

Terms and Conditions

For The “MTN Spin the Wheel” Promotion

The following terms will have the specific meanings assigned thereto in these Terms and Conditions.

- Participation** means partaking in a VAS and promotion by a Customer through sending the Participation SMS and subscription;
- Participation SMS** means each and any SMS sent by a Customer to the SMS Code, whereby the intention to participate in a promotion is demonstrated;
- Subscription** means the bulk purchase of promo points, whereby the intention to accrue more promo points is demonstrated;
- Participants** means, in respect of a promotion, all and any of the Customers, who are eligible under the Terms and Conditions and express their firm intention to participate in the promotion by sending one or more Participation SMS or series of subscriptions in accordance with the Terms and Conditions;

SMS Charge means, in respect of this promo, the price, net of any applicable taxes, duties, levies or other costs, to be charged by the Operator to a Customer per Participation SMS disregarding, for the purposes of the promo Revenues, the calculation of any unit price discount offered by the Operator as part of a bundle package, promotional offering or other commercial format;

Promo/Promotion means, **MTN Gold and Silver Wheel Promotion.** This is a promotion designed to reward MTN customers with promo points, tangible and life changing prizes whenever they opt to spin after every recharge of 1 Cedi and above. Daily instant prizes include:

- Replica Jerseys
- Power banks
- Official T-shirts
- Promo points leading to Life changing monthly rewards

Monthly life changing prizes include:

- Cash rewards up to Ghc20, 000.
- Holiday trip abroad without a partner
- High end 4G compatible handsets

Time & Period of Promotion: means period beginning on 0:00:01 (GMT) July 1, 2018 and ending on 23:59:59 (GMT) June 30th, 2019;

Beginning Date/ Hour (Beginning): means 0:00:01 (GMT) July 1, 2018;

Finish Date/ Hour (Finish): means 23:59:59 (GMT) June 30, 2019;

Terms and Conditions: means these Terms and Conditions, including future annexes and amendments thereof;

Short Code: means the short code "5040"

THE ORGANIZER

The Promotion is organized by Scancom Ltd, a company incorporated and operating under the laws of Ghana, (hereinafter: “**Organizer**”) in partnership with **TOTAL TIM GHANA LIMITED**, a duly incorporated company under the laws of the Republic of Ghana, and it is subject to these Terms and Conditions.

The present Terms and Conditions apply to participation of all the Participants in the Competition. During the Time of Competition, the Terms and Conditions are available free to all the Participants at www.mtn.com.gh (“**Promotion Website**”) and may be subject to amendments in accordance with these Terms and Conditions.

Mondays to Sundays, between 00:00 and 24:00, the Participants will be able to obtain additional information regarding the Promotion and the Terms and Conditions, by calling the number 100.

PURPOSE, DURATION, TERRITORY

The Promotion is operating under the laws of Ghana and will be promoted as a Promotion for all pre-paid subscribers of MTN Ghana. The Promotion is going to develop under these Terms and Conditions and during the Time of Promotion.

The Promotion is organized and will develop all across Ghana.

LEGIBILITY

Subject to meeting all terms and conditions set out herein, all individuals, residents of Ghana, who are legally capable and users of the national network of MTN Ghana on the basis of a valid subscription are eligible to become Participants. For each individual to become a Participant, each such person must legally own a SIM card, or in case the subscription was registered by a legal entity, the individual must be properly authorized to use such SIM card (provision of sufficient evidence may be required), which

corresponds to the mobile number through which the Participant is registered in the Competition.

PROMOTION

This is a Promotion within the meaning of relevant provisions of Ghana law to be based on Participants' knowledge, in which the Participants will take part through use of the mobile telephony services.

Participants need to subscribe on short code 5040 SMS.

PROMOTION REGISTRATION

The Promotion runs every day from Beginning Date/Hour until the Finish Date/Hour. In order to enter the Competition, the Participant needs to recharge and follow the MT that will be received within one hour after recharge.

Promo Terms & Conditions

Organizing entity: MTN Network

1. Duration & Participation

1.1. The COMPETITION takes place from July 1, 2018 at 00:00:00 Greenwich Mean Time (GMT) until June 30, 2019 23:59:59 GMT (COMPETITION PERIOD).

