



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 and above. Participants must have a valid Moyobet account to participate in the promotion.
- 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 read, understood and accepted the terms and conditions of this promotion.
- 1.5. Moyobet **does not** guarantee the availability of this promotion on all devices and channels or its availability all the time.

2. Promotion Period

The Promotion will run from 19th of October 2024 to the 20th of December 2024.

3. How to Participate

- 3.1. To enter the 1st stage of the Promotion, participants must register or login to their Moyobet account and deposit a minimum of Ksh. 100. For the 2nd stage and the next stages, the Participant will then be required to maintain the deposit



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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 a player's account daily result, a ticket will be added to his/her account.
- 3.3. The number of tickets received will therefore depend on the amount of bets in multiples of Kshs 500 placed by the participant i.e:-
 - Kes 500 - 1 ticket
 - Kes 900 - 1 ticket
 - Kes 1000 - 2 tickets
 - Kes 1500 - 3 tickets, and etc
- 3.4. Upon successful deposit, the participants who have met the requirements for the 1st stage will automatically be entered into the draw and receive a raffle ticket.
- 3.5. Multiple entries are allowed for the 2nd to 6th stages.
- 3.6. Moyobet is not responsible for any technical issues related to the entry process, such as connectivity problems.
- 3.7. The promotion will consist of six stages, each with its own conditions and draw date.

Stages:

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



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- 3.8. A total of 32 motorbikes or cash equivalent will be given during the campaign.

Prize	Value
Bajaj Boxer motorbike	Kes. 162,170

- 3.9. 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.

4. Ticket (number) allocation:

- 4.1. Each day during the promotion (from stages 2-6), the accounts with a daily balance of less than Kes. 500 or more will be selected. The balance for each participant is calculated as below:

4.1.1. Opening balance (at 00:00) + daily deposits - daily withdrawals - closing balance (at 23:59)

- 4.2. Tickets are credited to the participant's account once per day.
- 4.3. Each draw date has different stages of ticket accumulation. Tickets that were accumulated during the previous stage cannot participate in the next stage.
- 4.4. The full information about the promotion including terms and conditions, is available on the Moyobet website. Similarly, when the participant enters their unique website ID and/or logs in using their phone number to their account, they will find all information about the number of accumulated tickets they hold.



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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 stage of the campaign as abovementioned. The sixth draw will also mark the conclusion of the entire campaign.
- 5.2. The event will be broadcasted live on Moyobet's social media platforms.
- 5.3. During each draw (stages 2-6), the numbers from all tickets will be uploaded to the random number generator system for an unbiased selection of winners in each stage.
- 5.4. To demonstrate the process of choosing winners during the draw, Moyobet will hold a simulation (display on the screen) depicting the selection of a winning ticket number. The presenters for the draw will utilize props in the form of a large buttons to simulate the selection process.
- 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.) will be provided where required.

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



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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 update their personal information (Identity card, Driving License, or Valid Passport) in their Moyobet personal cabinet prior to collecting their prizes. Further, the winners must present to Moyobet their original identification documents on the day when they come to collect their prizes at the Moyobet offices situated at **Stellato Building, 5th floor, Muthithi road, Westlands.**

7. Prizes

- 7.1. The winners in stage 1 of the promotion will win motorbikes with no option of cash equivalent.
- 7.2. The winners for stages 2-6 of the promotion will win motorbikes or cash equivalent.
- 7.3. Prizes can be exchanged for cash only at the sole discretion of Moyobet.
- 7.4. Moyobet reserves the right to substitute at any time the motorcycle Prize or a component thereof for any reason with a prize or prize component(s) of equal retail value, including, without limitation, but solely at the Moyobet's sole discretion, a cash award.
- 7.5. The winners will be required to present to Moyobet their original identification (Identity card, Driving License, or Valid Passport) in order to collect their prize.



