



SIMU SMART PROMOTION

TERMS AND CONDITIONS

The following terms and conditions apply exclusively to the SIMU SMART Promotion and all participants in the promotion are deemed to have read, understood and accepted the same.

1. Eligibility

1.1 This promotion is restricted to Kenyan residents above the age of eighteen (18) years only. Proof of age shall be required prior to redemption of any prize;

1.2 Employees of LEOS TECH (LT) and its affiliates, its distributors and stockists, bar owners and bar staff, suppliers and third parties directly involved with providing services during this Promotion and their immediate families are not eligible to participate in the Promotion. Each prize winner may be required to declare or affirm in a Form of Discharge that they do not belong to any of the restricted groups of persons;

1.3 Leos Tech (LT) in consultation with the Gambling Regulatory Authority (GRA) reserves the right to seek verification of eligibility to enter and receive a prize under these Terms & Conditions. If, in LT's reasonable opinion, a winner is found to be ineligible, LT reserves the right to require the return of any prize already awarded, either at its sole discretion or in consultation with GRA and as such winners shall be disqualified;

1.4 The participating products include Phones, Laptops and associated accessories.

2. Promotion period

2.1 The promotion shall run from 5th December 2025 to 5th March 2026;

2.2 LT, in conjunction with the Gambling Regulatory Authority (GRA) reserves the right to change the promotional dates as it deems fit. Decisions made by LT in consultation with GRA shall be final and binding;

3. How to participate

3.1 The Promotion is open to all consumers who meet the eligibility outlined in Section 1 above.

3.2 Participants will be required to make a purchase (subsidised prices) of any of the participating products - Phones, Laptops, Accessories - and will automatically get an 8-digit code. Receiving the code does not mean registration into the promotion.

3.3 Participants shall be required to dial the USSD Code *446*1# on Safaricom Network.

3.4 Each participant will be required to register by confirming that he/she is above the age of 18 years and that he/she consents to the collection, processing and storage of personal data for the purposes of this promotion;

3.5 Upon successful registration, the participant will stand a chance to win various prizes.

3.6 Upon successful activation, the participant will receive a confirmation message via SMS, which will also contain the entry code. This code will be used for the purposes of drawing winners at random.. This code on its own does not guarantee a participant anything in return;

3.7 Participants shall be solely responsible for the content keyed during registration and activation (sections 3.3, 3.6) in connection with this Promotion and LT shall not be liable in any manner in relation to any content sent in error or by mistake by the participant in connection with this promotion;

3.8 Failure to complete registration in 3.3 above will result in non-validation of the participant. A participant will be required to complete the registration process to participate in the promotion;

3.9 Participants are eligible to submit as many entries as possible per day. Each entry shall entitle a participant to a chance to enter into draws where they have the opportunity to win any of the prizes detailed in section 5 of these terms and conditions;

3.10 All participants will be eligible to win prizes once in the promotion period;

4. Opting out of the promotion

4.1 Participants can opt out of the Promotion by dialing *446*1# and choosing the Opt Out. You shall receive a message confirming that you have been de-registered from the promotion. Upon deregistration, you shall not be eligible to win prizes in the Promotion;

4.2 If a participant decides to return to the promotion after opting out, they will be required to re-register, subject to the promotion duration;

5. Prizes

5.1 By gaining entry to the promotion, participants stand a chance to win either of the following:

- a) Month1:
 - Oraimo SpaceBuds (4 winners)
- b) Month2:
 - Apple Airpods 4 Wireless Bluetooth Earbuds (2 Winners)
- c) Month3:
 - Infinix Hot 60i Phone (1 Winner)

5.2 All prizes are redeemable in Kenya. All non-cash prizes are not redeemable as cash equivalents and neither can they be exchanged for other prizes or be transferred;

5.3 The nature of prizes to be awarded and the number of prizes to be awarded may be varied by LT in consultation with GRA;

5.4 All ‘tech’ devices up to and including the mobile phones, earbuds and the Bluetooth speakers shall be collected from LT(K) offices as facilitated by {(PR Agency)}. The authorised dealers of each prize will be responsible for fulfilling warranty issues to winners according to each prize. LT does not give any warranties as to the quality, maintenance or any related issues in any manner whatsoever with respect to these prizes;

5.5 All prizes are redeemable within 3 months after the end date of the promotion. Prizes are deemed to have been forfeited if uncollected 3 months after the end of the promotion;

5.6 LT gives no warranties on the prizes. Winners agree to accept the prizes on an “as is” basis. Subject to any applicable laws, the participants agree to indemnify LT against any damages that anyone may suffer as a result of the prize(s) or this Promotion including consequential and economic loss.

6. Selection of Winners

6.1 Winners shall be selected randomly through an automated draw system with the required controls around the selection of the winners to ensure fairness.

6.3 LT in consultation with GRA may select additional reserve winners to replace any winners of any of the prizes who may have been disqualified.