1.2. To become a PARTICIPANT in the COMPETITION client needs to recharge his mobile and answer to the following SMS incentive to send an SMS with the keyword SPIN to the short code 5040 for free. Any SMS other than HELP, POINTS, STOP/EXIT, WIN, CHANCE, INFO sent to short code 5040 (Specific keywords will be communicated) will be considered as the user's request to join the promo according to these Terms & Conditions.

1.3. PARTICIPANTS are entreated to subscribe to VIP to gain points in order to increase their chances of winning the monthly prizes at 0.50GHS/day (inclusive of all applicable taxes) by sending the advertised Keywords to Short code 5040. Customers can purchase 20 points (1GHS), 40 points (2GHS), 100 points (5GHS), 200 points (10GHS), 400 points (20GHS), 1000 points (50GHS) and/or 2000 points (100GHS) packs by one shot, in order to increase the number of points and their chances of winning a monthly prize.

2. Eligibility

2.1. The COMPETITION is open to residents of Ghana that are prepaid subscribers of MTN, who are over 18 years old, excluding all employees, representatives and agents of the ORGANIZER, their respective parents and/or affiliated companies, Contest suppliers, and those with whom any of the foregoing are domiciled. The person that owns the SIM card or has express authorization from the SIM card's owner to use it is considered the PARTICIPANT, regardless of the actual user of the phone.

3. Game Periods & Prizes

3.1. The COMPETITION is comprised of monthly prizes, with each PRIZE PERIOD being independent of all others.

3.2. For each PRIZE PERIOD, the corresponding prizes will be awarded to the winners based on the following mechanism: SKILL: the 50 users with the most accumulated points on each prize period from all eligible entries will be declared the winners.

3.3. To be eligible to participate in any PRIZE PERIOD, the PARTICIPANT must have sent at least one PARTICIPATION SMS. To increase his points, the PARTICIPANT can subscribe to the VIP Club, receiving daily extra points for the prizes. The PARTICIPANT can also purchase points via one shot in order to compete for the prizes. **Play for Free Zone:** All users may enter the promotion for free, sending the keyword SPIN to 5040. These users are eligible to win a prize on the Silver Wheel. **Premium Zone:** PARTICIPANTS will also have the opportunity to spin the Gold Wheel in order to win higher incentive prizes. Subscribers will also accumulate more points to win the prizes. The Subscription will have a cost of 0.50GHS per day. Furthermore subscribing to VIP Club will give 10 points per day. Once the PARTICIPANT subscribes the Premium Zone and/or purchases points, he/she will be eligible to participate also in the Winner Selection.

3.4. For each PRIZE PERIOD, a specific number of prizes is available, as defined in the table below which takes effect from 1st September 2018:

Number of Winners	Ranking Order	Prize Description
1	Highest Point earner	20,000 GHS

1	2nd Highest point earner	Trip Abroad
1	3rd Highest point	5,000GHS
20	4th to 23rd highest	500GHS in Mobile Money
27	24th to 50th highest	4G Smartphone

3.5. Prizes must be accepted as awarded, cannot be exchanged for other prizes and may not be transferred or exchanged. Prizes will be delivered within 180 days from the prize awarding date (every month), at a time and place that will be made known within 14 days from the end of the prize awarding date (every month)

3.6. Package for the trip abroad will comprise of Air-Ticket, accommodation, insurance, visa, pocket money. Any additional expenses including excess luggage will be borne by the winner.

3.7 Notwithstanding clause 3.5 above, winners earmarked for trip abroad without requisite travelling documents can transfer their package to their loved ones with relevant travelling documents by furnishing MTN with their consent letters and photo ID cards/affidavits.

3.8 Winners earmarked for the trip abroad have THIRTY (30) days to share scanned copies of their passports with MTN to enable the organizer secure visas and confirm flight bookings.

3.9 Trip winners will forfeit their prizes entirely if they fail to submit scanned copies of their passports within THIRTY days after being informed of their prizes.

4. Game & Points

4.1. The first SMS sent to 5040 with specific keywords, subscribes the user to the PROMOTION and it is called the REGISTRATION SMS. In response to the REGISTRATION SMS the user will receive the following;

- Welcome message
- 10 points per every successful renewal at Ghc0.5 daily.

