

# MPT CLUB PROGRAM - SPECIFIC TERMS AND CONDITION

BY OPTING IN OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OF THESE SPECIFIC TERMS, AS WELL AS OUR GENERAL TERMS AND PRIVACY POLICY AND HEREBY BIND YOURSELF TO ALL THE TERMS AND CONDITIONS THEREIN.

## 1. Definitions

1.1 These Specific Terms and Conditions (“Specific Terms”) are to be read together with our latest General Terms and Conditions and Privacy Policy.

1.2 If there is any conflict between the Specific Terms and General Terms, these Specific Terms will apply.

1.3 Terms which are capitalized in this document but are not defined below shall have the same meaning as set out in the General Terms:

“Clients” refers to third parties who have engaged us to provide advertising, to collect, and analyse information on Customer behaviour and other ancillary services.

“Affiliate” means in addition to the definition set out in the General Terms, MPT Money/MPT Pay and MPT’s joint operation partner, KDDI Summit Global Myanmar Co., Ltd.

“Communication Materials” refers to informational, advertising, and/or marketing materials, including flyers, brochures, newspaper ads, social media posts, and/or announcements and FAQs in our websites, that we publish containing information about the Service in general and/or specific information about a Promo.

“MPT Money” and/or “MPT Pay” refers to MPT Money Company Limited.

“Notifications” refers to messages that are sent to you by us, our Partner Merchants, and/or our Clients in relation to:

a)the Service, such as Account status updates, confirmation messages, or error messages;  
b)the Rewards you may be entitled to receive;  
c)the Points that you may have earned;  
d)commercial or promotional advertisements, and other push messages from us, our Partner Merchants, and/or our Clients. This may include messages that are not related to telecommunications services. This may also include messages that are specifically tailored to you based on data that we have collected about you; and  
e)surveys and/or other information collection methods to help better understand your preferences and to provide you with offers that you may be interested in. These types of Notifications may come from us, our Partner Merchants, and/or our Clients.  
You can expect to receive Notifications through various ways such as letters, SMS, and social media platforms like Facebook.

“Partner Merchants” refers to third parties who collaborate with us to offer you various benefits such as discounts, rebates, and/or free products in exchange for your Points or as part of a Promo.

“Points” refers to the MPT Club points that you can earn and are credited to your Account through your mobile usage, when you purchase goods and/or services from a Partner Merchant, as part of a Promo, or as may be permitted by us.

“Promos” refers to the various promotions, discounts, and other benefits and privileges that we offer from time to time as part of this Service

“Rewards” refers to the benefits, goods and/or services that we or our Partner Merchants may provide you for opting-in to this Service, in exchange for your Points, as part of a Promo, or as may be permitted by us. The Rewards that you can receive will vary depending on your membership level, the Promo, or as may be permitted by us.

“Service” refers to MPT Club, as also defined in the General Terms.

“Service Period” refers to the entire duration or term of this Service.

“Terms and Conditions” shall collectively refer to the General Terms, the Privacy Policy, and these Specific Terms.

“we”, “us”, “our” refers to MPT.

“you”, “your” refers to you, a Customer who has opted-in to this Service.

1.4 We may update these Specific Terms from time to time, and we may notify you in the event of any update.

## **2. Service Description**

2.1. MPT Club is our loyalty program aimed at providing you with Rewards depending on your membership level, the Promos, and your use of our and/or our Partner Merchant's goods and services.

2.2. You can receive Rewards in exchange for Points or by participating in a Promo.

2.3. The amount of Points that you can earn depend on your mobile usage, your membership level, and your patronage of our Partner Merchants' goods or services.

2.4. The Rewards that you can receive vary depending on your membership level and/or the Promo.

2.5. The details, rules, and how a Promo works can be found in the Communication Materials for that Promo.

## **3. Eligibility, Opting-in, and Opting-out of this Service**

3.1. You are eligible to opt-in to this Service if you have an active postpaid and/or prepaid (GSM, WCDM, and CDMA) account with us.

3.2. You can opt-in to this Service by:

3.2.1. USSD: Dialling \*345#;

3.2.2. SMS: sending “REG M” or “REG F” to 345;

3.2.3. By downloading and using our MPT4U application you will automatically be subscribed to this Service. You can download this application by following these links:

Android : <https://bit.ly/2z4ZhrJ> IOS: <http://apple.co/2yNZJWY> ; or

3.2.4. Complying with such procedures as we may publish from time to time.

3.3. By opting-in to this Service, you warrant and represent to us that all the information that you provided is true, correct, and complete to the best of your knowledge.

