

BOLT GHANA DRIVER CAR GIVEAWAY (“COMPETITION”)

1. COMPETITION ORGANISER

- 1.1.** This Competition is run by Bolt Holdings OÜ (former business name Taxify Shareholder SPV OU), incorporated and registered with company number ET000202018 in Ghana and 14056464 in Estonia whose registered address is at No. 10 Kofi Dzata Street, Dzorwulu, Accra, Ghana and acting as a support service provider assisting with the operation of the Bolt ride hailing app in Ghana (“**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 Competition (“**Competition T&Cs**”) and/or related to this Competition, please contact Bolt at accra@Bolt.eu.

2. GENERAL

- 2.1.** The Competition will run from 00:00am GMT on 19/10/2020 (“**Opening Date**”) to 23:59pm GMT on 11/12/2020 (“**Closing Date**”). The period from the Opening Date to the Closing Date is hereinafter referred to as the “**Competition Period**”.

3. HOW TO PARTICIPATE

- 3.1.** All Bolt drivers who 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 Competition T&Cs and who will receive Points (as defined below) in accordance with Clause 3.2, will automatically participate in the Competition.
- 3.2** The Drivers who comply with the following requirements during the Competition Period in accordance with Driver Terms and Competition T&Cs, will earn points in the Competition (“**Points**”):
- 3.2.1** 40 Points 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** 10 Points will be awarded to a new Driver after completing their first trip via Bolt Driver App;
- 3.2.3** 5 Points will be awarded to a Driver for each completed trip via Bolt Driver App (unsuccessful trips or trips flagged as fraudulent will not be taken into account);
- 3.2.4** 5 Points will be awarded for every hour the Driver has been online/ active in the Bolt Driver App;
- 3.2.5** 10 Points per week will be awarded to each Driver whose rating for the given week of the Competition Period is either above or equal to 4.7 on Bolt Driver App;
- 3.3** No purchase necessary and no entry fee shall apply to the Competition. All Competition entries received after, or which rely on eligible drives taking place after the Competition Period are automatically disqualified.
- 3.4** Bolt will not accept responsibility for Competition entries that are flagged as fraud (incl. trips flagged as fraudulent) or entries that are lost, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind. Any incorrect details submitted may render the corresponding entry invalid.

4. ELIGIBILITY

- 4.1.** Entrants must meet the eligibility requirements of the Competition. Failure to meet the eligibility requirements will result in an entry being invalid and/or forfeiture of the Prize.

- 4.2. The Competition is only open to residents in Ghana who are eligible to be approved as a Driver on the Bolt Driver App during the Competition Period, except:
 - 4.2.1. employees of Bolt Group;
 - 4.2.2. employees or agents or suppliers of Bolt Group, who are professionally connected with the Competition or its administration;
 - 4.2.3. members of the immediate families or households of 4.2.1 and 4.2.2 above.
- 4.3. Competition points that are determined to be obtained fraudulently by Bolt will be terminated. Any fraudulent collection of Points will result in the participant's immediate disqualification from the Competition. Bolt will determine fraudulent activities at its sole discretion. The decision of Bolt in determining fraudulent activities is final.
- 4.4. Bolt may require the participant to provide proof that they are eligible to enter the Competition or receive any applicable Prize.
- 4.5. Any Drivers or trips in breach of Driver Terms will be disqualified.
- 4.6 Bolt reserves all rights to disqualify the participant if their conduct is contrary to the spirit or intention of the Competition.