6.4 After selection of winners is done, the decisions made on the same including reward of prizes by LT shall be final and binding.

6.5 The award of all winning prizes shall be subject to the authentication of the identity of a short-listed candidate or winner through the following proof of identification:

- a) Original National Identification Card; or
- b) Original Passport

6.6 In the event that there are any taxes applicable to the prizes, LT shall deduct the same from the price and remit to the tax collection agency. The winners shall be presented with withholding tax certificates where applicable.

7. Notification of prize winners

7.1 Winners will be notified and contacted directly through via an SMS from the short code {} followed by phone call via telephone number {};

7.2 LT will make attempts to contact the selected winners. If the selected winner does not answer any of the call attempts within the prescribed period and identify himself/herself, he/she will be deemed to have forfeited their chance of winning the prize and LT will thereafter attempt to call a reserve winner's number as selected pursuant to condition 6.4. above;

7.3 For the avoidance of doubt, missed calls and calls diverted to voice mail will not be deemed to have been answered for the purpose of the Promotion;

7.4 LT reserves the right to verify the eligibility of the winner in line with the terms and conditions. If it is found that the winner was ineligible to the promotion, he/she is disqualified and forfeits the prize, and the next runner up will be contacted;

7.5 Winners of the various prizes shall be informed in accordance with the guidelines stipulated in these terms and conditions and the decisions made on the same by LT shall be final and binding;

7.6 Winners of instant cash prizes will have payment transmitted to their phone through mobile money transfer services. The winners will receive a notification through their Telco provider and a confirmation message from the short code {}. In the event that the owner of the phone number and

the user of the phone number are distinct and subject to the provision of sufficient proof, the applicable prize shall only be awarded to the owner of the phone number and not the user of the phone number.

7.7 The award of prizes for the Furaha Na Jamii Promotion shall be subject to the authentication of such information as shall be considered suitable for verification by LT or by a selected agents including but not limited to any of the following:

- a) Proof of identification: original National Identification Card or original Passport within forty-eight (48) hours from the notification of winners. LT and GRA shall not entertain claims made after the expiry of said forty-eight (48) hours and any decision made on the same by and LT shall be final and binding; and
- b) Confirmation of winner details provided to LT against the information submitted by the participant on entry into the Promotion.

7.8 Participants in the Promotion must be registered with a recognized mobile money service provider in Kenya. Winners who are not registered with the designated mobile money service providers as selected by LT for purposes of this Promotion will be required to collect their cash from the respective mobile money agents within 7 days as stipulated by the Communications Commission of Kenya regulations. Failure to do so will lead to them forfeiting their prize.

7.9 LT will not be liable for any delays brought about by failure of mobile telephone networks and mobile money transfer systems, failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability, or for traffic congestion or unauthorized human acts.

7.10 LT shall not accept liability where a winner for one reason or another cannot access their airtime once it has been sent to them e.g. where the mobile network has suspended the recipient's account, or if they are not accessible via the mobile service.

7.11 If the winner cannot prove they are above 18 years of age, the prize shall be forfeited, and another winner selected.

8. Use of personal data

8.1 By agreeing to participate in the promotion you are deemed to have granted LT permission to contact you for further information for the period of the promotion.

8.2 By participating in this promotion, you are deemed to have knowledge of and consent to the following:

- a) The collection, processing, transfer and retention of your personal data for purposes of administering this promotion including but not limited to use of winners' pictures for promotional purposes.
- b) LT may use participants personal information for reasonable commercial purposes such as;
 - to communicate through SMS about our products, or upcoming marketing activities and those of our subsidiaries, affiliates, and/or any of their related businesses. Participants have the right to opt-out at any time from receipt of further marketing communications by writing to us or by following the opt-out guidelines on any marketing message sent to you;
 - for marketing analysis, for example, to assess trends amongst our consumers and what people are saying about our products, to evaluate the impact and effectiveness of our marketing campaigns and promotions. You have the right to opt-out at any time from receipt of further marketing communications;

8.3 LT has put in place technical and operational measures to protect your information from unauthorised access, accidental loss, or destruction. Any disclosure of information shall be in accordance with applicable laws and regulations;

8.4 By participating in the promotion, all winners of the prizes shall be deemed to have granted LT during the promotion and within three (3) months after the end of the promotion the right to use their full names, photos, video footage and other details in such media as LT may choose (including and not limited to the internet) for information, advertising and promotional purposes and that they shall further agree to participate in all public relations and marketing activities of LT on such terms, as LT may require without any additional consideration;

8.5 All information, content and materials displayed on or used in connection with the promotion including all text, articles, editorials, advertising, images, photographs, audio, and video (collectively, the 'Content'), is the property of LT and its licensors. Save as permitted under the law and/or with the written consent of LT, no one shall reproduce, publish, display, adapt, perform, cause to be seen or heard in public, broadcast and communicate to the public and/or otherwise deal in the content by any means and/or in any media;

8.6 All the ownership and intellectual property rights in the footage and visuals taken of any participant, his/her family and surrounding onlookers is and shall at all times remain the sole property of LT;

8.7 Use of the materials stated above shall be at LT's discretion and LT shall be entitled to disclose any of the participant's details for administering the promotion, marketing and research related activities, fraud prevention and such other purposes as may be provided in terms and conditions herein and the law.

