

## SMS PRIZE COMPETITIONS/GAMING/LOTTERY APPLICATION FORM

### PART A

<b>CSP Contact details</b>	
Company Name	
Contact Person	
Contact No.	
Email Address	

<b>Promoter Contact details</b>	
Company Name	
Contact Person	
Contact No.	
Physical Address	
Email Address	

<b>Attach certified copies of the below certifications:</b>	<b><u>Checklist</u></b>
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1. A certified copy of the Betting/Gaming Company's certificate of Incorporation.
2. Where the Betting Company uses a different name for its gaming business other than that set out in its Certificate of Incorporation, provide a certified copy of a business registration certificate/ trade mark certificate and/or other documentation in place allowing the use of such trading name.
3. A valid license from Betting Control and Licensing Board authorizing the provision of betting and/or gaming using M-PESA and additional approval from the industry regulator in the event the Company operates within a regulated industry.
4. A current company search report (not older than 30 days from the date of receipt by Safaricom) issued by the registrar of companies (CR12).
5. A certified copy of the Company's KRA PIN.
6. A Copy of the KRA PIN and ID of all company directors and shareholders. Where the shareholders are incorporated entities, provide a certified copy of such entity's certificate of incorporation and KRA PIN (KRA PIN should be provided if such company is registered in Kenya)

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7. Key contact person and contact details of the Company with regard to the betting/gaming service on M-PESA
8. A detailed description of the game /lottery including the objectives
9. The duration of the game/ lottery
10. Detailed mechanics and schematic drawing of how the game will work and how the prize competition/gaming/lottery operational and technical process will be integrated to USSD, SMS short – code and or M-PESA. This will include technology and systems to be used.
11. Detailed content of messages that will be sent to with potential participants of Safaricom for vetting by Safaricom.
12. Sample promotional material that will be used to raise awareness of the promotion showing clearly what message the customer will receive. These must display the approved BCLB number whenever advertised.
13. Details of the Customer experience giving details of how a participant will : 
  - a. Enroll to the gaming/lottery
  - b. Participate in order to qualify
  - c. Win a prize in any of the categories in the prize matrix
  - d. Be notified of winning and claim their prize (s) when they win
  - e. Be supported in case of any issues e.g. reversals
14. Terms and conditions for the game/lottery must be clearly documented and obligations of all parties defined. In cases where the gaming is run by more than one party, a contract of agreement must exist between the parties detailing all the obligations of each party.
15. Revenue projections summary for planning purposes and resourcing

*NB: Approval takes 5 working days upon submission of full KYC requirements*

## **PART B**

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Commercial sign off			
Designation	Signature	Date	Comments (if any)
Product Manager – Gaming & Lottery			
Snr. Manager – VAS Portfolio			
HOD – Consumer Products & Services			

Internal KYC sign off			
Designation	Signature	Date	Comments (if any)
HOD – Legal & secretarial services			
HOD – AML			

## APPENDIX A:

### a) FINANCIAL REQUIREMENTS

- i. Initial setup fee of Ksh. 75,000/- plus 16% VAT
- ii. Monthly short code fee of Ksh. 10,000/= plus 16% VAT
- iii. One off golden number(easy to remember numbers) fee of Ksh. 200,000/=
- iv. All Organizations shall be required to purchase bulk at own cost.

### b) REVENUE SHARE/PAYMENT METHODOLOGY

- i. The premium rate service attracts a charge above the normal sms/call charge rate.
- ii. The revenue generated is therefore split between the network operator and the PRS provider
- iii. In cases where the PRS provider is running a campaign on behalf of a 3<sup>rd</sup> party, they too get revenue share based on the agreement with the PRS provider.
- iv. The revenue share varied from service to service and is exclusive of government taxes and VAT.
- v. 25% of Gross earnings shall payable to the CSP monthly for remission to BCLB for charity purposes as is required by the law. This is however exempted for prize competitions.

