

'EYETU DRIVE BETTER REWARDS'

TERMS AND CONDITIONS

By entering the '**Eyetu Drive Better Rewards**' competition (hereinafter referred to as the Competition), you are agreeing to the following terms and conditions:

1. PROMOTER

- 1.1. The Promoter of the Competition is NICO General Insurance Company Limited (hereinafter referred to as the Promoter) of NICO House, 2 Stewart Street, Post Office Box 2592, Blantyre in the Republic of Malawi.

2. WHO CAN ENTER?

- 2.1. Subject to Clause 2.3, Clause 2.3 and Clause 2.4, entry into the Competition is open to the Promoter's private motor insurance customers who are holders of a valid insurance cover (hereinafter referred to as Eligible Entrant).
- 2.2. The following people shall not be eligible to participate in the Competition:
 - i. Any person who is an employee, agent or consultant of the Promoter or his immediate family members¹.
 - ii. Legal persons including any of NICO Group companies.²
 - iii. Any person who is an employee, agent, or consultant of the NICO Group or his or her immediate family members.
- 2.3. To be eligible to win prizes in the Competition, the Eligible Entrant must drive safely, be accident free and lodge no claim with the Promoter for a period of at least 3 years as at the commencement date of the Competition or as at the time when draws are being conducted.
- 2.4. For the purpose of these terms and conditions, driving safely shall mean driving in accordance with the stipulations of the Road Traffic Act (Chapter 69:01 of the Laws of Malawi) and any other related law, written or otherwise.

¹ Immediate family members include spouses, children (biological or adopted), siblings and parents.

² The NICO Group comprises of all companies which are subsidiaries of NICO Holding Plc of Chibisa House, 19 Glyn Jones Road, Post Office Box 501, Blantyre in the Republic of Malawi.

3. DURATION

3.1. The Competition shall run from 28th April 2022 to 31st December 2022.

4. PRIZES AND DRAWS

4.1. Prizes in the Competition are categorised into three sub-categories as follows:

- i. First Prize: **MK 600,000.00** (Six Hundred Thousand Kwacha split between a **MK300,000.00** (Three Hundred Thousand Kwacha) cash voucher and a **MK 300,000.00** (Three Hundred Thousand Kwacha) discount on the next renewal or addition of motor vehicle.
- ii. Second Prize: **MK 400,000.00** (Four Hundred Thousand Kwacha split between a **MK200,000.00** (Two Hundred Thousand Kwacha) cash voucher and a **MK 200,000.00** (Two Hundred Thousand Kwacha) discount on the next renewal or addition of motor vehicle.
- iii. Third Prize: **MK 200,000.00** (Two Hundred Thousand Kwacha split between a **MK100,000.00** (One Hundred Thousand Kwacha) cash voucher and a **MK 100,000.00** (One Hundred Thousand Kwacha) discount on the next renewal or addition of motor vehicle.

4.2. Prizes are non-transferable and non-exchangeable.

4.3. Prizes are redeemable within 6 (six) months from the announcement of winners. All prizes not redeemed within the said 6 (six) months period shall be forfeited.

4.4. The currency of the prizes shall be Malawi Kwacha.

5. DRAW

5.1. Eligible Entrants shall be pooled into a draw and a winner shall be drawn at random using a randomisation tool.

5.2. The draws shall be conducted quarterly for the duration of the Competition. During the quarterly draw, one winner shall be

selected from each region for each of the prizes stipulated in Clause 4.1.

- 5.3. Dated of draws shall be communicated through the Promoter social media sites.
- 5.4. The draws shall be conducted at the Promoter's Boardroom situated at NICO House, 2 Stewart Street, Blantyre, Malawi.
- 5.5. The draws shall be witnessed by a representative of the National Lotteries Board established under the Lotteries Act (Chapter 47:04 of the Laws of Malawi).
- 5.6. Eligible Entrants shall only be eligible to win one prize for the duration of the Competition.
- 5.7. Eligible Entrants shall not be present at the time of the draw
- 5.8. The Promoter's decision regarding any aspect of the prize draw shall be final and binding on all participants.
- 5.9. There shall be no redraws.

6. ANNOUNCEMENT OF WINNERS

- 6.1. Announcements of winners shall be published in any 2 (two) nationwide circulated newspapers and on the Promoter's official social media sites.
- 6.2. The Promoter shall attempt to contact the winner up to three times by phone call. The winner's mobile information shall be sourced from the information already on file.
- 6.3. The Winners irrevocably grant the Promoter the right to use their names and another information on file in any and all forms of announcement of winners.

7. PRIZE COLLECTION

- 7.1. All winners shall be required to submit valid proof of identification before they can redeem a prize. For the purpose of this Competition, the following shall constitute valid identification:
 - i. National Identification issued under the National Registration Act (Chapter 24:01).
 - ii. Passports. This option is only applicable to foreign nationals.
- 7.2. All Winners agree to participate and co-operate in all activities relating to the Competition. In particular, the Winners irrevocably

grant the Promoter a perpetual and non-exclusive licence to use any footage and photograph(s), taken of the Winners, in any marketing media worldwide for the purpose of the Competition, at no fee.

8. LIABILITY

- 8.1. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
- 8.2. The Promoter shall not be held liable for any damage, injury, loss or claim that may occur:
 - i. during the draw or any stage of the Competition.
 - ii. while undertaking any activity in or connected with their entry into the draw.
 - iii. as a consequence of erroneous or incomplete customer information on file.
 - iv. due to the publication of any material, including any statements made by the Promoter, staff members or journalist.
 - v. arising from or related to any problem or technical malfunction of any computer equipment, software, and internet connection.
- 8.3. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 8.4. If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct

of the Competition, the Promoter reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Competition.

9. DISPUTE RESOLUTION

- 9.1. In the event of any dispute, controversy, claim, or difference arises out of or in relation to the Competition, the parties involved shall forthwith meet to attempt to settle such dispute or difference.
- 9.2. Failing any settlement within a period of twenty-one (21) days from the date of commencement of the aforesaid meeting, the said dispute, controversy, claim or difference shall be referred to and finally resolved by arbitration administered in accordance with the Arbitration Act (Chapter 6:03 of the Laws of Malawi).
- 9.3. The seat of arbitration shall be Blantyre, the language of arbitration shall be English, and the number of arbitrators shall be one.
- 9.4. The Arbitrator shall also decide which who shall bear the costs of arbitration and in which proportion.
- 9.5. The parties irrevocably agree that the decision in any arbitration proceedings in relation both to the dispute and to the costs:
 - i. shall be binding on them.
 - ii. shall be carried into effect; and
 - iii. may be made, on application of either party an Order of Court.
- 9.6. This arbitration clause is separable from the rest of the terms and condition and therefore, shall remain effective even after the conclusion of the Competition.

10. MISCELLANEOUS

- 10.1. The Promoter reserves the right to cancel the prize draw or amend these terms and conditions at any time, without prior notice.
- 10.2. In the event of any inconsistencies the terms and conditions of service and any publication made pursuant to the Competition, the terms and conditions shall prevail.

11. GOVERNING LAW

11.1. The Competition is being conducted in line with the Lotteries Act (Chapter 47:04 of the Laws of Malawi) and shall be governed by the Laws of Malawi.