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- 7.6. The Motorcycle Prize is not transferable and will be awarded to the actual and identified Prize Winner.
- 7.7. All prizes are subject to a statutory 20% withholding tax and each promotion winner is hereby informed, acknowledges and agrees that he/she will be required to deposit 20% of the value of the prize to Carnaval Kenya Limited to cater to the withholding tax as a precondition for receiving the motorcycle.
- 7.8. If the winner of the motorcycle prize opts to take cash as opposed to the Motorcycle, he/she acknowledges and agrees that he/she will receive the cash equivalent less withholding and depreciation tax.
- 7.9. 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.
- 7.10. All the winners will be required to sign the applicable prize acknowledgment and/or release forms within 30 days from the date of the draw.
- 7.11. All winners will be required to sign the Company's data consent form.
- 7.12. If the Winner is not able to collect their Prize from Moyobet or an authorised agency within 3 months of being notified, the reward shall be deemed forfeited.
- 7.13. The Motorcycle Prize Winners will be solely responsible to provide all applicable identification and documentation required by Moyobet, in its determination, to transfer ownership of the motorcylce Prize.



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- 7.14. Moyobet will not be held liable for any additional expenses incurred.
- 7.15. Moyobet is not responsible or liable in any way for the valuation of the prize and makes no representation or warranty in respect of its accuracy.
- 7.16. Motorbike Prize Winners must contact the dealership directly within fourteen (14) days from the date they collect the motorcycle to arrange for transfer of ownership of the Motorbike to the Motorbike Prize Winner. The Motorbike Prize Winner will be solely responsible to provide all applicable identification and documentation required by the dealership, in the dealership's determination, to transfer ownership of the Motorbike Prize. Carnaval will provide the Motorbike winner with an assignment certificate but is not responsible for registration or transfer of the Motorbike Prize to the Motorbike Prize Winner.
- 7.17. IMPORTANT NOTE: THE APPROXIMATE RETAIL VALUE OF THE MOTORBIKE PRIZE IS CURRENT AS OF OCTOBER 2024. UNDER NO CIRCUMSTANCES WILL ANY DIFFERENCE BETWEEN THE RETAIL VALUE OF THE PRIZE AT THE TIME OF PRIZE FULFILMENT AND THE APPROXIMATE PURCHASE VALUE OF THE PRIZE BE AWARDED. FOR THE AVOIDANCE OF ANY DOUBT, THE PRIZE CONSISTS OF THE MOTORBIKE AND ANY CASH VALUE WILL BE EQUIVALENT TO THE PURCHASE VALUE OF THE MOTORBIKE.

8. Liability



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- 8.1. Once the Winner has received the Prize, the risk in and benefit, attaching to the Prize will pass on to the Winner immediately upon signing the Prize Acknowledgement and the release of the Prize to the Winner.
- 8.2. Moyobet will not be liable for any issues arising from the use or operation of the Motocycles.

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. All Participants and the Winner indemnifies Moyobet, it's advertising agencies, advisers, nominated agents, partners, suppliers, directors and employees, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in and/or use of any Prize in any way whatsoever in relation to this Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter and/or use of the Prize).
- 10.3. The Company reserves the right to modify or terminate the Promotion at any time without prior notice.



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- 10.4. 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.
- 10.5. Every participant in the promotion shall be deemed to have acknowledged and accepted the Terms and Conditions and rules by virtue of their participation.
- 10.6. Moyobet will not be held liable for any additional expenses incurred.
- 10.7. In the event of any disputes, Moyobet's decision is final and binding.
- 10.8. 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.
- 10.9. 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).
- 10.10. Moyobet makes no representations or warranties whatsoever, either expressed or implied, oral or written, in respect to any prize.
- 10.11. Moyobet is not responsible for any typographical errors in the administration of the Promotion and/or in any promotion related materials.



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- 10.12. Moyobet is not responsible for lost, misplaced, illegible, misdirected, or damaged entries/tickets due to computer or electronic malfunction.
- 10.13. By participating in the Promotion, all participants agree to release, discharge, indemnify and hold harmless Moyobet and Carnaval Kenya Limited and their 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.
- 10.14. 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 the delivery of any prize.
- 10.15. Moyobet reserves the right to substitute any prize or portion thereof with one of equal or greater value.
- 10.16. All Moyobet decisions in relation to the Promotion are final and binding.
- 10.17. 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,



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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;
 - 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



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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.