

## **Terms & Conditions – A Chi Gyi Htaw Lucky Draw Campaign**

This page explains the terms by which you agree to abide by when participating in the A Chi Gyi Htaw Lucky Draw Campaign (“**Campaign**”). The Campaign can be accessed through services provided by Myanmar Posts and Telecommunications (“**MPT**”, “**we**”, “**us**”, “**our**”) as specified below.

By participating in the Campaign, you signify that you have read, understood, and agree to be bound by these Terms and Conditions and any other applicable rules, policies and terms associated therewith (collectively, the “**Terms**”).

The Terms are subject to change at any time. Your continued participation in the Campaign after any such change constitutes your acceptance of the revised Terms.

### **1. The Campaign**

- 1.1 All rights not expressly granted to you in the Terms are reserved and retained by us or our licensors, suppliers, publishers, rights holders, or other content providers. You may participate in the Campaign only as permitted by the Terms and by law; all other uses are strictly prohibited.
- 1.2 MPT may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access or participation in the Campaign as determined in MPT’s sole discretion, without notice and liability for any or no reason. In such event, you shall continue to be bound by the Terms to the extent necessary to fulfill surviving terms contained herein.
- 1.3 Your participation in the Campaign is subject to scheduled and unscheduled service interruptions. You agree that MPT will not be liable to you or any third parties for any interruption of the Campaign, downtime (planned or unplanned) or access failure.
- 1.4 MPT shall have no liability for your use or misuse of the Campaign, any interactions you have with other users, or any other act or omission by you regarding the Campaign.
- 1.5 MPT may suspend or cancel the Campaign at any time without notice and liability for any or no reason.

### **2. Our Proprietary Rights**

Except as otherwise rightfully operated by any third party, as applicable, any MPT proprietary material related to the Campaign, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (collectively, “**Content**”), and all intellectual property rights related thereto, are the exclusive property of MPT and its licensors, suppliers, publishers, rights holders, or other content providers. Except as explicitly provided herein, nothing in the Terms shall be deemed to create a license or right in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, reverse engineer, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or Content accessible on the Campaign. Use of the Content for any purpose not expressly permitted by the Terms is strictly prohibited.

### **3. Campaign Period**

- 3.1 The Campaign will begin on 00:01 AM of 22 December 2022 and end on 23:59 PM of 4 January 2023 (Myanmar Standard Time) subject to Clause 1.5 (“**Campaign Period**”).

#### 4. Eligibility

The Campaign is intended solely for all MPT SIM registered users (MPT GSM/WCDMA active Swe Tha Har/Shal Pyaw/Shwe Sa Gar users) who make top-up balance, point redemption, and buying data packs (including Htaw B and Kyin Kyin Nar Nar packs for prepaid users, and Data Carry Plus, Mobile Legends, PUBG, Tay Than Thar and Shal Kyi Data packs for postpaid users) during the Campaign Period subject to Clause 5.2 of the Term.

#### 5. How to Enter

- 5.1 To participate in the Campaign, you must top up at least 1,000 Kyats (or) purchase 699Ks data pack or data packs above such data including bundle packs (or) make point redemption for MPT mobile services via any channel of MPT4U App, USSD codes and SMS purchase during the Campaign Period.
- 5.2 Based on the types of participation mentioned in the following table, you will get the specified ticket(s) to win the Prizes. The more you top up or purchase data pack purchase or make point redemption, the more you get the tickets to win the Prizes.

