

MFUKONI SELF-REGISTRATION REWARD CAMPAIGN TERMS AND CONDITIONS

This Agreement sets out the specific terms and conditions on which SBM Bank (Kenya) Limited ("SBM Bank") is running a promotion dubbed **"Shikisha Mfukoni"** to reward its Customers for self-registering on the SBM Bank Mfukoni App (hereinafter referred to as the "Campaign").

The Terms and Conditions governing the Campaign are as stipulated herein below:

1. Definitions

- 1.1. "Campaign Period" means the running period of the promotion being 5th May 2025 to 30th June 2025, both days inclusive.
- 1.2. "Customer" means both SBM Bank account holders and non-SBM Bank account holders who self-register on the SBM Bank Mfukoni App during the Campaign Period.
- 1.3. "SBM Bank Mfukoni App" means Mfukoni Mobile Banking Service which the Customer is supposed to register in order to enjoy the SBM Mfukoni Digital Banking Services.
- 1.4. "SBM Bank" means SBM Bank (Kenya) Limited, a company incorporated under the Companies Act licensed under the Banking Act to provide banking and financial services in the Republic of Kenya, whose address is care of Post Office Box Number 34886-00100, Nairobi including but not limited to its successors in title and permitted assigns (whether immediate or derivative).
- 1.5. "Reward" shall mean a Self-Registration Reward of Kenya Shillings Two Hundred (KES 200/=); a First Transaction Cashback of 5% (up to a maximum of KES 500/=) on the first transaction made via the platform; and a Monthly Transaction Bonus of Kenya Shillings One Thousand (KES 1,000/=) that shall be awarded to a Winner.
- 1.6. "Winner" means the Customer who;
 - a) Self-registers on the SBM Bank Mfukoni App during the Campaign Period;
 - b) Makes a first transaction via the SBM Bank Mfukoni App during the Campaign Period; and
 - c) Performs 10 or more transactions in a calendar month during the Campaign Period.

2. Campaign Period

- 2.1. The Campaign will run from 0000 Hours 9th June 2025 to 2nd July 2025 at 2359 Hours, or such other extended period as SBM Bank shall in its sole discretion determine ("Campaign Period").

3. Campaign Eligibility

- 3.1. The Campaign is open to any Customer who shall self-register on the SBM Bank Mfukoni App and perform 10 or more transactions in a calendar month during the Campaign Period.
- 3.2. The Customers shall only be eligible to participate in this Campaign on the specified days and within the Campaign Period.
- 3.3. SBM Bank staff members are not eligible to participate in the Campaign.

4. Participation and Reward

- 4.1. Self-Registration Reward
 - 4.1.1. A reward of KES 200 will be issued upon successful self-registration on the platform during the campaign period.
 - 4.1.2. This reward is limited to one time per user.

4.2. First Transaction Cashback

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- 4.2.1. Customers will receive 5% cashback (up to a maximum of KES 500) on their first transaction made via the platform. Excluded transactions: SBM to SBM transfers and all biller transactions (E Citizen, KRA, Credit and Prepaid Card loads, Airtime purchases)
- 4.2.2. Only the first transaction conducted within the campaign period qualifies.
- 4.2.3. Cashback will be credited within five business days after the qualifying transaction is completed.

4.3. Monthly Transaction Bonus

- 4.3.1. Customers who perform 10 or more transactions with a minimum value of KES. 1,000 in a calendar month during the campaign period will receive a KES 1,000 bonus for that month. Excluded transactions: SBM to SBM transfers and all biller transactions (E-Citizen, KRA, Credit and Prepaid Card loads, Airtime purchases)
- 4.3.2. Transactions must be successfully completed and not reversed or refunded.
- 4.3.3. The bonus will be credited by the 15th of the following month.

5. Campaign Reward Notification

- 5.1. Winners shall be contacted via SMS and/or phone call from SBM Bank within 10 working days from the date of self-registration and/or transaction unless that day falls on a Public Holiday.