3.4. You can opt-out of this Service by calling our customer care team by dialling 106 and informing them that you would like to opt-out of this Service.

#### **4. Service Period**

4.1. You may use this Service starting from the day you opt-in until you decide to opt-out, or until we decide to terminate it according to Clause 12 below.

#### **5. Membership Levels**

5.1. Your membership level will affect the number of Points that you can earn each day, the Points you earn from a Promo, and the number of Points that you can earn whenever you patronize our Partner Merchants' goods and services

5.2. Your membership level will also determine the Rewards that you can receive.

5.3. You will automatically be assigned a membership level when you join this Service. Your membership level may change depending on how long you have been an MPT subscriber, your mobile usage, and/or as may be permitted by us from time to time.

5.4. Further details about your membership level can be found in our website.

#### **6. How You can earn Points**

6.1. You can earn Points by participating in our Promos. The number of Points earned and the specifics of how to earn these Points will vary based on the particular Promo. You can find the details, rules, and how to earn Points in the Communication Materials for that Promo.

6.2. You can earn Points from your mobile usage depending on your membership level. "Mobile usage" refers to the amount of money that you spend in all transactions from your mobile phone's top up Account. It includes Pay As You Go services, packages, service subscription fees (SDP, IDD and VAS service).

6.3. You can earn Points based on purchases of goods and/or services from our Partner Merchants. The number of Points earned will depend on your membership level.

6.4. You can earn Points as may be permitted by us.

#### **7. Rewards**

7.1. You can receive Rewards from us and/or our Partner Merchants by:

7.1.1. Exchanging them for Points. You can exchange your Points for Rewards from us through the MPT4U app or by dialling \*345\*3\*1# and from our Partner Merchants by dialling dial \*345\*3\*2#.; and/or

7.1.2. Participating in Promos.

7.2. The number of Points you need to exchange to receive a particular Reward and the specific Rewards that you are eligible for will vary depending on your membership level and/or the Promo.

7.3. You can find the details, rules, and other information on the Rewards that are being offered during a Promo in the Communication Materials about that Promo.

7.4. You should also know that:

7.4.1. Points are not convertible to cash and do not accrue interest;

7.4.2. Points are not transferrable to other MPT Club members or customers except as may be permitted by us;

7.4.3. All requests to exchange Points for a Reward are final and cannot be cancelled;

7.4.4. We can change the Rewards and the number of Points required to redeem the Rewards in a Promo without prior notice;

7.4.5. Rewards are subject to availability; and

7.4.6. the cosmetic appearance of the Rewards that you receive may differ slightly from how they are presented in the Communication Materials.

## **8. Communication Materials**

8.1. We promise to exercise commercially reasonable efforts to ensure that any information that we publish in the Communication Materials is accurate to the best of our knowledge.

## **9. Notifications and Alerts**

9.1. By opting-in to the Service, you agree to receive a reasonable number of Notifications from us, our Partner Merchants, and/or our Clients from time to time. You can opt-out of receiving:

9.1.1. SMS Notifications – by texting OFF to 9800 and can opt-in again by texting ON to 9800;

9.1.2. Push Notifications – by toggling the push notification button off in the settings menu of the MPT4U application; and

9.1.3. Pop-up Notifications – by toggling this off in your Operating System (iOS / Android) settings. You can follow the instructions contained in the link below:

For iPhone: <https://support.apple.com/guide/iphone/change-notification-settings-iph7c3d96bab/ios>

For Android: <https://support.google.com/android/answer/9079661?hl=en>

## **10. Recordkeeping; Validity of Points**

10.1. The Points credited to your Account shall be valid:

10.1.1. for one (1) year from the time they are earned; or

10.1.2. until these are invalidated by us according to Clause 12;

whichever is earlier.

10.2. You are ultimately responsible for keeping track of or accounting for the number of Points that are credited to your Account.

10.3. You can also check the number of Points in your Account through SMS by typing “BAL” and then sending it to 345 or through the MPT4U app.

