

## **1. DRAW ORGANISER**

1.1. This Draw is run by Bolt Operations OÜ incorporated and registered in Estonia of registry code number 14532901 whose registered address is at Vana-Lõuna tn 15, 10134, Estonia (“**Bolt**”). Bolt and its holding or subsidiary companies are hereinafter jointly referred to as “Bolt Group”.

1.2. For general questions arising out of these terms of the Draw (“**Draw T&Cs**”) and/or related to this Draw, please contact Bolt at [nigeria@bolt.eu](mailto:nigeria@bolt.eu).

## **2. GENERAL**

2.1. The Draw will run from 00:00am WAT on 08/08/2022 (“**Opening Date**”) to 23:59pm WAT on 02/10/2022 (“**Closing Date**”). The period from the Opening Date to the Closing Date is hereinafter referred to as the “**Draw Period**”.

## **3. ELIGIBILITY**

3.1. All Bolt drivers who are residents of Nigeria, have entered into an agreement with Bolt Technology OÜ (“**Drivers**”) for the use of Bolt Driver app (“**Bolt Driver App**”), who comply with the General Terms for Drivers available at <https://bolt.eu/en/legal/terms-for-drivers/> (“**Driver Terms**”), the Draw T&Cs and who will receive tokens (as defined below) in accordance with Clause 3.2, will automatically participate in the Draw.

3.2. The Draw shall be conducted under 3 categories to wit - (i) Premier League (conducted for top Drivers within Lagos state); (ii) Championship (conducted for Existing Drivers within Abuja, Port-Harcourt, Benin city, Owerri, Calabar and Ibadan; (iii) Rookie League (conducted for New Drivers who commence driving during the Draw Period); and (iv) Top Driver Category across the 5 Bolt operating regions

3.3. The Drivers who comply with the following requirements during the Draw Period in accordance with Driver Terms and Draw T&Cs, will be eligible to participate in the draw.

3.4. No entry fee shall apply to the Draw and no tokens will be awarded after the Draw Period.

## **4. ELIGIBILITY**

4.1. The Draw is only open to residents in Nigeria who are Drivers on the Bolt Driver App in Lagos, Abuja, Port Harcourt, Benin City, Owerri, Calabar and Ibadan during the Draw Period, except:

4.1.1. employees of Bolt Group;

4.1.2. employees or agents or suppliers of Bolt Group, who are professionally connected with the Draw or its administration;

4.1.3. members of the immediate families or households of 4.1.1 and 4.1.2 above

4.1.4. Drivers who have won vehicles in previous Bolt Driver giveaways or contests.

4.2. Any fraudulent collection of tokens will result in the Driver’s immediate disqualification from the Draw. Bolt will determine fraudulent activities at its sole discretion. The decision of Bolt in determining fraudulent activities is final.

4.3. Any Drivers or trips in breach of Driver Terms will be disqualified.

4.4. Bolt reserves all rights to disqualify the Driver if their conduct is contrary to the spirit or intention of the Draw.

## **5. PRIZES AND WINNERS**

5.1. The Suzuki Dzire 2022 (“**Vehicle**”), 1 television set and home appliances (altogether referred to as “**Prizes**”) will be awarded to 3 Drivers who have won the Prizes based on the following:

5.1.1 Premier League Criteria -

i. Existing Top Driver in Lagos based on finished rides.

5.1.2 Championship Criteria -

i. This shall be based on a draw;

- ii. Every week drivers can get a token entry into the draw by completing 75 trips within the period of one week;
- iii. The total number of tokens accumulated during the campaign becomes the number of entries in the draw.

#### 5.1.3 Rookie League Criteria

- i. Open to drivers who start driving with Bolt for the first time during the Draw Period;
- ii. To enter, the new driver must take their first trip within 24 hours of getting their account activated;
- iii. The Winner will be based on finished rides

#### 5.1.4 Interim prizes Criteria

- i. There will be interim prizes of home appliances given to top drivers across the 5 Bolt operating regions based on finished rides

5.2. The winners of the Prizes will be the Drivers who have met the criteria set out in clauses 5.1.1.& 5.1.3 and whose tokens have been selected in the Draw as set out in clause 5.1.2 ("Winners").

5.3. The Prizes may not be taken as cash. Bolt will arrange the purchase of the Prizes on behalf of the Winner.

5.4. The Prizes are all subject to availability. Bolt reserves the right to substitute the Prizes.

5.5. The Prizes will be awarded as follows:

5.5.1. 1 Vehicle for the Premier League.

5.5.2. 1 Vehicle for the Championship.

5.5.3. 1 Television set for the Rookie League.

5.6. The following additional terms are applicable to the Vehicle awarded as Prizes :

5.6.1. The purchase cost, road tax, and cost of registration of the Vehicle will be covered by Bolt. Any additional insurance, additional options, fees, petrol, and any and all costs not included in the foregoing shall be the responsibility of the Winner of the Vehicle.

5.6.2. The Vehicle will be handed over to the the Winner of the Vehicle at an awards ceremony organised by Bolt ("Awards Ceremony") before 31/10/2022 but the ownership of the Vehicle will only be handed over to the Winner provided that the Winner fully complies with the Draw T&Cs, especially the terms of Clause 5.6.3, by 31/10/2023 ("Transfer Date").

