



KCB REWARD PROGRAM (SIMBA POINTS) TERMS AND CONDITIONS

The following terms and conditions apply to the KCB Rewards Program (the **"Program"**) and will continue on an ongoing basis unless terminated in accordance with item 9 below.

By participating in the Program you will be deemed to have read, understood and accepted these Terms and Conditions.

1. Definitions

- a) **"KCB", "Us", "We" or "Our"** means KCB BANK KENYA LIMITED;
- b) **"Reward"** means physical or other items or services offered against redemption of the required Simba Points as will be notified by KCB from time to time;
- c) **"Reward Points" or "Simba Points" means** points earned and accumulated as provided in item 3 below;
- d) **"USSD"** means Unstructured Supplementary Service Data, a protocol used by GSM mobile phones to communicate with their service provider's computers via text messages;
- e) **"Website"** means the portal www.kcbgroup.com or such web address as may be designated by KCB from time to time
- f) **"You" or "Participant"** means a KCB Customer who has enrolled to participate in the Program as provided in item 2.2 below;

2. Participation

2.1 Eligibility

- 2.1.1 The Program is offered at the sole discretion of KCB and is open to personal / individual KCB customers who choose to enrol on the Program as provided in item 2.2 below but will exclude corporate / Business customers and any other category of customers as KCB may communicate from time to time.
- 2.1.2 The Program is available to individuals for their personal use only, subject to the provisions of these Terms and Conditions, and is limited to one participation per Customer, regardless of the number of bank accounts held with us.
- 2.1.3 Employees of KCB and individuals employed by our business partners or vendors are eligible for membership for personal use only but may be excluded from certain benefits of the Program at the discretion of KCB.
- 2.1.4 By joining the Program and becoming a Participant, you agree that you have read, understood and agree to be bound by these Program Terms and Conditions of Participation ("Program Terms") and by any changes or modifications we may make. You should review these Program Terms frequently to understand the terms and conditions that apply to the Program as they may change from time to time. These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for banking products or services.

2.1.5 By enrolling in the Program, you also agree to be bound by our website Privacy Policy and our website Terms and Conditions, which are incorporated herein by reference. If you do not agree to these Program Terms, our website Privacy Policy, and our website Terms and Conditions, you cannot participate in the Program.

2.1.6 The Program is valid in Kenya only.

2.2 **Enrolment Procedure**

2.2.1 In order to become a Participant, you will be required to enrol on the Program via the available channels below:

A) Branch Enrolment

- If you are an existing account holder, fill in the amendment form or account opening forms provided at the KCB Branch and tick the *Loyalty Program* box.
- If you are opening a new account, tick the *Loyalty Program* Box, when filling in the application form for Mobile / Internet Banking.

B) Mobile Phone (Mobi)

- Dial *522#
- Enter Mobi PIN
- Go to My Account
- Select Simba Points
- Select Enrol

You will receive a confirmation SMS for enrolment

C) KCB Application (KCB App)

- Download the KCB App from Google or Apple Stores
- Click on the Menu Bar on the left hand side of the screen
- Click on the Simba Points Menu
- Click on Enrol

You will receive a confirmation SMS for enrolment

2.2.2 Enrolment to the Program will be free and you will only be deemed to have been enrolled and become a Participant in the Program once you receive a confirmation SMS to that effect from KCB.

2.2.3 Only one Program account may be associated with a KCB customer and a single mobile phone number. In the event of a dispute over ownership of the Program membership account, the participant will be deemed to be the authorized account holder of the KCB account submitted at the time of enrollment. For purposes of these Program Terms, the "authorised account holder" is the natural person who is assigned to the submitted Bank account.

2.2.4 **Warranties Given by the Participant**

In addition to complying with the provisions of these Terms and Conditions, you warrant to KCB that:

- (a) The information given by you at the time of account opening is complete, true and accurate and that you will inform KCB of any subsequent changes to such particulars.

- (b) You will not sell barter or attempt to assign, transfer or deal with the Simba Points accrued otherwise than as authorized by these Terms and Conditions.
- (c) You will give to KCB such information as may be requested at KCB's discretion in order to verify your entitlements under the Program or for any other purpose whatsoever.
- (d) You will not act in a manner likely to affect the good name of KCB.
- (e) You own or are authorised to use all KCB accounts against whose usage Simba Points will accrue.
- (f) you consent to KCB sharing your information as per clause 6 below.

3. Simba Points

Once you are confirmed as a Participant in the Program, you may earn Simba Points, as provided below, when you transact using various of the Bank's channels. Once you earn a certain number of points, you may be eligible to redeem benefits and rewards applicable to that number of points, which benefits may change from time to time and may be offered on a limited basis.

