



MTN – Uber Free Rides

Terms & Conditions

1. The standard Terms and Conditions of using the MTN network (found at www.mtn.com.gh) shall in all cases apply.

2. By using this “MTN – Uber Free Rides” service, you are deemed to have accepted these terms and conditions outlined below and any varied terms and condition which shall be shared/communicated from time to time regarding the Service:

- i. The words "We", "Us" and "Our" shall refer to MTN /Scancom Plc. The words "You" or "Your" shall refer to you, the customer and user of this Service.
- ii. The ‘MTN-Uber Free Ride’ Service (the ‘Service’) is an MTN sponsored service designed to reward eligible MTN customers with free Uber rides. The duration of the service shall be three (3) months commencing from the date on which the service is commercially launched (20th March 2017).
- iii. MTN reserves the right to determine the eligibility/selection criteria of customers.
- iv. An eligible/selected customer shall be rewarded with two (2) free Uber rides within Accra (map of areas covered under this service is available on www.mtn.com.gh) during the three (3) month period provided they continue to be on the MTN network during the said period.
- v. Cost of the ride to be borne by MTN **shall be capped at GHC15 per ride.**
- vi. Total fare per ride is calculated based on the distance travelled and the total time spent on the ride.
- vii. Where the cost of the ride exceeds GHC15, MTN shall pay the capped amount and the customers shall be required to pay any difference in the fare.
- viii. Further to clauses (v) and (vii) above, the value of two free rides i.e. GHC30, cannot be redeemed to pay for one ride. Thus where the first free ride costs GH30, MTN shall pay only GH15 and a customer cannot seek to combine the value of the two rides (in whole or in part) to pay for one ride. See Clause v above.
- ix. Where the cost of the ride is less than GHC15, no change/balance refund shall be given to the customer.

- x. The reward cannot be exchanged for cash or its equivalent.
- xi. This service is available only to MTN subscribers who are first time users of the Uber App.
- xii. A customer must download and install the Uber App and register as a subscriber to be able to redeem this offer.
- xiii. This service is not transferable. An eligible/selected subscriber who transfers a reward to be redeemed by a non-eligible customer or a non MTN subscriber shall be wholly responsible for any damage, loss, injury or claim arising from the use of the service and hereby indemnifies MTN of all liabilities arising therefrom.
- xiv. The reward can however be used to pay for a group Uber ride notwithstanding the fact that the other passengers may not be eligible/selected MTN customers.
- xv. Additionally, any deviation from the rules of the Service and/or an attempt to manipulate it shall result in the disqualification of the Customer.
- xvi. A Customer shall not be required to pay any fare if the Uber driver's App is unable to calculate the total fare at the end of the trip.
- xvii. MTN's sponsorship and responsibility is limited to the GHC15 fare. MTN does not in any way give any guarantee whatsoever as to the quality, duration, convenience and general comfortability of the ride and does not accept any liability, either expressed or implied as to the customers' experience while on the ride with Uber.
- xviii. This Service and features within the Service are protected by intellectual property rights belonging either to MTN or its licensors. No license is granted to you in respect of any such rights, except to the extent required for your personal use of the Service in accordance with these terms and conditions. MTN and any other MTN product or service name are trademarks of MTN and you shall not be entitled to reproduce such marks (other than to the extent required for your personal use of the Service) without our prior written consent.
- xix. Any use of the Service is entirely at your own risk and in no event shall MTN be liable for any direct, indirect, incidental or consequential damages including without limitation to loss of income, data or other information as a result of the use of or inability to use the Service.
- xx. MTN shall give no warranty or guarantee in relation to this offer and the Customer hereby releases and holds us and our agents harmless from any and all liability, injury, loss or damage of any kind, so far as it is permitted by law, arising from your (or our agents) participation or your acceptance of use or use of this service.
- xxi. These terms and conditions are governed by Ghanaian Law and we submit to the jurisdiction of the Courts of Ghana. By using this Service you agree to and submit yourself to the jurisdiction of the Courts of Ghana.

xxii. Subject to the foregoing, MTN reserves the right to change these terms and conditions at any time during the pendency of the Service.

For clarification and assistance, please contact MTN Customer Services by calling 100 or visit www.mtn.com.gh/personal/loyalty/uber