| Denomination of Top up (MMK) | Denomination of Data Pack Purchase (MMK) | Point Redemption (Points) | Ticket(s)                             |               |
|------------------------------|--|---------------------------|---------------------------------------|---------------|
|                              |  |                           | Via Other Channels (except MPT4U App) | Via MPT4U App |
| 1000 ~ 1999                  | 699 ~ 1999                               | 50/ 99/ 199 points        | 1                                     |               |
| 2000 ~ 2999                  | 2000 ~ 2999                              | 299 points                | 4                                     | 6             |
| 3000 ~ 3999                  | 3000 ~ 3999                              | 399 points                | 6                                     | 9             |
| 4000 ~ 4999                  | 4000 ~ 4999                              | 499 points                | 8                                     | 12            |
| 5000 ~ 5999                  | 5000 ~ 5999                              | -                         | 10                                    | 15            |
| 6000 ~ 6999                  | -  | -                         | 12                                    | 18            |
| 7000 ~ 7999                  | -  | 799 points                | 14                                    | 21            |
| 8000 ~ 8999                  | 8000 ~ 8999                              |                           | 16                                    | 24            |
| 9000 ~ 9999                  | 9000 ~ 9999                              |                           | 18                                    | 27            |
| 10000 ~ 19999                | 10000 ~ 19999                            |                           | 20                                    | 30            |
| 20000 ~ 29999                | 20000 ~ 29999                            |                           | 40                                    | 60            |
| 30000 ~ 39999                |  |                           | 60                                    | 90            |
| 40000 ~ 49999                |  |                           | 80                                    | 120           |
| 50000 ~ 59999                |  |                           | 100                                   | 150           |
| 60000 ~ 69999                |  |                           | 120                                   | 180           |

|               |  |  |     |     |
|---------------|--|--|-----|-----|
| 70000 ~ 79999 |  |  | 140 | 210 |
| 80000 ~ 89999 |  |  | 160 | 240 |
| 90000 ~ 99999 |  |  | 180 | 270 |
| 100000        |  |  | 200 | 300 |

- 5.3 Balance transfer and loan balance are not eligible in the Campaign.
- 5.4 For top-up balance or buying data pack for other phone numbers, other phone numbers received such kind of top-up balance or buying data pack can get the ticket(s).
- 5.5 The received tickets for the First Week are to be winners for a period of 22 to 28 December 2022 and the received tickets for the Second Week are to winners for a period of 29 December 2022 until 4 January 2023. Participants can win the Prizes for each term of First Week and Second Week separately.
- 5.6 For the tickets of point redemption, MPT will inform and send the total tickets to be received by participants via SMS after the relevant campaign week. The tickets received by participants will be subject to the Campaign.

## 6. Prizes

- 6.1 Subject to Clause 5, participants have ticket(s) to win the following prizes ("**Prizes**").

| Campaign Week   | Prizes                   | Quantity |
|---|--------------------------|----------|
| 22 Dec to 28 Dec 2022<br>(" <b>First Week</b> ")      | MPT Pay 1 Million Kyats  | 50       |
|   | MPT Pay 10 Million Kyats | 1        |
| 29 Dec 2022 to 4 Jan 2023<br>(" <b>Second Week</b> ") | MPT Pay 1 Million Kyats  | 50       |
|   | MPT Pay 10 Million Kyats | 1        |
|   | Total                    | 102      |

## 7. Selection of Winners

- 7.1 Participant who has already won the Prizes for the First Week, may continue to do top-up, data pack purchase and point redemption, and can have ticket(s) to win the Prizes for the Second Week. Since the winners will be selected for each campaign week, participants can do top-up, buying data packs and point redemption
- 7.2 Winners will be chosen by MPT randomly and MPT will call and inform each eligible winner for each Prize.

## 8. Notification of Winners

8.1 MPT will call each eligible winner three (3) times by phone. If the winner doesn't pick up all (3) call attempts, MPT shall select another winner for the Prize.

8.2 MPT will announce the winners via social media like MPT official Facebook Page, Telegram, Viber, and Website on the dates of 5 January 2023 and 12 January 2023 after winner selection.

## **9. Use of the Prize**

9.1 The Prize must be taken as stated and no compensation will be payable if the winner is unable to use the Prize as stated.

9.2 All Prizes are non-exchangeable.

9.3 Other costs apart from those identified in Clause 6 are the sole and absolute responsibility of each winner.

9.4 MPT's decision in relation to every aspect of the Campaign, including, but not limited to, the type of Prize and the selection of the winner of the Prize shall be deemed final and conclusive under any circumstance. No further appeal, enquiry and/or correspondence will be entertained.