### c) OTHER REQUIREMENTS

These shall be communicated from time to time. Please send mail to [prpsupport@safaricom.co.ke](mailto:prpsupport@safaricom.co.ke) for any clarifications

### NB:

- i. Safaricom Reserves the right to accept or reject any application

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## **APPENDIX B: TERMS AND CONDITIONS**

### **1. General Guidelines**

- 1.1 An organization offering prize competitions/gaming and or betting (herein referred to as "Gaming Partner"/ "promoter") will be able to use both Bulk Payments and shortcodes services for transactions depending on the mechanics of their service
- 1.2 The Gaming Partner/promoter will be responsible for development of any other 3<sup>rd</sup> party system and it's integration to our internal systems (via USSD, SMS short-code) used for the for the purposed of customer opt-in, payment collection, notifications, KYC collection, monitoring activity and reporting as may be required by the regulators.
- 1.3 The Gaming Partner / promoter will be required to demonstrate that they have met the minimum requirements for AML measures reasonable to enable collection of customer KYC and also monitoring and reporting suspicious activity.
- 1.4 The Gaming Partner/ promoter will be deemed to have accepted this Terms and Conditions upon signing this document

### **2. Application and Vetting**

- 2.1 The Gaming Partner/Promoter will be required to submit an application and give a notice in writing at least twenty (20) days prior to the launch of the promotion.
- 2.2 The Gaming Partner /promoter will be required to apply for a short code as per the Short code application process clearly indicating the purpose for which the short code will be used for. The Gaming Partner / promoter will require fulfilling all the KYC checks required by Safaricom as part of the SMS gaming and lottery application process.
- 2.3 Upon receiving all the documentation as prescribe above, a full risk review will be done for each of the applications based on parameters determined by Safaricom.

### **3. Prize Rewards Management**

- 3.1 The organization(s) running a prize award / gaming/lottery promotion will be required to avail a breakdown of all operations relating to the services offered within the duration of the promotion.
- 3.2 All prize money must be quoted in the equivalent of Kenya Shillings.
- 3.3 The CSP or gaming provider must declare the bandwidth of transactions that they intend to consume in terms of transaction volumes.
- 3.4 If the gaming provider / promoter intends to use Bulk Payment for the purpose of paying out prizes, they must provide a retainer value within the B2C account which will be used to 'cushion' against any effects of fluctuations in values held as a result of the gaming. This value will be refundable at the end of the promotion

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- 3.5 The gaming provider / promoter will be responsible for all reversal transactions and will be required to ensure that these are done within the stipulated Safaricom SLAs for reversals and as provided for in the Paybill Account Contract
- 3.6 Any CSP or gaming provider / promoter using the Network without first notifying Safaricom commits a material breach of the agreement with Safaricom shall be terminated and compensation of any losses incurred by Safaricom either material losses or reputation all damage. Penalties may be applied without prejudice and these will not release the organization from its obligations to participants.
- 3.7 Safaricom will not guarantee any part of the total prize package and will not play any role in the authentication of customer/winner identification by the gaming partner.
- 3.8 The CSP and gaming provider / promoter fully indemnifies Safaricom from any claims arising out of the gaming promotion. Safaricom will be entitled to withhold any funds held on behalf of the CSP or gaming provider in the event a claim is raised.
- 3.9 Safaricom reserves the right to vary the terms and conditions of this Agreement at any time by placing the revised terms and conditions on its websites [www.safaricom.co.ke](http://www.safaricom.co.ke) and [www.safaricom.com](http://www.safaricom.com) and you will be deemed to have been bound by such variation by continuing to use the Services. You should periodically check the websites [www.safaricom.co.ke](http://www.safaricom.co.ke) and [www.safaricom.com](http://www.safaricom.com) to make yourself aware of any variations.

**Content Service Provider (CSP)**

Signed By (Full Name):.....  
Designation:.....  
Signature .....

***In the presence of:***

Name (Full Names):.....  
Signature:.....  
Date:.....

**PROMOTER: (PARTY LICENSED BY BCLB)**

Signed By (Full Name):.....  
Designation:.....  
Signature .....

***In the presence of:***

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Name (Full Names):.....

Signature:.....

Date:.....

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