

## **BOLT GHANA DRIVER CAR GIVEAWAY (“DRAW”)**

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### **1. DRAW ORGANISER**

- 1.1. This Draw is run by Bolt Operations 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 Ghana@bolt.eu.

### **2. GENERAL**

- 2.1. The Draw will run from 00:00am WAT on 11/10/2021 (“**Opening Date**”) to 23:59pm WAT on 3/01/2022 (“**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 Ghana, 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 Drivers who comply with the following requirements during the Draw Period in accordance with Driver Terms and Draw T&Cs, will earn tokens which will be entered into a draw:
  - 3.2.1. 2 tokens will be awarded to a new Driver after completing the registration of their user account as a Driver on Bolt Driver App;
  - 3.2.2. 2 tokens will be awarded to a new Driver each week if they complete 20 trips per week on the Bolt Driver App and maintain a rating of 4.8 and above.
  - 3.2.3. 1 token will be awarded to a new Driver each week for each person they refer as a Driver and who takes their first trip on the Bolt Driver App.
  - 3.2.4. 2 tokens will be awarded for each existing Drivers who complete at least 60 trips per week comprising 20 Go Trips and 40 Base Trips) and they maintain a rating of at least 4.8 on the Bolt Driver App.
  - 3.2.5. 3 tokens will be awarded for each existing Driver who completes 80 trips (30 Go Trips and 50 Base Trips) and maintains a rating of at least 4.8 on the Bolt Driver App.
- 3.3. No entry fee shall apply to the Draw. No tokens will be awarded after the Draw Period.

### **4. ELIGIBILITY**

- 4.1. The Draw is only open to residents in Ghana who are Drivers on the Bolt Driver App 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.
- 4.2. Any fraudulent collection of token entries 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 the 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 following vehicles (4 brand new cars) will be awarded to the 4 Drivers who have won the Draw (Suzuki Celerio, 2021 Model). The winners of the Grand Prizes will be the Drivers whose tokens have been selected in the Draw.

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

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

5.4. The Grand Prizes will be awarded as follows:

5.4.1. 1 Grand Prize to the top existing Driver who has the highest completed rides, online hours, ratings and activity score.

5.4.2. 1 Grand Prize for an Existing Driver who wins the draw for Kumasi.

5.4.3. 1 Grand Prize for an Existing Driver who wins the draw for Accra.

5.4.4. 1 Grand Prize for a new Driver who wins the draw New drivers who signed up from 11th October, 2021 (1 car)

5.5. The following additional terms are applicable to the vehicles awarded as Grand Prizes (“**Vehicles**”):

5.5.1. 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 Grand Prize.

5.5.2. The Vehicle will be handed over to the the Winner of the Grand Prize at an awards ceremony organised by Bolt (“**Awards Ceremony**”) before 20/01/2022 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 5.5.3, by 31 December 2022 (“**Transfer Date**”).

5.5.3. In order to be eligible for the ownership of the Vehicle, the Winner of the Grand Prize 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:

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

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

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

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

5.6. 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;

5.7. the Winner of the Grand Prize 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.

5.8. For the sake of clarity, if the Winner of the Grand Prize does not comply with the terms of Clause 5.5.3, Bolt shall have a right, at its sole discretion, to forfeit the Prize.

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

- 5.9.1. 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.
- 5.9.2. The Winner expressly agrees that they are accepting the Grand Prize (and all other activities organised by Bolt in relation to this Grand Prize) entirely at his/her own sole risk. The Winner agrees that Bolt shall not be liable for any injuries, losses or damages of any kind caused by the Prize.
- 5.10. If a Winner objects to the Draw T&Cs, the Winner shall immediately contact Bolt via [Ghana@Bolt.eu](mailto:Ghana@Bolt.eu). In such circumstances, the Winner may be, at Bolt’s sole discretion, disqualified from entry to the Draw and any winnings forfeited.
- 5.11. 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 Grand 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 awarded a prize 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 Grand Prize must personally attend the Awards Ceremony organised by Bolt to claim their Grand Prize. Bolt will notify the Winners of the Grand Prize of the date, time, and location of the Awards Ceremony at least 2 calendar days in advance. If the Winner of the Grand Prize is unable to attend the Awards Ceremony, the Winner of the Grand Prize may be, at Bolt’s sole discretion, disqualified from entry to the Draw and any winnings forfeited. It is a condition of accepting the Grand Prize 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 Grand 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-gh/legal/gh/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 Driver 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 laws of Ghana, and the parties submit to the non-exclusive jurisdiction of the courts of Ghana.