

TERMS AND CONDITIONS FOR THE VIPINGO DEVELOPMENT BUY A HOME AND WIN PROMOTION

The following terms and conditions apply to the Vipingo Development Limited (hereinafter “Vipingo Development”) Buy a Home and Win Promotion (“the Promotion”). By participating in the Promotion, you will be deemed to have read, understood and accepted the same.

1. The Promotion and the Promotion Period

- a) The Promotion will run from 0000hrs 28th February 2019 to 2359hrs 30th April 2019 (“Promotion period”).
- b) The Promotion’s purpose is to drive sales for Vipingo Development’s residential projects on sale. Buyers will stand a chance to win the prize on offer during the Promotion.

2. Eligibility

- a) The Promotion is open to buyers of residential houses at Vipingo Development’s Awali estate and 1255-Palm Ridge
- b) The Promotion is open to buyers of all houses on offer namely 1-bedroom apartment, 2-bedroom apartment, 3-bedroom apartment, bungalow and maisonette.
- c) Buyers must be 18 years and above to participate in the Promotion.

3. Entry into the Promotion

- a) Purchase of one or more of the houses on offer at Vipingo Development Limited. (See 2 (c) above)
- b) Make a payment amounting to at least 10% of the purchase price towards the purchase of the house within the Promotion period. For new buyers, the first 10% payment should be made within 10 working days upon issue of the letter of offer.
- c) The purchaser registered in the letter of offer who is deemed to be the buyer will be given the entry into the competition.
- d) In cases of joint ownership, the purchasers will be deemed to have joint entry into the draw.
- e) In the event that the buyer is a company, the company will be considered as the entrant.
- f) Each 10% payment within the Promotion period earns one entry into the competition.

Residential Unit	Points Earned
1255-Palm Ridge 1 bedroom unit	1
1255-Palm Ridge 2 bedroom unit	1
1255-Palm Ridge 3 bedroom unit	1
Awali estate Bungalow	1
Awali estate Maisonette	1

4. Prizes

The prizes include a trip for 2 to Dubai (sharing) which will include travel (economy return flights), visa processing fees, travel insurance, accommodation on bed and breakfast only.

Home furnishing prizes will issued in the form of a voucher for redemption at the named available stores countrywide.

Prize	No. of Winners
1. A trip for Two (2) (Sharing) to Dubai for 5 days and 4 nights	1
2. Two (2) House furnishing Vouchers worth Kshs 150,000/- each.	2

5. Draw and Selection of Winners

- a) Vipingo Development and BCLB will select the winners using a random selection using the Two Rivers Application owned by Centum Investment Company Plc which owns Vipingo Development Limited and Two Rivers Development Limited. Selection of any winners must be with BCLB. Any decisions made on the winner by Vipingo Development and BCLB will be final and binding. Vipingo Development reserves the right to select additional winners to replace any prizes of any winners who are subsequently disqualified.
- b) Winners will be published on local newspapers, radio, television, Vipingo Development website, social media and any other media that Vipingo Development may choose from time to time.

6. Disbursement of Prizes

- a) Winners will be responsible for acquiring necessary documentation to allow for travel i.e. passport, visa and yellow fever certificate.
- b) Should the winner fail to acquire the necessary documentation for travel, he/she will be deemed to have forfeited the prize which may then be reissued to another winner selected by BLCB and Vipingo Development.
- c) For the winner to be presented with the prize, they must produce original identification documents i.e. Kenyan Identification card or a passport.
- d) In case a prize is won posthumous, the BLCB with the assistance of the Attorney General will determine the Administrator of the deceased's estate to whom the prize will be handed over to.
- e) The grand prize will be collected at the Vipingo Development office at Vipingo Ridge Conference Centre 1st Floor. Winners will be expected to meet the costs of travel incurred to collect their prizes.

7. Notification of Winners

- a) Winners of the Promotion will be notified using any of the following numbers 0740 400215, 0709 902 000 or 020 4400 215.
- b) Vipingo Development will contact all winners within 48 hours. Vipingo Development will make 3 (three) phone call attempts within a 1-day period. If the winner does not pick the call and correctly identify him/herself, they will be deemed to have forfeited the prize and another winner will be selected in accordance with the guidelines stipulated by the Betting Control and Licensing Board (BCLB).
- c) For avoidance of doubt, missed calls, diverted calls or diverted calls to voicemail will be deemed to be non-response and the prize will be reissued.

8. Other terms and conditions

- a) These terms and conditions outlined are supplementary to the terms outlined in the letter of offer, agreement for lease and lease agreements for the purchase.
- b) The prizes are non-transferable, and no cash alternative shall be offered for the prize.
- c) Employees of Vipingo Development, Centum Group subsidiaries, the Betting Control and Licensing Board (BCLB), any other supplier or third party involved in

the project/Promotion along with immediate family members and dependants shall not be allowed to be participate in the Promotion. Each prize winner shall be required to affirm in the form of discharge that they do not belong to the group of restricted persons.

- d) By accepting the prize, you will be deemed to have granted Vipingo Development the right to use and publish your name and photo in any such media as Vipingo Development may choose for information, advertising and Promotional purposes without additional consideration during the campaign and three (3) months after the campaign during the campaign and three (3) months after the campaign..
- e) If the winner after collection of the prize opts out of the contract to purchase the residential houses, the terms and conditions of the letter of offer and/or the agreement for lease shall apply.
- f) If the winner does not collect their prize in 3 months, they will be deemed to have forfeited the prize.
- g) In the event there are any taxes applicable on the prizes, the same will be payable by Vipingo Development remit to the Tax Collection Agency. Where applicable, the winner will be presented with a withholding tax certificate.
- h) Vipingo Development has **not** appointed any agents to run this Promotion on their behalf. As such, Vipingo Development will not acknowledge any unregistered agent for payments of commissions for client referrals or claim a share of the prize earnings from any prize winners. Participants are cautioned against paying any agency fees to enter the competition.
- i) Vipingo Development in consultation with the Betting Control and Licensing Board reserves the right to cancel this Promotion at any time and amend the terms and conditions for any commercial reason in consultation. Any amendment to these terms and conditions will be published on the Vipingo Development website (www.vipingodevelopment.com) and published on social media using the Vipingo Development accounts.
- j) The Promotion remains subject to the provisions of the Betting Lotteries and Gaming Act (Cap 131 Laws of Kenya) and any disputes arising herewith will be resolved in accordance with such provisions.

Caution: Vipingo Development does not require anyone to send money or any other consideration for award of any Promotional prizes and will not be liable for any losses or other damages arising from actions of participants that do not heed this caution.