6. Privacy and Data Protection

- 6.1. SBM Bank is permitted by law to collect certain personal data and is under no legal obligation to accept your entry into the Campaign if such information is not availed. Apart from the legal obligation mentioned above, SBM Bank also needs to collect your personal data for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.
- 6.2. SBM Bank may work with additional third parties in the Campaign and the Customer hereby explicitly and unambiguously consents to the collection, use and transfer of personal data, between SBM Bank and its affiliates/subsidiaries, in relation to this Campaign.
- 6.3. The Customer consents to receiving notifications, SMS', calls, and other forms of communication from SBM Bank in respect of marketing activities of the Campaign.
- 6.4. SBM Bank is committed to respecting and protecting the privacy of the personal data collected from the Customer. SBM Bank Privacy Policy, as updated from time to time, explains how we treat your personal data, who we share your personal information with, and measures taken to protect your privacy when you use our Services. This can be found on SBM Bank (Kenya) Limited Data Privacy Statement found on SBM Bank (Kenya) Limited's website (<https://www.sbmbank.co.ke/privacy-policy>). If unable to access the link or our website, please reach us on any of our Customer Contact Centre channels as provided for in clause 7 below to receive a copy.

7. Customer Contact Centre

- 7.1. Inquiries or complaints may be made in person, in writing, by post, email or by telephone.
- 7.2. For the purpose of making an inquiry or reporting a complaint, any of the following contact channels may be used:
Tel: +254 (0) 709 800 000 / +254 (0) 730 175 000
WhatsApp Chat: +254 (0) 773 758 196
Email: atyourservice@sbmbank.co.ke
- 7.3. You should bring your complaint to our attention with your contact information, and we will aim to deal with any complaints promptly and fairly. A copy of our complaint's procedure is available on request from any branch or our Contact Centre.
- 7.4. SBM Bank will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures. Where a

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notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.

7.5. Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

8. Force Majeure

No party shall have any claim against the other party (the "Affected Party") for any delay or failure by the Affected Party to carry out any of its obligations under these Terms and Conditions arising or attributable to acts of God, fire, epidemic, pandemic, war, terrorism, labour action or unrest, failure of suppliers or contractors, law, government or regulatory requirements, or any other cause whatsoever beyond the control of the Affected Party.

9. Amendment and Termination

9.1. SBM Bank reserves the right at its own discretion to amend these Terms and Conditions with or without prior notice.

9.2. Termination of the Campaign will occur upon the lapse of the Campaign period or at such earlier or later time as determined by SBM Bank at its sole discretion, with or without prior notice.

10. Exclusion of Liability

10.1. No responsibility will be accepted by SBM Bank for failed, partial or garbled computer data transmissions, for the acts or omissions of any service provider, accessibility or availability of information or unauthorized human act during the Campaign.

10.2. SBM Bank accepts no liability for the actions or decisions of the Customer during and in relation to the Campaign Period.

10.3. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

11. Governing Law and Dispute Resolution

11.1. These Terms and Conditions are governed by the Laws of Kenya and any disputes will be subject to the Laws of Kenya.

11.2. The Customer may contact the Customer Contact Centre, as detailed in clause 7, to report any disputes, claims or Campaign discrepancies.

11.3. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives may be referred to a court of law in the Republic of Kenya for determination.

12. Other Terms and Conditions

12.1. These Terms and Conditions constitute the entire agreement relating to the Campaign and supersede all other oral or written representations, understandings, or agreements.

12.2. These Terms and Conditions and any rights or liabilities accruing thereunder may not be assigned to any other person.

12.3. These Terms and Conditions and/or any amendments to them are available at <https://www.sbmbank.co.ke/terms-and-conditions>.

12.4. Participants to the Campaign are required to keep themselves updated on the Terms and Conditions of this Campaign.

12.5. The decision of SBM Bank on all matters relating to this Campaign is final.

12.6. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

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- 12.7. If any provision or undertaking of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as not affecting the remainder of these Terms and Conditions.
- 12.8. No failure or delay by either a participant of the Campaign or SBM Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

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