3.1 Earning Simba Points

The accrual of Simba Points will be on the basis of your Participation in the program and usage of KCB channels, status of your KCB account(s) and such other criteria as KCB may determine from time to time at its sole discretion.

3.1.1 **Activities that will earn you Simba Points:** See attached Annex.

3.1.2 KCB will not allocate Simba Points and may reverse or cancel any Simba Points allocated where it is found that such Simba Points were accrued in breach of these Terms and Conditions or otherwise incorrectly.

3.1.3 As a Bank account holder, you will not be eligible to redeem your Simba Points if any of your KCB account(s) has a zero (0) balance, is dormant, inactive or is overdrawn.

3.1.4 You will immediately **FORFEIT** all accrued Simba Points if:

3.1.4.1 any facility extended to you by the Bank becomes overdue, and you may begin to accumulate points once your account with the Bank is regularised; or

3.1.4.2 if you close your account; or

3.1.4.3 Your participation is terminated under clause 11.3

For the avoidance of doubt if your account is active, check your balance as provided in 3.2 below

3.2 Checking Your Simba Point Balance

3.2.1 You may check the number of Simba Points accrued using the following methods:

3.2.1.1 By Mobile phone USSD Code:

- Dial *522# on your mobile phone
- Enter Mobi PIN
- Go to My Account
- Select Simba Points
- Select Balance Enquiry

3.2.1.2 Using the KCB App:

- Download the KCB Bank App from Google or Apple Stores
- Click on the Menu Bar on the left hand side of the screen
- Click on the Simba Points Menu
- Your balance will display on the screen

3.2.1.3 Through the Simba Points Online Portal

- Visit www.simbapoints.kcbbankgroup.com
- Log in to the portal with your mobile phone number and Password
- Click on My Account
- Check Account Summary

4. Redemption of Simba Points

4.1 Available Rewards and how to redeem your Simba Points

- 4.1.1 You will be able to redeem your Simba Points for KCB products and services, Merchandise and such other rewards as KCB may offer from time to time (“**Rewards**”).
- 4.1.2 Information regarding the available Rewards and the applicable redemption requirements will be communicated by KCB in the press, KCB website or any other means determined by KCB from time to time.
- 4.1.3 To redeem Rewards, you must have accumulated the minimum number of points as established by us for a particular benefit.
- 4.1.4 Rewards can only be redeemed through USSD by dialing *522#, Select My Account, Simba Points and redeem. By using the KCB App, and clicking Simba Points on the main menu, or by logging into the Simba Points website www.simbapoints.kcbgroup.com
- 4.1.5 If you have concerns that a purchase, redemption or other activity was not properly applied to your Participation in the Program, you should contact KCB Customer Service at 0711 087000 or 0732 187000.

4.2 What else you need to know about the redemption of your Simba Points

- a) Once you have successfully redeemed your points as described above, such request cannot be revoked, amended or exchanged for another reward nor will the redeemed points be reinstated to you.
- b) Merchandise displayed from time to time and featured at the KCB website (www.kcbbankgroup.com) is subject to availability. The receipt by KCB of an intention to redeem such items will not constitute a reservation nor purchase of that item.
- c) KCB reserves the right, at its absolute discretion to set any quota for, or replace or withdraw any featured Reward at any time and to substitute any Reward requested for redemption by a Participant for a different Reward of comparable point value to the particular Reward requested by the Participant.
- d) KCB reserves the right to change any of the Program Rewards, how you accrue Simba Points, and how we evaluate and reward your eligible Program activity. We reserve the right to place limits on the number or types of activities that are eligible for the Program, in a given time period or for the duration of the Program, and/or any combination thereof.
- e) The redeemers of all Merchandise will be required to identify themselves through the presentation of such documentation as shall be considered suitable for verification by KCB including but not limited to any of the following forms of identification: original Identification Card/original Passport.
- f) By redeeming Simba Points you release KCB from any and all liability regarding the redemption of the Simba Points.
- g) Redeemed Rewards cannot be exchanged or returned for replacement Simba Points, another product, or a monetary refund
- h) KCB is not responsible or liable for any redemption of your Simba Points balance

where the redemption was not authorized by you, or due to any fraudulent activity by you or any third party.

- i) If you have concerns that a redemption of or other activity was not properly applied to your Participation in the Program, you should contact KCB Customer Service at

5. Expiration of Your Simba Points

5.1 Simba Points accrued will be deemed to have expired:

5.1.1 36 months after they have been accrued (**Validity Period**) at the end of the quarter immediately following the end of the Validity Period or as communicated to you by KCB;

5.1.2 Immediately, in the event that a Participant's KCB Bank account has been inactive or has been closed in accordance with KCB's applicable terms and conditions.

5.2 Upon termination of the Program as provided in item 9.2 below you will be required to redeem your Simba Points within Two (2) months from the date on which KCB publishes a notice of termination. Points not redeemed within this period will be deemed to have expired and thereby forfeited by the Participant.