## **10. Disqualification of Winners/Participants**

10.1 MPT has the discretion to disqualify a winner or a participant whom it suspects to be undertaking, or in connection with, any unusual or suspicious activities, without prior notice or without needing to give any reasons for doing so.

10.2 MPT has the right to disqualify any participant even after selection of winner and to eliminate him/her from the list of winner if the necessary requirements specified by MPT, as needed shall not be fulfilled in timely manner.

## **11. Marketing and Promotion**

The participants agree and consent to MPT collecting, using, disclosing and sharing amongst themselves the participants' personal data, and disclosing such personal data to MPT's authorized service providers and relevant third parties for purposes which are necessary or reasonably incidental to the Campaign, and to market, advertise and/or promote the goods or services of MPT, including, without limitation, using videos and/or images of the participants for publicity purposes.

## **12. Indemnity**

You agree to defend, indemnify and hold harmless MPT and its subsidiaries, joint operation partner, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorneys' fees) arising from: (i) your participation in and access to the Campaign, including any data or content transmitted or received by you; (ii) your violation of any term of the Terms, including, without limitation, your breach of any of the representations and warranties herein; (iii) your violation of any third party right, including, without limitation, any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of Myanmar or any other country; (v) any claim or damages that arise as a result of any information submitted or received by you through

the Campaign; and/or (vi) any other party's access and use of the Campaign through your phone number (registered or unregistered), handset, or other device.

### **13. Disclaimers of Warranties and Limitation of Liability**

- 13.1 THE CAMPAIGN AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MPT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE CAMPAIGN, OR THE INFORMATION, INCLUDING ITS ACCURACY, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE CAMPAIGN. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE CAMPAIGN IS AT YOUR SOLE RISK.
- 13.2 MPT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR PARTICIPATION IN THE CAMPAIGN, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE CAMPAIGN, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.
- 13.3 IN PARTICIPATING IN THE CAMPAIGN, YOU AGREE TO HEREBY RELEASE AND FOREVER DISCHARGE MPT, AND TO INDEMNIFY MPT FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, CAUSE OF ACTION OF ANY NATURE OR KIND, ARISING FROM AND BY REASON OF ANY AND ALL LOSS, INJURY, DAMAGE OR LIABILITY AND THE CONSEQUENCES THEREOF WHETHER DIRECT OR CONSEQUENTIAL IN CONNECTION WITH THE CAMPAIGN, REGARDLESS OF THE CAUSE THEREOF, AND EVEN IF MPT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, INCLUDING, WITHOUT LIMITATION, ANY INJURY TO ANY PERSONS OR ANY DAMAGE CAUSED TO ANY PROPERTY WHILE PARTICIPATING IN THE CAMPAIGN OR ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE PRIZE.
- 13.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, MPT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13.5 MPT DOES NOT WARRANT THAT THE CAMPAIGN, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THEREIN, MPT SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM MPT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **14. Third Party Content**

The Campaign may aggregate content obtained or provided by third parties ("**Third Party Content**"). As such, MPT is not responsible for such Third-Party Content or any linked websites associated with Third Party Content. Reference to any information, products or services of third parties does not constitute or imply endorsement, sponsorship or recommendation by MPT.

### **15. General**

- 15.1 The terms and conditions of any third party will apply to the Prize where applicable.

- 15.2 The Terms are subject to the laws of Myanmar and any regulation, notification, directive or instruction issued by a court or body of competent jurisdiction.
- 15.3 If any term, covenant or provision of the Terms is held to be illegal, invalid or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, then the remainder of the Terms or the application of such term, covenant or provision to any person (other than those as to whom it is held invalid or unenforceable) shall not be affected thereby, and each provision of the Terms shall remain valid and enforceable to the fullest extent permitted by law.
- 15.4 In the event of a conflict between the English and Myanmar versions of the Terms, the Myanmar translation shall prevail.