5. **PRIZES AND WINNERS**

- 5.1. The following prizes (hereinafter individually also referred to as a **"Prize"** and jointly as **"Prizes"**) will be awarded to the winners (of the Competition hereinafter individually also referred to as a **"Winner"** and jointly as **"Winners"**) by Bolt based on the number of Points collected during the Competition Period:
 - 5.1.1 The following grand prizes (**"Grand Prizes"**) will be awarded to the top 3 Drivers who have collected the largest number of Points. Grand prize I (**"Grand Prize I"**) will be awarded to the Driver who collects the largest number of Points during the Competition Period will be awarded the following prize (**"Grand Prize I"**): Suzuki Swift 2020 + free fuel for 6 months in the amount of GHS 5400 awarded as a fuel card valid from 1 January 2021 until 30 June 2021. The following grand prize II (**"Grand Prize II"**) and grand prize III (**"Grand Prize III"**) will be awarded to Drivers who came to the 2nd and 3rd place collecting the largest number of Points during the Competition Period: Suzuki Swift 2020 (basic model, no add ons). In the unlikely event some or all of the top 3 have an equal number of Points, the Driver with the with the highest number of trips during the Competition Period will get the higher position, if the number of trips is equal, the Driver with the highest rating on Bolt Driver App during the Competition Period will get the higher position, and if the rating is still equal, the Driver who had the highest number of trips during the month preceding the Competition Period will get a higher position, and if the rating is still equal, the Driver who had the highest rating on Bolt Driver App during the month preceding the Competition will will get a higher position.
 - 5.1.3 The following mid-term prizes (**"Mid-Term Prizes"**) will be awarded to the top 20 Drivers who have collected the largest number of Points by 20th November 2020: top 20 Drivers will each receive a household appliance (such as refrigerator and washing machine) picked at Bolt's sole discretion.
 - 5.1.4 The following consolation prizes (**"Consolation Prizes"**) will be awarded to the top 50 Drivers who have collected the largest number of Points by the end of the Competition Period: a gift hamper picked at Bolt's sole discretion.
- 5.2 The following additional terms are applicable to the vehicles awarded as Grand Prizes (**"Vehicles"**):
 - 5.2.1 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.

5.2.2 The Vehicle will be handed over to the the Winner of the Grand Prize at an awards ceremony organised by Bolt ("**Awards Ceremony**") before 24 December 2020 but the ownership of the Vehicle will only be handed over to the Winner provided that the Winner fully complies with the Competition T&Cs, especially the terms of Clause 5.2.3, by 31 December 2021 ("**Transfer Date**").

5.2.3 In order to be eligible for 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:

- (a) ensure the branding appearing on the Vehicle is kept intact and the Vehicle is kept in good repair;
- (b) cover any cleaning, maintenance and repair costs of the Vehicle;
- (c) subject the Vehicle for periodic inspections as to be determined by Bolt;
- (d) 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;
- (e) maintain a monthly minimum rating of 4.0, activity score of above 70%, 100 online hours and 100 finished rides monthly;
- (f) if for any reason the Winner of the Grand Prize is unable to use the Vehicle to provide services on Bolt Driver App, the Winner will inform Bolt of relevant reasons and duration of the unavailability;
- (g) 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;
- (h) the Winner of the Grand Prize agrees to make themselves available, free of charge, for, as a minimum, one or more personal appearances totaling 4 hours (excluding travel time) before 31 December 2021. Each personal appearance will be at a mutually convenient location, jointly agreed by the parties.

5.2.4 For the sake of clarity, if the Winner of the Grand Prize does not comply with the terms of Clause 5.2.3, the Prize will be forfeited.

5.3 The following additional terms are applicable to all Winners:

5.3.1 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 Competition Period in accordance with the Competition 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 Competition (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.

5.3.2 The Winner expressly agrees that they are accepting the Prize (and all other activities organised by Bolt in relation to this 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.

5.4 If a Winner objects to the Competition T&Cs, the Winner shall immediately contact Bolt via accra@Bolt.eu. In such circumstances, the Winner may be, at Bolt's sole discretion, disqualified from entry to the Competition and any winnings forfeited.

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

7. LIMITATION OF LIABILITY

7.1 Nothing in these Competition 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 Competition 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 Competition, 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 Competition T&Cs; (vi) any tax liability incurred by a Winner;

8. DATA PROTECTION

8.1 Bolt will process the participant'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 Competition T&Cs, Bolt may, at its sole discretion, reserve the right to exclude a participant from participating in the Competition.

- 9.2** Bolt reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.
- 9.3** These Competition T&Cs shall be governed by laws of Ghana, and the parties submit to the non-exclusive jurisdiction of the courts of Ghana.