5.3 KCB will not be obligated to offer an extension or reinstatement of expired or forfeited points nor offer any cash refunds or other exchanges or compensation whatsoever for expired or forfeited Simba Points.

6. Use of Personal Data

KCB will use and be entitled to disclose the personal information you provide for the following purposes:

- a) Administering the Program.
- b) Fraud prevention and law enforcement.
- c) Marketing and research related activities.
- d) Such other purposes as may be provided in the terms and conditions of use of any of the KCB products and services.
- e) Compliance with any legal requirements or court order.

7. Transfer of Simba Points

7.1 **General Terms for Transfer of Simba Points:**

- (a) You must have a minimum of 50 Simba Points to perform a transfer.
- (b) There is no maximum number of Points that you can transfer.
- (c) Transfer of Simba Points is not limited to any multiples; both even and odd figures will be processed.
- (d) KCB will not charge any service fee on the transfer transactions.
- (e) Service will be unavailable to customers whose accounts are locked due to breach of this terms and conditions and will be reinstated only when the account is regularised.
- (f) Simba Points can only be transferred to and Participants
- (g) There is no limit to the number of times that you can transfer your Simba Points
- (h) Simba Points once transferred will not be reversed.
- (i) KCB will act on all requests from you for transfer of Simba Points.
- (j) KCB will not be liable for any claims or allegations of irregular or fraudulent requests for transfer of Simba Points.
- (k) It is your sole responsibility to keep your Simba Passwords secure. KCB will not be liable for any claims or allegations of irregular requests for transfer of Simba Points.

7.2 **How to Transfer your Simba Points**

- (a) To transfer Simba Points through our USSD service, you will follow the prompts below:
- Dial ***522# and** enter your **Mobi PIN**;
 - Select the sub menu **My Account, Simba Points**” and then
 - **Select Transfer Points**
 - Enter the recipients Mobile Number;
 - Enter the number of Simba Points intended to be transferred
 - Click **“OK”** to confirm

You will receive a message informing you of the status of the transfer

- (b) To transfer Simba Points through our KCB App you may follow the steps below:
- Download the KCB Bank App from Google or Apple Stores
 - Click on the Menu Bar on the left hand side of the screen
 - Click on the Simba Points Menu
 - Click on Transfer Points.
 - Enter the points to transferred
 - Enter the mobile number you wish to transfer your points to
 - Enter your mobile PIN to confirm

You will receive a message informing you of the status of the transfer

- 7.3 You will only be deemed to have successfully transferred your points in the Program once you receive a confirmation SMS to that effect from KCB.

8. General issues, Variation and Limitation of Liability

- 8.1 The Program and Simba Points are offered at the sole discretion of KCB and KCB reserves the right to cancel, modify, restrict or terminate any of the Terms and Conditions of the Program at any time without prior notice including but not limited to the minimum number of Simba Points required to redeem a reward, types of rewards, conditions of participation etc., even though such changes may affect the redemption value of the Simba Points already accumulated. Subsequent modifications to these terms and conditions will be posted on www.kcbgroup.com.
- 8.2 In the event these terms and conditions are amended or varied as provided in item 8.1 above then your continued participation in the Program will be deemed to be an acceptance of such a variation.
- 8.3 We reserve the right to exclude you from or to discontinue your participation in the Program and to audit your membership account at any time, in our sole discretion. To keep your account active you must utilise any of the KCB bank channels as provided in the Annex at least once in Six(6) months.
- 8.4 Simba Points of one Participant cannot be combined with those of other Participants to redeem a Reward.

- 8.5 Simba Points shall not be sold or dealt with in any manner in any form of secondary market.
- 8.6 The Rewards available through the Program are for personal use only. You may not sell or resell any of the products, services, or form of Reward you receive from us under this Program.
- 8.7 By enrolling in the Program, you agree to receive Program-related communication from us,
- 8.8 The Simba Points you accrue do not constitute your property nor do they entitle you to a vested right or interest and in this regard are not transferable, or assignable to any other Participant save as stated in these terms and conditions.
- 8.9 Any Simba Points earned by you prior to migrating to another KCB account will not be lost but will continue to accumulate in your name.

