TERMS AND CONDITIONS FOR TELKOM KENYA LIMITED T-KASH NATIONAL 60 DAY CAMPAIGN

The following terms and conditions apply to the Telkom Kenya Limited T- Kash National Campaign ("the Promotion") and by participating in the Promotion, you, henceforth referred to as "The Customer", will be deemed to have read, understood and accepted these terms and conditions.

1. The Promotion

Telkon

This Promotion seeks to promote uptake of T-kash services by availing attractive offers to eligible T-kash subscribers.

2. Eligibility

This Promotion is open to all T-kash registered subscribers.

3. The promotion period

The promotion will run for sixty (60) days from 0000hrs on 3^{rd} May 2021 to 2359hrs on 2^{nd} July 2021

4. How to Participate

- a) Send Money to registered T-kash Subscribers
- b) Send Money to registered MPESA subscribers
- c) Buy Airtime through T-kash for any Telkom line
- d) Pay a bill using your T-kash line

5. Available Offers

The Promotion provides the Offers below:

- a) Free Send Money transactions for the next 60 days
- b) 25% bonus Airtime for every purchase of Airtime above KSH 20 via T-kash
- c) Free Data for every bill payment done via T-kash for the next 60 days

6. Criteria for each offer

- a) <u>FREE SEND MONEY TRANSACTIONS FOR THE NEXT 60 DAYS</u> <u>The mechanics of the promotion will be as follows:</u>
- i. The Sender must be registered to T-kash and the account is active
- ii. The Receiver must be registered on T-kash or MPESA and the account is active
- iii. It will be free to send money from T-kash to registered T-kash users
- iv. It will be free to send money from T-kash to registered MPESA users
- v. Maximum Value per transaction is KSH 150,000
- vi. Maximum Wallet Limit is KSH 300,000
- vii. Maximum Daily total transaction value is KSH 300,000
- viii. All other charges remain the same

	SEND MONEY						
Minimum	Maximum	T-kash to T-kash (Registered user)	T-kash to Safaricom (registered user)	Promotional Tariff			
1	49	Free	Free	Free			
50	100	Free	Free	Free			
101	500	5	5	Free			
501	1,000	12	15	Free			
1,001	1,500	20	20	Free			
1,501	2,500	32	35	Free			
2,501	3,500	45	45	Free			
3,501	5,000	55	55	Free			
5,001	7,500	65	65	Free			
7,501	10,000	85	85	Free			
10,001	15,000	90	90	Free			
15,001	20,000	90	90	Free			
20,001	35,000	100	100	Free			
35,001	50,000	100	100	Free			
50,001	150,000	100	100	Free			

b) <u>25% BONUS AIRTIME FOR EVERY PURCHASE OF AIRTIME VIA T-KASH</u> <u>The mechanics of the promotion will be as follows:</u>

- i. Every time a customer loads KSHS 20 Airtime and above on T-kash they will get a bonus airtime top up of 25%.
- ii. The bonus split
 - a. 75% of the bonus to be used for on-net calls and on-net SMS
 - b. 25% of the bonus to be used for off net calls and off net SMS
- iii. International calls and SMS and VAS services continue to be charged on main account
- iv. Bonus awarded is valid for 3 days. Any unutilized bonus amount will be forfeited at the time of expiry
- v. Bonus awarded will be utilized before main account
- vi. Bonus awarded is not transferable
 - c) <u>FREE DATA FOR EVERY BILL PAYMENT DONE VIA T-KASH FOR THE NEXT 90 DAYS</u> <u>The mechanics of the promotion will be as follows:</u>
- i. When a customer pays their bills such as Kenya Power (Pre-paid & Post-paid), Nairobi Water, GoTV, Star Times, Zuku using T-Kash they get rewarded with Data instantly.



- ii. The minimum transaction amount is KSHS 200
- iii. Bonus validity as per table below. Any unutilized bonus amount will be forfeited at the time of expiry

Transaction Band (Kes)	Reward (Data)	Validity Period	Proposed Name
200-999	250MB	24 Hours	T-kash250MB
1000-2499	500MB	24 Hours	T-kash500MB
2500-4999	1GB	24 Hours	T-kash1GB
5000-9999	1.5GB	24 Hours	T-kash1.5GB
10000-34999	2GB	24 Hours	T-kash2GB

- iv. Bonus awarded will be utilized before main account
- v. Bonus awarded is not transferable

7. Privacy

a) Definition

"Personal Information" means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number, location data.

b) Collection of Information

We are required by law to collect certain personal information and are legally obligated to deny you the service if such information is not availed. Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

c) Privacy

Telkom Kenya Limited recognizes the importance of protecting the privacy of all information provided by our customers. By this statement, we affirm our utmost respect for privacy rights and adherence to the principles set out in the Data Protection Act. Our privacy statement, as updated from time to time, explains how we treat your personal information, who we share your information with and measures taken protect your privacy when you use our Service. The Privacy Statement is available on Telkom's website - <a href="https://telkom.co.ke/<LINK_TO_PRIVACY_STATEMENT>">https://telkom.co.ke/<LINK_TO_PRIVACY_STATEMENT> -

8. Extension of Terms

- a) The Promotion be available in conjunction with other promotions and rewards.
- b) The resources in the Promotion will be subject to Telkom's Fair Use policy.



- c) Save as modified above, these Terms and Conditions are supplemental to and subject to the published T-kash Terms and Conditions and other Services that you may be using.
- d) Telkom reserves the right to amend or vary these terms and conditions or to withdraw this Promotion at any time. In any of these events, notice will be given via SMS to the eligible subscribers and will be effective immediately or as at the date referred in such notifications.
- e) These Terms and Conditions are available at <u>www.telkom.co.ke</u>

9. Dispute Resolution and Governing Law

- a) You may contact Telkom Customer Care for any disputes or claims. Telkom Customer Care shall handle the report in accordance with Telkom's standard complaint handling procedures.
- b) This Agreement shall be governed and construed in accordance with the laws of Kenya. The place of jurisdiction for any dispute arising out of or in connection with this Agreement shall be Kenya.
- c) Any dispute and/or matter of difference that arises between the parties regarding any aspect of this Agreement shall be settled, if possible, in an amicable way. The Parties shall be guided by Telkom Kenya's Dispute Resolution Policy as expressed in the Terms and Conditions relating to T-kash.

10. Entire agreement

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter. TheseTerms and Conditions are NOT exhaustive but supplemental to those relating to T-kash.