

Car and General Kenya Plc Loyalty Program Terms & Conditions

These terms and conditions are a legal agreement ('Agreement') between you and Car and General Kenya Plc herein after referred to as "The Merchant") and govern your access to and participation in the Loyalty Program (the 'Loyalty Program').

By enrolling and participating in the Loyalty Program, you accept this Agreement and agree to be bound by each of its terms; agree to be bound by Car and General Kenya Plc decisions regarding questions or disputes concerning the Loyalty Program, which are final and binding; and represent and warrant to Car and General Kenya Plc that:

- You are at least 18 years of age and have the authority to enter into this Agreement;
- This Agreement is binding and enforceable against you; and
- You have read and understand the Loyalty Program Car and General Kenya Plc Privacy Policy (the "Car and General Kenya Plc Privacy Policy"), the terms of which are post Privacy Policy and incorporated herein by reference.

1. Loyalty Program Enrollment.

The purpose of this Agreement is to set forth the terms and conditions under which, among other things, you can

- (i) Enrol in the Loyalty Program with Car and General Kenya Plc; and
- (ii) Receive and use certain rewards, discounts and promotional offers from Car and General Kenya Plc (each a "Reward").

You can enroll in the Loyalty Program at a Car and General Kenya Plc location ("Point-of-Sale Enrollment"), or by visiting www.cargen.com or app and completing the online enrollment process ("On-Line Registration"). Customers who enroll using Point-of-Sale Enrollment are also encouraged to complete On-Line Registration in order to receive the full range of Loyalty Program benefits and functionality.

➤ Point-of-Sale Enrollment

Point-of-Sale Enrollment occurs at a Car and General Kenya Plc Head Office, The E-commerce online shop or any of its branches across the country. During this enrollment process, you will be required to provide a phone number that can be used by Car and General Kenya Plc to identify you as a Loyalty Program member. Your phone number, linked credit/debit card number, and/or Car and General Kenya Plc loyalty card number, are used by Car and General Kenya Plc to

- Identify you as a Loyalty Program member; and
- Track your visits and purchases with Car and General Kenya Plc for purposes of determining the Rewards that might be available to you.

Once enrolled, you may visit www.cargen.com or by installing the mobile App to view available Rewards, register credit or debit cards to view your loyalty points, or un-enroll in the Loyalty Program. Information about your Loyalty Program membership, such as point balance and available Rewards, will also be provided on purchase receipts from Car and General Kenya Plc.

➤ On-Line Registration

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On-Line Registration occurs on-line at www.cargen.com and the Mobile App. On-Line Registration can be used by consumers preferring to enroll on-line, and by those Loyalty Program members who have already enrolled using the Point-of-Sale Enrollment process, but would like to enjoy the full range of Loyalty Program benefits that are available through On-Line Registration.

During the On-Line Registration process, you will be required to provide Car and General Kenya Plc with;

- (i) A phone number that can be used by Car and General Kenya Plc to identify you as a Loyalty Program member; and
- (ii) Your e-mail address.
- (iii) You may also be asked to provide your e-mail address, and your Car and General Kenya Plc-issued "loyalty card" number (if any).

Your phone number, e-mail address Car and General Kenya Plc loyalty card number, are used by Car and General Kenya Plc to track your visits and purchases with Car and General Kenya Plc for purposes of determining the Rewards that might be available to you. Your e-mail address will be used by Car and General Kenya Plc to communicate with you about your participation in the Loyalty Program, including Rewards that might be available to you.

Once enrolled, you may visit www.cargen.com to view available Rewards, register additional cards, or un-enroll in the Loyalty Program. Information about your Loyalty Program membership, such as point balance and available Rewards, will also be provided on purchase receipts from Car and General Kenya Plc.

We may store some information (using "cookies") on your phone when you visit our websites. This enables us to recognize you during subsequent visits. The type of information gathered is non-personal (such as the Internet Protocol (IP), the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully.

The Loyalty Program is operated in conjunction with our business partner Emmerce Limited. By registering to the Loyalty Program, you authorize Emmerce Limited to collect, use and share your Personal Information for any of the reasons that Car and General Kenya Plc may share such information under Car and General Kenya Plc Privacy Policy; and as described in the Emmerce Limited's Privacy Policy.

2. Rewards.

Rewards are earned as follows

- For any amount above ksh 500 you shall earn 1 point equivalent to.....
- The reward matrix in terms of value will be shared on the app or portal through the value of points

Redemption of Rewards is only available at Merchant locations. Available Rewards, if any, may be used during a purchase transaction with Merchant, or saved for redemption at a later date (subject to any redemption restrictions imposed by the Merchant on the particular Reward).