## **11. Personal Information**

11.1. We will need to collect, use and in some cases share your personal information in order to provide the Service to you. We may collect personal information from you when you:

11.1.1. Register for the Service;

11.1.2. Participate in a Promo;

11.1.3. Redeem Points or collect a Reward;

11.1.4. Use the Service;

11.1.5. Communicate with us;

11.1.6. Signup for any of our other services or applications and give us your details;

11.1.7. Participate in any of our surveys; and

11.1.8. Visit or browse any of our websites or other customer portals related to the Service.

In addition, we may obtain your personal information from third parties when you have given your consent to share such information with us, and/or where otherwise lawfully permitted.

11.2. The types of information we may collect from you may include the following:

11.2.1. Name

11.2.2. NRC

11.2.3. Mobile number

11.2.4. Age/sex

11.2.5. Address

11.2.6. Occupation

11.2.7. Household information (e.g. how many children you have)

11.2.8. Income

11.2.9. Internet usage patterns

11.2.10. Mobile application usage

11.2.11. Purchase and spending history

11.2.12. Location history

11.2.13. Telecommunication service usage and history

11.2.14. Various personal preferences

11.3. We may use your personal information to:

11.3.1. Provide the Service and any Promos to you;

11.3.2. Ensure Points and/or Rewards are properly delivered to you;

11.3.3. Assess and improve our Service and Promos;

11.3.4. Communicate with you, including sending you Notifications;

11.3.5. Verify your identity or a transaction;

11.3.6. Help us tailor our services and content to better appeal to you;

11.3.7. Analyse the effects of our advertising and direct relevant advertising to you;

11.3.8. Review spending patterns and creditworthiness;

11.3.9. Determine eligibility for new products and services;

11.3.10. Recommend and market products and services, including non-telco related

products and services of third parties, that may be of interest to you;

11.3.11. Comply with our legal and regulatory obligations;

11.3.12. Investigate, respond to, or defend claims or potential claims made against us;

11.3.13. Produce data, reports and statistics which shall be anonymized or aggregated in a way that does not identify who you are; and

11.3.14. Undertake any other action required or permitted by any law, regulation, notification and/or relevant regulatory authorities.

11.4. In order to provide, manage and operate the Service, we may share your personal information in the following ways:

11.4.1. With our Affiliates, our Partner Merchants, our Clients or other third party companies and service providers engaged by us to process information on our behalf, assist us in providing you with the Service and/or Promos, or other telco-related purposes;

11.4.2. As permitted or required by law or relevant authority;

11.4.3. With other parties when you have given us your consent to do so.

From time to time we may aggregate your personal information with the personal information of other customers for various purposes, including research and analysis to better understand our customers, so that we can improve our services and provide new products that will be useful for you. Such aggregation of personal information is normally done on an anonymized basis, meaning the information about you being used can no longer identify who you are, and we may provide such anonymized data to third parties for various purposes. If we enter into a merger, acquisition or sale, corporatization or privatization, personal information may be transferred as part of the transaction.

## **12. Termination, Suspension, and/or Adjusting the Points in Your Account**

12.1. We reserve the right, without any liability and at any time with or without notice, to deny, suspend, or terminate your Account and/or the Rewards which you may otherwise be entitled to receive, and/or to adjust the number of Points in your Account if, in our reasonable opinion:

12.1.1. We have determined that you have breached these Terms and Conditions and/or the terms and conditions or intended purposes of a Promo; and/or



12.1.2. We have determined that you have used the Service or Promo for unauthorized, improper, or illegal purposes.

12.2. We reserve the right to discontinue the Service at any time.

### **13. Consequences of Termination**

13.1. Upon termination of your Account for any reason, you shall be deemed to have forfeited all Points and rights to Rewards tied to your Account.

### **14. Disputes**

14.1. If you would like to dispute our decision regarding your eligibility to opt-in to the Service, the termination or suspension of your Account, the adjustment to the number of Points in your Account, the Rewards you may have received, and/or the accumulation and/or redemption of your Points, you must within ninety (90) days of the date of the event which gave rise to the dispute, contact our customer care team by dialling 106 or through our Facebook page.

14.2. In your communications to our customer care team please make sure to include the reasons for the dispute and supporting documentary evidence.

14.3. We will then conduct a thorough and impartial review of such dispute and will provide you with a response within a reasonable period from receipt of such written notice.

14.4. In all cases, any dispute between you and us arising out of the provision of Services shall be subject applicable rules and regulations in relation to the settlement of disputes as provided in the General Terms.