9. Disclaimer of Warranties; Limitation of Liability

9.1 NEITHER KCB NOR OUR PARENT, AFFILIATES, PARTNERS, OR LICENSORS MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR THE PROGRAM OR ANY OF THE REWARDS, BENEFITS, OR POINTS ASSOCIATED WITH THE PROGRAM INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

9.2 YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER KCB NOR OUR PARENTS, AFFILIATES, PARTNERS, OR LICENSORS WILL BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR ANY (a) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE PROGRAM; (b) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (c) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS ON THE ACCESS CHANNELS OR USE OF ANY REWARD OR BENEFIT OF THE PROGRAM; (d) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; (e) ANY INACCURACIES OR OMISSIONS IN PROGRAM CONTENT; OR (f) EVENTS BEYOND OUR REASONABLE CONTROL. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT DEFECTS OR ERRORS WILL BE CORRECTED

FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER KCB NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE PROGRAM OR AND YOUR PARTICIPATION THEREIN, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER THE SAME AROSE FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER KCB HAS ANY CONTROL OVER CIRCUMSTANCES GIVING RISE TO THE CLAIM OR NOT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED KENYA SHILLINGS.

9.3 IF YOU HAVE A DISPUTE WITH US OR ARE DISSATISFIED WITH THE PROGRAM, TERMINATION OF YOUR MEMBERSHIP IN THE PROGRAM IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

10. Indemnification

You agree to defend, indemnify and hold us, our parents, affiliates, partners, licensor's, officers, directors, employees, and agents harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your participation in the Program or your breach of any of these Program Terms.

11. Deregistration and Termination

- 11.1 You will be able to deregister yourself from the Program by contacting KCB customer service on 0711 087000 or 0732 187000 or by writing to simbapoints@kcbgroup.com . If you deregister, you will immediately lose all accrued points and benefits, and your Participation in the Program will be terminated from the date of deregistration.
- 11.2 KCB reserves the right to terminate the Program at any time, without providing justification and without liability to you. Notice will be published in a local daily and on the Website and will be effective immediately upon publication of the notice. In such event Participants will be required to redeem their Simba Points within the period set out in item 5.2 above.
- 11.3 KCB reserves the right to terminate your participation in the Program by notice with immediate effect in the following circumstances:
- 11.3.1 Upon any detection of fraud or attempted fraud relating to your enrolment, registration, the accrual and redemption of Simba Points;
 - 11.3.2 Breach of any of these terms and conditions.
 - 11.3.3 membership inactivity for more than 24 months;
 - 11.3.4 Erroneous enrolment arising from accounts not eligible to participate in the Program;
 - 11.3.5 Closure of Bank account(s);
 - 11.3.6 illegal activity, fraud, misrepresentation or other conduct inconsistent with these Program Terms and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any Program rewards,
 - 11.3.7 Any other circumstances (justification for which will not be provided) as may be determined by KCB.
- 11.4 If your Participation in the Program is terminated under any of the circumstances set out in item 11.3 above then you will:
- 11.4.1 lose your right to redeem your accrued Simba Points and the same will be deemed to have been forfeited as at such date and in such manner as you will be notified by KCB, in which case the provisions of item 5.3 above will apply;
 - 11.4.2 You will be de-registered from Participation in the Program upon completion of forfeiture of your accrued points as provided in 11.4.1 above.
- 11.5 If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Program Terms, we also have the right to take appropriate legal action, in our sole discretion, and to recover damages and other expenses incurred in pursuing such action.

12. Disputes

These terms and conditions are subject to interpretation by KCB and any questions or disputes regarding a Participant's eligibility for the Program, the earning and redemption of Simba Points and a Participant's compliance with these terms and conditions will be resolved by KCB and all

decisions reached will be final and binding.

Annex 1

CARDS			
Card Type	Brand	KCB POS	Other Bank's POS
Points Per Ksh.1,000 transacted			
Debit Cards (Ksh. Spend)	Quick Serve	1	1
	Advantage	2	2
	Master Card World	2	2
	Master Card Standard	1	1
Credit Cards	Classic	1	1
	Gold/Platinum	2	2
	Master Card World	2	2
CHANNELS			
Channels	Transaction Type	Points Per Transaction	
Internet	Transfers and Payments	5	
Mobile	Account to Account Transfer	2	
	Paying bills	2	
	Purchase of airtime	1 Point Per Ksh.100	
KCB Bank Agent	Less than Ksh.10,000	5	
	More than Ksh.10,000	10	
DEPOSITS			
Deposits		Points per Ksh.1,000 deposited	
Account balance on Transactional and Current Accounts (Average monthly deposits)		1	
LOANS			
Loans		Points Per Ksh,1,000 borrowed	

Mobi Loans	2
Top Ups, Repeat Customers (For Personal Loans)	3
Mortgages	1
KCB Mpesa Loan	1
SERVICES	
Services	Points Per Transactions
Standing Order (Inbound) Salary Transfer	5
Opening a new funded account	50
Referrals for funded accounts	50
INSURANCE	
Insurance Premium	1 point per Ksh.1,000

NOTE:

1. Funded Accounts refers to any accounts opened with a minimum of KES 500.00 (Five hundred Kenya Shillings)
2. Customers not charged appraisal fees on their mortgages will consequently not earn any points.