4.2. Participants can purchase points via one shot actions, in order to increase their points for the next monthly prizes. The number of points and cost depends on the keyword sent by the participant:

Keyword	Points Gained	Amount Billed
WIN20	20	1GHS
WIN40	40	2GHS
WIN100	100	5GHS
WIN200	200	10GHS
WIN400	400	20GHS
WIN1000	1000	50GHS
WIN2000	2000	100GHS

4.3. At any time during the COMPETITION PERIOD, a PARTICIPANT may receive an INVITATION SMS to a special challenge that offers him bonus points.

5. Cost & Subscription

5.1. All participations with the keywords SPIN, HELP, INFO, POINTS, EXIT from MTN subscribers to 5040 are FREE (and do not award points to users). Then, every PARTICIPATION SMS sent from an MTN subscriber to the short code 5040 is billed (the amount depends on the keyword sent).

5.2. The SUBSCRIPTION SMS to the premium leg successfully received from the short code 5040 is charged at 0.50GHS/day inclusive of all taxes.

5.3. In case a SUBSCRIBER does not have sufficient credit to receive the SUBSCRIPTION SMS on a specific day, NO extra points will be awarded. On successful daily charging at 0.50GHS/day in the premium leg, 10 points will be awarded.

5.4. PREMIUM SUBSCRIBERS can terminate their participation, by sending "STOP", free of charge, to 5040.

5.5. PARTICIPANTS can get more information about the promotion by sending "INFO" to the competition's short code 5040.

5.6. PARTICIPANTS can get to know their points by sending "POINTS" to the competition's short code 5040.

6. Winner selection, notification and prize forfeiture

6.1. After the end of a PRIZE PERIOD, winners will be selected (as specified in section 3).

6.2. Winners will be selected from all prize categories on monthly basis. Each month will reward a total of 50 winners.

6.3. Every winner will be contacted by the ORGANIZER on the mobile phone number he has used to participate in the COMPETITION. The ORGANIZER will attempt to contact the winner at least 3 times a day over a period of 1 week, between the hours of 9am and 6pm. If the winner cannot be contacted during this period, he is disqualified and forfeits the prize and the ORGANIZER will attempt to contact the next runner up.

6.4. The winner is required to provide proof of SIM ownership and sign a prize acceptance form (as requested by the ORGANIZER) before prizes can be collected. If the winner fails to provide sufficient proof within that period, he or she is disqualified and forfeits the prize and the next runner-up is contacted.

6.5. If the winner has any outstanding debts towards the ORGANIZER, these need to be settled within 3 days from being contacted by the ORGANIZER. If outstanding debts are not settled within that period, the winner forfeits the prize.

6.6. If a winner fails to redeem his/her prize within 2 weeks from the date of contact, the next in order of ranking will be selected to claim the prize.

6.7. If the winner and all runner-ups forfeit the prize, the prize is deemed unclaimed and remains at the disposal of the ORGANIZER.

6.8. By accepting a prize, a winner consents to the use of his first name, initial of last name, city of residence, photograph and likeness in any promotional material produced by the ORGANIZER. Such use does not entitle the winner to any further compensation.

6.9. Each PARTICIPANT (physical person or MSISDN) is entitled to receive only one prize per prize category (defined in 3.4).

6.10. If one or more of the winners isn't able to receive his prize, the next users will move up on the prize awarding table (ex: if the user who wins the first prize isn't eligible to win, the second user takes his place – provided he's eligible -, the third user moves to second place, and so on until the one-hundredth user). In order to deliver all prizes, runner ups will be selected once it's determined the number needed to award all the prizes.

6.11. All cash rewards will be paid via MTN Mobile Money

6.12. All customers who earn cash rewards without Mobile Money accounts will be given two weeks moratorium to register MTN Mobile Money. Such customers automatically forfeit their prizes if they fail to register for MTN Mobile Money after the expiration of the two weeks moratorium. At the discretion of MTN, this moratorium may however be extended for customers with genuine reasons. This will be handled on case by case basis.

6.13. In case of tie in points during the monthly winner ranking/selection process, priority will be given to customers with longer tenure.

6.14. In case there is tie in tenure, previous three months ARPU will be used to select a winner

6.15 A participant can win trip to Dubai only once in a year. Similarly, a participant can win cash reward of Twenty Thousand Cedis (Ghc20, 000.00) only once in a year.