9. Disqualification and termination

9.1 The promotion is offered at the sole discretion of LT and LT reserves the right, subject to any discretion from GRA, to amend or vary these terms and conditions or to suspend/ amend/ terminate the promotion at any time. These terms and conditions will be published on the LT website at **leostech.shop**;

9.2 In case any of these circumstances arises, notice will be given by LT through media advertisements. The notice will be effective immediately or on such date as shall be set out in such notifications;

9.3 On termination of this Promotion for any reason not attributable to the participants, participants will be required to redeem their prizes within three (3) months after the termination date;

9.4 LT reserves the right to terminate any participant's participation in the promotion or their registration upon:

- a) Detection of fraud or attempted fraud relating to the participant or their registration; or
- b) Breach of any of these terms and conditions; or
- c) Such circumstance as may be determined by LT and GRA acting reasonably;

9.5 If participation in the promotion is terminated under any of the circumstances set out above, the participant will lose the right to redeem his/her prize and the same out the prize will be deemed to have been forfeited. In addition, LT reserves the right to take appropriate legal action, as it deems necessary, and recover damages and other expenses incurred in pursuing such action.

10. Other Terms

10.1 This Promotion remains subject to the provisions of the Gambling Control Act of 2025, and all other applicable laws. Any disputes arising hereunder shall in the first instance be resolved in accordance with the aforementioned provisions;

10.2 All queries and/or complaints should be directed to the Customer Care Helpline number {}; available in the current business operating hours (9:AM to 5:PM);

10.3 LT upon notification and approval by GRA, reserves the right to amend and adjust the promotion format and timings as it deems fit;

10.4 Although LT has used reasonable efforts to ensure that all information and materials relating to the promotion are accurate, LT shall not be liable for any inaccuracy or errors in such information and/or material. LT its agents and sub-contractors shall also not bear responsibility for any loss or damage to a participant, whether caused by self or any third party, arising from:

- a) matters outside the control of LT, its agents and sub-contractors including but not limited to force majeure events such as acts of God, computer viruses, power outages, etc.

- b) any acts of negligence by the Employees of LT, or any other service providers involved in this Promotion or their agents, associates, and contractors;
- c) any unforeseen defects in promotional materials supplied or manufactured by third parties including but not limited to labels and crowns;
- d) any award of a prize made to a person whom the participant alleges to be the wrong person; and
- e) reliance upon any omission, inaccurate information or statement concerning any matter whatsoever relating to the participant or to LT, or any other matter whatsoever;

10.5 All errors and/or omissions related to this promotion and/ or promotional products should be reported in writing to LT within seven (7) days of discovery of the error or omission. LT does not warrant that all errors and omissions can be resolved to the satisfaction of participants, or at all and therefore errors and omissions are exempted;

10.6 LT shall not be liable to a participant for any monetary loss or damage. Without limitation LT is not liable to a participant for any direct or indirect loss, damage, or expense regardless of whether the same arose from negligence, breach of contract or otherwise, and regardless of whether LT has any control over circumstances giving rise to the claim or not;

10.7 LT excludes all liability to a participant for loss of profit, revenue goodwill or business reputation or special, consequential, punitive, or exemplary loss or damage arising out of or in connection with the promotion;

10.8 LT accepts no responsibility for the failure of any third parties to fulfil their contractual obligations in relation to the promotion;

10.9 The participants shall release and hold LT free and harmless from liability excluded under these terms and conditions;

10.10 Any persons attempting to make false claims shall be prosecuted. Prizes shall not be transferable to third parties, and they shall not be exchanged for other prizes;

10.11 All updated Terms and Conditions shall be available for inspection on thegoldensip.co.ke website. It is the responsibility of the participants to review these Terms and Conditions. The participant's continued participation in this promotion shall be deemed to be the participant's acceptance of any changes to these Terms and Conditions;

10.12 In the event of any inconsistency between these Terms and Conditions and any terms and conditions printed or displayed on any marketing materials published or broadcast in any media (such as but not limited to the internet, television, radio, newspaper, magazines etc.) relating to the promotion, the terms contained in these Terms and Conditions shall prevail;

10.13 If any term or provision of these Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Terms and Conditions shall not be affected; and

10.15 These terms and conditions are subject to interpretation by LT, and any questions or disputes shall be resolved by LT, and the decisions reached thereafter shall be final.