th - December 6th, 2024 (6 motorbikes)
- **Stage 5:** December 7th - 13th, 2024 (6 motorbikes)
- **Stage 6:** December 14th - 20th, 2024 (6 motorbikes)



5th floor Stellato Building, 42 Muthithi rd, Westlands Nairobi. P.O. Box 14934-00800 Nairobi.
Phone: +254 110 227 222. Email: info@carnaval.co.ke

- 3.5. A total of 32 motorbikes will be drawn during the campaign
- 3.6. The 1st draw for Stage 1 will begin on October 19, 2024 at 10:00 and will end on October 20, 2024 at 15:30 while the second draw for stage 1 will start on October 20, 2024 at 15:30 and end on October 21, 2024 at the same time. Both draws will be held at the tournament venue.
- 3.7. Upon successful deposit, the participants who have met the requirements will automatically be entered into the draw and receive a raffle ticket.
- 3.8. Multiple entries are allowed.

4. Ticket (number) allocation:

- 4.1. Everyday during the promotion, accounts with a daily balance of minus KES 500 or more will be selected. The balance for each participant is calculated as:
 - 4.1.1. Opening balance (at 00:00) + daily deposits - daily withdrawals - closing balance (at 23:59).**
- 4.2. For every complete Kes. 500 deducted from the daily result, a ticket is added to the player's account.
- 4.3. The number of tickets is unlimited and can be any number that meets the criteria for ticket calculation.
- 4.4. Tickets are credited once per day.
- 4.5. Each draw date has different phases of ticket accumulation. Tickets that were accumulated during the previous phase can't participate in the next phase.
- 4.6. The full information for participants, including terms and conditions, will be available on the website, where anyone can access it at any time. Also, when the participant enters their unique website ID and/or login (phone number), they will get information about the number of accumulated tickets they have (with full information).

5. The Plan and Algorithm of the Draws (Selection of the Stage Winner)

- 5.1. The draws are planned as a culminating event at the end of each phase of the campaign. The sixth draw will also mark the conclusion of the entire campaign.
- 5.2. The event will be broadcast live on Moyobet's social media platform.
- 5.3. During each draw, the numbers from all tickets will be uploaded to a service that provides random number generation for an unbiased selection of winners in each stage.
- 5.4. To demonstrate the process of choosing winners during the draw, we plan to simulate (display on the screen) the selection of a winning ticket number. The presenters for the draw will utilize props in the form of a large button to initiate the selection process.



5th floor Stellato Building, 42 Muthithi rd, Westlands Nairobi. P.O. Box 14934-00800 Nairobi.
Phone: +254 110 227 222. Email: info@carnaval.co.ke

- 5.5. To demonstrate the impartiality of the winner selection process, logs of the randomization process (as the amount of numbers/tickets, number values, the amount of selected numbers, time of requests, etc.) can be provided.

6. Announcement of Winners (Stage 1)

- 6.1. For Stage 1, the winners will be announced live at the tournament grounds.
- 6.2. The MC will dial the number of the winner on loudspeaker and the winner will be required to get to the podium within five minutes to identify themselves so as to receive certificate of confirmation of winning. If the winner does not respond after ten rings or three phone call attempts or does not make it to the podium within the minutes, the MC will proceed to roll the drum and pick another ticket.
- 6.3. The announcement for the other stages (2-6) will be done as highlighted on clause 5 above.
- 6.4. The winners will be required to present to Moyobet their original identification (Identity card, Driving License, or Valid Passport) on the day they come to collect their prizes at the Moyobet offices situated at **Stellato Building, 5th floor, Muthithi road Westlands.**
- 6.5. The Prizes must be collected and signed for by the relevant Prize Winner, within 14 days from the date of the draw at the Tournament.
- 6.6. The winner must contact Moyobet directly within thirty (30) days of the applicable motorcycle Prize Draws date to arrange for transfer of ownership of the Motorcycle to the Winner.

7. Prizes

- 7.1. The prizes are non-transferable and cannot be exchanged for cash or any other alternative.
- 7.2. Each of the winners will receive a motorbike.
- 7.3. The Winners must accept the motorbike Prize as is. Any upgrades, changes, or special request fees regarding the motorbike Prizes are the sole responsibility of the Winners and any associated fees will be paid by them.
- 7.4. All the winners will be required to sign the applicable prize acknowledgment and/or release forms.

8. Liability

- 8.1. Moyobet will not be liable for any issues arising from the use or operation of the Motorcycles.
- 8.2. Moyobet is not responsible for any technical issues related to the entry process, such as connectivity problems.



5th floor Stellato Building, 42 Muthithi rd, Westlands Nairobi. P.O. Box 14934-00800 Nairobi.
Phone: +254 110 227 222. Email: info@carnaval.co.ke

9. Disqualification

- 9.1. Any participant found to be using fraudulent means to enter the Promotion will be disqualified.
- 9.2. Failure to comply with these terms and conditions will result in disqualification from the Promotion.