6.16 A participant will be relegated to the 3rd position and be rewarded with a cash of **Five Thousand Ghana Cedis (Ghc5, 000)** instead when he or she wins a trip to Dubai or Twenty Thousand cedis cash for the second time within one year

6.17. Winners will be notified only by MTN authorised personnel and via the number 0244 300 000

7. Abuse and disqualification

7.1. PARTICIPANTS are not allowed to use machines that send automatic SMS or automate/facilitate the answer process or any other alternative of sending SMS messages, other than the mobile phone (this prohibits the use of any GSM modems attached to a computer or mobile phones attached to a computer). The ORGANIZER has the right to disqualify any PARTICIPANT under the suspicion of breaking this obligation

8. Organizer's responsibilities

8.1. ORGANIZER's responsibility is strictly limited in giving the Prizes. The ORGANIZER cannot be held responsible for any delay or impossibility of sending or receiving SMS messages because of a technical problem. All the SMS messages will be considered received by the ORGANIZER when they are registered in the COMPETITION's IT system and not when they are sent by the PARTICIPANT. All the SMS messages will be considered received by the PARTICIPANT at the moment they were sent from the COMPETITION's IT system. PARTICIPANTS recognize and accept that the journal of the informatics system of the COMPETITION's IT System is the proof of the date, hour, minute and second of their receiving/ sending each SMS message.

9. Personal Data Protection

9.1. By participating in the Competition, the Participants expressly agree that personal data which they supply shall be processed by the Organizer for the purposes of executing the Competition and also for the purpose of publicizing the Competition and the Organizer. It is hereby specified that the Organizer guarantees that publicity, entailing the sharing with third parties of personal data supplied as a result of participation in the Competition, (including through television, the press, leaflets and other means and formats of communication) shall be made only with respect to the winners of the Prizes and will only indicate the given names and surnames of the winners, the location of their place of residence, their images and voices (contained in photographic records, audio, video and other types of records, made with the purposes of publicity connected to

the Competition). The winning Participants give, through their participation in the Competition, express consent for the use of this data in formats herein defined. Following the termination of the Competition, the personal data will be destroyed.

9.2. In accordance with local laws and regulations, the Organizer respects the privacy of Participants of this Competition, by which it is committed to the use of technology in a transparent form and in strict observance of the rights, freedom and guarantees of the citizens and by the reservation of the intimacy of their private and family life. The personal data collected within the scope of this Competition will be treated as private and confidential. It shall not be disclosed to other individuals or organizations, except in the event of legislation to the contrary or where the Participants themselves authorize such. The data will be stored on servers with access controlled on a need-to-know basis and limited by passwords.

10. Governing Law & Amendments

10.1. This COMPETITION is organized under and governed by the laws and statutes of Ghana.

10.2. These Terms & Conditions are valid during the COMPETITION PERIOD until amended or suspended by the ORGANIZER.

AMENDMENTS

Any amendments of the Terms and Conditions will be issued by the Organizer in writing and instantly thereafter will be posted on the Promotion Website. The Organizer reserves the right to amend the Terms and Conditions at any time during the Time of Competition. All amendments to the Terms and Conditions are effective from the time of their postage on the Promotion Website, except of any critical amendments of the Terms and Conditions of which the Participants will also be informed by SMSs.

The Organizer doesn't take responsibility for the Participants acquaintance of the amendments to the Terms and Conditions, when they become posted on the Promotion Website.

If the Organizer suspends or interrupts the Competition, a simple announcement in this matter will be posted on the Promotion Website. By such an announcement, the Promotion may be suspended or interrupted and no interested party, including the Participants, will have a right to seek compensation or demand continuance of the Competition. If the Promotion is suspended or interrupted before the Ending Date/ Hour, the Organizer will only be under the obligation to give away the Prizes on account on the Periods of Promotion that had already been properly ended before the Promotion was suspended or interrupted. .

PROTECTING AND PROCESING THE PERSONAL DATA

The Organizer is the data controller of Participants' personal data, in the meaning of the Act on Personal Data Protection. The Organizer processes personal data for the purpose of marketing its own products and services, including through the Competition