Rewards will be determined in Merchant sole discretion and Merchant reserves the right to change and/or add Reward benefits, at its sole discretion, at any time during the Loyalty Program.

Rewards earned in the Loyalty Program may not be used in combination with any other Loyalty Programs, offers or other promotions offered by Merchant or third parties. Rewards will be

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provided as is with no warranty or guarantee, either express or implied by Merchant. Rewards earned are personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others. You cannot redeem Rewards for cash. Some Rewards may carry expiration dates. These expiration dates indicate the last date you can redeem the Reward. Any attempted redemption of a Reward not consistent with this Agreement is void.

3. Modification of Agreement.

The Merchant may amend this Agreement from time to time. Any changes the Merchant makes to the Agreement will be effective immediately on posting to the Merchant's Terms and conditions, and you waive any right you may have to receive specific notice of such changes or modifications. You should review this Agreement and check the Merchant's terms and conditions frequently to ensure you understand the terms and conditions that apply to the Loyalty Program.

4. Restrictions on Use.

You shall use the Loyalty Program solely for its intended purposes and shall not use the Loyalty Program for the benefit of any third party except as specifically contemplated under this Agreement.

5. Term and Termination.

You can choose to opt-out of the Loyalty Program at any time by sending an e-mail to info@cargen.com

Car and General Kenya Plc and Emmerce Limited shall be entitled, at its sole discretion, to suspend, restrict and/or terminate, without notice of any kind, your membership in and access to the Loyalty Program for any reason.

Car and General Kenya Plc reserves the right to discontinue membership privileges and void the member's point balance if any unauthorized points are earned or redeemed, or if there is any unauthorized use of the Loyalty Program, including where Car and General Kenya Plc has a reasonable belief of: Any fraud, or attempted fraud, non-compliance with these TC, Abuse or attempted abuse of the Loyalty Program, Breach or attempted breach of the GTC; and/or Behaviour relating to the Loyalty Program and/or that involves theft, misconduct, abusive or offensive behaviour, and/or supplying false or misleading information.

Car and General Kenya Plc reserves the right to take legal action against such members.

6. Information Use and Sharing.

By enrolling in the Loyalty Program, you authorize Car and General Kenya Plc to share your Personal Information to the extent needed to administer the Loyalty Program, and as otherwise set forth in the Car and General Kenya Plc Privacy Policy, which is posted at [Privacy Policy](#)

Pursuant to the Car and General Kenya Plc Privacy Policy, Car and General Kenya Plc may share your Personal Information with our partners to track your loyalty participation/engagement with us and to offer you rewards under the Loyalty Program. Please read the Car and General Kenya Plc Privacy Policy carefully to understand how Car and General Kenya Plc collects, uses and discloses information about you.

7. Indemnity.

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By participating in the loyalty program, you agree to release, discharge, indemnify and hold harmless Car and General Kenya Plc and Emmerce Limited, and all of their respective officers, directors, shareholders, employees and agents from any liability or damages which may arise out of your participation in the loyalty program or out of the acceptance, use, misuse or possession of any reward or products attained through the loyalty program.

8. Limitation on Liability.

Neither Car and General Kenya Plc nor Emmerce Limited shall under any circumstances be liable to you for any special, incidental, indirect, punitive or consequential damages arising out of this Agreement, your receipt of any Rewards, the termination of the Loyalty Program, or your use of the Loyalty Program, whether based in contract, tort or any other legal theory.

9. Force Majeure.

Neither Car and General Kenya Plc nor Emmerce Limited shall be liable to you for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond their reasonable control.

10. Miscellaneous.

All questions or disputes regarding the Loyalty Program, including without limitation, those involving eligibility, participation, fraud and abuse will be resolved by Car and General Kenya Plc, whose decisions shall be final and binding on Loyalty Program participants.

The failure of Car and General Kenya Plc to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

While it is Car and General Kenya Plc's objective to make the Loyalty Program accessible at all times, the Loyalty Program, and its website, may be unavailable from time to time for any reason including, without limitation, because of a service interruption or for routine maintenance. In addition, various portions of the website may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of Car and General Kenya Plc, the availability of the Loyalty Program, and access to the Loyalty Program website, may be interrupted, suspended or terminated from time to time. You agree that Car and General Kenya Plc shall not be liable for any damages arising from any such interruption, suspension or termination of the Loyalty Program or its website.

This Loyalty Program is void where prohibited by local law.

11. Contact.

If you have any questions, complaints, or claims with respect to the Loyalty Program, you may contact us at info@cargen.com.