10. General Conditions

- 10.1. By participating, participants agree to the use of their name, image, and likeness for promotional purposes by Moyobet without additional compensation.
- 10.2. The Motorcycle Prize Winner must contact Moyobet directly within thirty (30) days of the applicable Motorcycle Prize Draw Date to arrange for transfer of ownership of the Vehicle to the Vehicle Prize Winner.
- 10.3. The Company reserves the right to modify or terminate the Promotion at any time without prior notice.
- 10.4. Moyobet shall not be responsible for any lost, stolen, or damaged raffle tickets.
- 10.5. In the event of technical failure or damage to the device used for the promotional draw, irrespective of the cause, another suitable device or method will be used, at the sole discretion of Management. This may include rescheduling times and draw dates.
- 10.6. Every participant in the promotion shall be deemed to have acknowledged and accepted the Terms and Conditions and rules by virtue of their participation.
- 10.7. Moyobet will not be held liable for any additional expenses incurred.
- 10.8. In the event of any disputes, Moyobet's decision is final and binding.
- 10.9. Moyobet may, at its sole discretion, and without liability to any person, alter, amend, suspend or cancel the Promotion and/or the Promotion Terms at any time and for any reason by issuing a notice on its website.
- 10.10. Moyobet reserves the right to not award any prize in the event that the integrity of all, or a part, of the Promotion is compromised (including, but not limited to, due to computer error, fraud, deception, misrepresentation or misuse).
- 10.11. Moyobet makes no representations or warranties whatsoever, either expressed or implied, oral or written, in respect to any prize.
- 10.12. Moyobet is not responsible for any typographical errors in the administration of the Promotion and/or in any promotion related materials.
- 10.13. Moyobet is not responsible for lost, misplaced, illegible, misdirected, or damaged entries/tickets due to computer or electronic malfunction.
- 10.14. By participating in the Promotion, all participants agree to release, discharge, indemnify and hold harmless Moyobet and Carnaval Kenya Limited and their



5th floor Stellato Building, 42 Muthithi rd, Westlands Nairobi. P.O. Box 14934-00800 Nairobi.
Phone: +254 110 227 222. Email: info@carnaval.co.ke

- respective directors, officers, affiliates, agents, employees and representatives from any and all liabilities, claims, damages, demands, actions or causes of action whatsoever which they or their heirs, successors, assigns, executors or administrators may now or hereafter have directly or indirectly against them or any of them in respect or relating to the Promotion, the administration of the Promotion, the Participant's participation in the Promotion and/or the acceptance or use, misuse or possession of any Draw Prize and travel related thereto.
- 10.15. All prizes must be accepted as awarded and are non-transferable. The refusal by a winner to accept any prize releases and forever discharges Moyobet from all obligations that the winner has in connection with the Promotion, including delivery of any prize.
- 10.16. Moyobet reserves the right to substitute any prize or portion thereof with one of equal or greater value.
- 10.17. All Moyobet decisions in relation to the Promotion are final and binding.
- 10.18. Moyobet shall have no liability in respect of, and each participant unconditionally releases Moyobet from any liability in respect of any computer, online, software, telephone, hardware or technical malfunctions that may occur, including, but not limited to, malfunctions that may affect the transmission or non-transmission of an entry or the calculation of any points/tickets accumulated by a participant during the Promotion.
11. Personal information collected in connection with the Promotion will be used, accessed, disclosed and stored by Moyobet or its agents only for the purposes of conducting and administering the Promotion, including but not limited to, the awarding of prize(s), for evaluating the products and services we offer to our customers and for any additional purposes described in our Privacy Policy. By participating in the Promotion, each Participant:
- i. grants to Moyobet the right to use his/her name, mailing address, telephone number and e-mail address for the purpose of administering the Promotion, including but not limited to contacting and announcing the winner;
 - ii. grants to Moyobet the right to use his/her personal information for publicity and promotional purposes relating to the Promotion in any and all media without further compensation;



**5th floor Stellato Building, 42 Muthithi rd, Westlands Nairobi. P.O. Box 14934-00800 Nairobi.
Phone: +254 110 227 222. Email: info@carnaval.co.ke**

- iii. acknowledges that Moyobet may disclose his/her personal information to third-party agents and service providers of Moyobet in connection with the purposes listed above; and
 - iv. Personal information collected in connection with the above listed purposes may be collected and used by or on behalf of Moyobet and Carnaval Kenya Limited and shared with the BCLB. By participating in the Promotion, each Qualified Entrant consents to the collection, use and disclosure of his/her Personal Information for these purposes. If you have any questions about the collection or use of your personal information, please see our Privacy Policy or contact Moyobet at Email: info@moyobet.com or Tel. No. **+254113777000**. The Promotion Terms will be available for review at Moyobet Website.
12. The Promotion and these Promotion Terms shall be governed by and construed in accordance with the laws of Kenya applicable therein.