5.6.3. In order to be eligible for the ownership of the Vehicle, the Winner of the Vehicle shall agree to fully comply with the following terms and conditions from the date when the Vehicle was handed over to them by Bolt until the Transfer Date:

5.6.3.1. ensure the branding appearing on the Vehicle is kept intact and the Vehicle is kept in good repair;

5.6.3.2. cover any cleaning, maintenance and repair costs of the Vehicle;

5.6.3.3. subject the Vehicle for periodic inspections as to be determined by Bolt;

5.6.3.4. not to use the Vehicle for any commercial activities other than the provision of transport services via Bolt Driver App in Nigeria and not use any alternative vehicles for the provision of transport services via Bolt Driver App;

5.7. Bolt shall not be liable for any injuries, losses or damages of any kind caused by the Vehicle. You accept financial responsibility for any fine or injury (and any associated expenses, including legal fees, relating thereto) connected with the Vehicle;

5.8. the Winners of the Prizes agrees to make themselves available, free of charge, for, as a minimum, one or more personal appearances totalling 4 hours (excluding travel time) before Each personal appearance will be at a mutually convenient location, jointly agreed by the parties.

5.9. For the sake of clarity, if the Winners of the Prizes do not comply with the terms of Clause

5.6.3, Bolt shall have a right, at its sole discretion, to forfeit the Prizes.

5.10. The following additional terms are applicable to all Winners:

5.10.1. The Winners grant to Bolt the right to photograph/ record and use their name, likeness, image and/ or voice, including photograph, film and/or recording of the same ("Picture") for 5 years from the start of the Draw Period in accordance with the Draw T&Cs. The Winners agree that Bolt may use the Picture for its website <https://bolt.eu> and any other media, whether now known or invented in the future, and in connection with any publicity of the Draw (including any outcome), and promoting any products or services offered by Bolt Group. The Winner agrees to grant Bolt a non-exclusive, worldwide, irrevocable licence, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Picture for such purposes.

5.10.2. The Winners expressly agree that they are accepting the Prizes (and all other activities organised by Bolt in relation to the Prizes) entirely at his/her own sole risk. The Winners agree that Bolt shall not be liable for any injuries, losses or damages of any kind caused by the Prize.

5.11. If a Winner objects to the Draw T&Cs, the Winner shall immediately contact Bolt via [partnerships.ng@bolt.eu](mailto:partnerships.ng@bolt.eu). In such circumstances, the Winner may be, at Bolt's sole discretion, disqualified from entry to the Draw and any winnings forfeited.

5.12. The decision of Bolt regarding the Winners is final, and no correspondence or discussion will be entered into.

## **6. CLAIMING THE PRIZE**

6.1. Bolt will contact the Winner through the contact information the Winner has registered in the Bolt Driver App. The Winner will have 7 days from the announcement date to claim any Prize awarded. If the Winner does not claim any Prize awarded by this date, the Winner's claim will become invalid. Bolt will make all reasonable efforts to contact the Winners, however if they cannot be contacted or are not available or have not claimed therize within 7 days of the announcement date, Bolt reserves the right to offer the applicable Prize to the next eligible entrant.

6.2. The Winners of the Prizes must personally attend the Awards Ceremony organised by Bolt to claim their Prizes. Bolt will notify the Winners of the Prizes of the date, time, and location of the Awards Ceremony at least 2 calendar days in advance. If the Winners of the Prizes are unable to attend the Awards Ceremony, the Winner(s) of the Prizes may be, at Bolt's sole discretion, disqualified from entry to the Draw and any winnings forfeited. It is a condition of accepting the Prizes that the Winner may be required to sign a legal release in a form to be determined by Bolt in its absolute discretion.

6.3. The Prize may not be claimed by a third party on the Winner's behalf.

## **7. LIMITATION OF LIABILITY**

7.1. Nothing in these Draw T&Cs limits, excludes or modifies or purports to limit, exclude and liability to the extent that it cannot be legally limited or excluded by law, for death or personal injury arising out of its negligence, and for losses suffered as a result of a party's fraud or fraudulent statement.

7.2. Subject to the limitations above, Bolt excludes from these Draw T&Cs: (a) all conditions, warranties and terms implied by statute, general law or custom; (b) all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); (c) all liability whether direct, indirect, special or consequential, arising in any way out of the Draw, including, without limitation, the following: (i) any technical difficulties or equipment malfunction (whether or not under the Bolt's control); (ii) any theft, unauthorised access or third party interference; (iii) any entry or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Bolt) due to any reason beyond the reasonable control of the Bolt;

(iv) any tax implications; (v) any variation in reward value to that stated in these Draw T&Cs; (vi) any tax liability incurred by a Winner.

## **8. DATA PROTECTION**

8.1. Bolt will process the Driver's personal information in accordance with the Privacy Policy for Drivers, available at: <https://bolt.eu/en-ng/legal/ng/privacy-for-drivers/>

## **9. GENERAL**

9.1. If there is any reason to believe that there has been a breach of these Draw T&Cs, Bolt may, at its sole discretion, reserve the right to exclude a participant from participating in the Draw.

9.2. Bolt reserves the right to hold void, suspend, cancel, or amend the Draw where it becomes necessary to do so.

9.3. These Draw T&Cs shall be governed by the laws of Nigeria, and the parties submit to the non-exclusive jurisdiction of the courts of Nigeria.