

TERMS AND CONDITIONS

Preliminary

- This Campaign (“Campaign”) is co-sponsored by Mastercard and Jumia for purchases made by making a payment through JumiaPay on the following Jumia apps, mobile sites and websites (collectively referred to as “Platform”) which Platform is owned and operated by Jumia (“Jumia”, “We” or “Our”).
 - JumiaPay (formerly known as Jumia One)
 - Jumia Mall
 - Jumia Food
- Registered users of the Platform using a Mastercard card to make the payment (hereinafter referred to as “Cardholder/You/Your”) are eligible to participate in the Campaign on the following terms and conditions. All references to “Card” shall mean Mastercard.
- By participating in the Campaign (defined below), Cardholder agree to be bound by:
 - these terms and conditions (“T&C”);
 - the Terms of Use, Privacy Policy and other relevant documentation including any modifications, alterations or updates thereof, that are published on the Platform; and
 - all applicable terms and conditions of Jumia.

Campaign Details

- The Campaign is valid on all Tuesdays during the term of the Campaign.
- The Campaign is valid from 1st September 2020 to 29th September 2020.
- Under this Offer, Cardholders will get a 20% instant discount, capped to a maximum of KES 550 discount”, on the purchase of products sold on the Platform and when completing Your purchase via Mastercard card. This discount will be limited to one purchase per week.

Other Terms and Conditions

- Campaign is NOT applicable on transactions made using any card that is not a Mastercard.
- The Campaign is NOT applicable on transactions not made through JumiaPay.
- In case of cancellation of Your order, transaction will not qualify for the Offer. If you cancel or return part of Your order, you will qualify for the Campaign only on the net amount You pay based on eligibility.

- Jumia / Mastercard reserves the right to disqualify the Cardholder(s) from the benefits of the Offer, if any fraudulent activity is identified as being carried out for availing the benefits under the said Campaign or for any other purpose.
- Any person availing this Campaign shall be deemed to have accepted these terms and conditions.
- Jumia / Mastercard reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary these terms and conditions or to replace, wholly or in part, this Campaign by another offer, whether similar to this Campaign or not, or to extend or withdraw it altogether.
- Cardholders are not bound in any way to participate in this Offer. Any participation is voluntary, and the Campaign is being made purely on a best effort basis.
- Nothing herein amounts to a commitment by Jumia / Mastercard to conduct further, similar or other offers.
- The above Campaign is by way of a special Campaign for Mastercard card holders only and nothing contained herein shall prejudice or affect the terms and conditions of the card member agreement with the bank. The terms of this Campaign shall be in addition to and not in derogation of the terms contained in the card member agreement.
- You understand that Jumia may share Your transactional data with Mastercard / Jumia for purposes of this Campaign and for checking Your eligibility for their products and services and by participating in this Offer, You expressly consent to this sharing of Your data for these purposes.
- Your Transaction data does not contain any personal or sensitive data related to customer bank or personal details.
- Jumia do not endorse any of the products or brands being offered under the Campaign and will not accept any liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products which shall be at the sole liability to sellers on the Platform.
- All the existing offers, gifts, discounts etc. that are being offered can be availed to the Cardholders as part of this exclusive Campaign as mentioned in the communication.
- Pictures of products shown in the communication sent to the customer either through mailers or advertised on the Platform, are representative only and may not bear a resemblance to the actual products. None of the parties shall under any circumstances be responsible towards the same.
- Under no circumstances will the Offer/discount being offered under this Campaign be settled with cash in lieu by Mastercard or Jumia.
- Returned transactions, disputed or unauthorized/fraudulent transactions will not be considered for the Offer

- Jumia / Mastercard will not entertain any correspondence regarding the validity or acceptability of any additional benefits offered by seller(s) on products/services made available by it and the same shall be at the sole risk and consequences of such seller(s) and without reference to Jumia / Mastercard.
- Jumia / Mastercard or the seller(s) shall not be liable for any failure by Your bank to honor the transaction and for any technical issues attributable to Your bank because of which the transaction made by the Cardholder was not successful.
- The Cardholder shall indemnify and hold Jumia, Mastercard and/ or seller(s) harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorneys fee) that may be suffered by Jumia, Mastercard and/ or seller as a consequence of (i) violation of these terms and conditions, of the terms of user agreement, privacy policy (subject to change) published on the Platform, by Cardholder; (ii) violation of applicable laws by Cardholder; and (iii) any action or inaction resulting in willful misconduct or negligence on the part of the Cardholder.
- All government levies such as withholding tax, VAT or any other Local Tax shall be payable by the Cardholder, where and as applicable, at the time of the respective offer.
- This Campaign shall be subject to all applicable laws, rules and regulations which are in existence and which may be promulgated anytime by any statutory authority.
- All liability with respect to the products purchased lies with the respective sellers and neither Jumia nor Mastercard shall be in any way responsible for the same.
- This Campaign is valid only in Kenya.
- Jumia's decision in respect of all matters to do with the Campaign will be final and no correspondence will be entered into.
- The Campaign and these Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Republic of Kenya.
- In the event of any dispute, or disagreement between the parties in relation to this Agreement, the Parties shall at first, meet to negotiate in good faith to settle the matter amicably. Where Parties fail to resolve any matter within 21 days, it shall be referred to a sole Arbitrator to be appointed by the parties herein, or in the absence of such agreement, to an Arbitrator appointed by the Chairman of the Chartered Institute of Arbitrators