

1. Terms and Conditions

For The “MTN Nkomode (free after 1)” Reloaded Tariff

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

Bonus Means calls will be zeroed when customers subscribe and pay for the only the first minute of that call.

Tariff Plan Means “MTN Nkomode” Tariff Plan administered by MTN, in which Participants’ calls are zeroed when they subscribe to the promotion and pay for only the first calls. Additionally customers will receive data, capped at 50mb. Customers will have to subscribe to the promotion either via USSD, IVR or SMS and their first call will be charged 29.33p and the rest of that call is free. This applies to both on net and off nets calls.

Period of Launch: means period beginning on 0:00:01 (GMT) Nov 2, 2018 and ending on 23:59:59 (GMT) December 31st, 2019

The tariff plan is comprised only of free airtime to be given to customers when they subscribe and pay for only the first minute of the call.

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

Short Code: means the short code “315”

Website (Site) Competition: www.mtn.com.gh

Subscribers: means, unless otherwise expressly provided herein, every MTN customer is permitted by these Terms and Conditions to subscribe to this tariff plan.

THE ORGANIZER

(1) The tariff plan is organized by Scancom Ltd, a company incorporated and operating under the laws of Ghana, (hereinafter: “Organizer”) and it is subject to these Terms and

Conditions.

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

From Mondays to Sundays, between 00:00 and 24:00, during the promotion period, the Subscribers will be able to obtain additional information regarding this tariff plan and the Terms and Conditions, by calling the number 100.

PURPOSE, DURATION, TERRITORY

(3) This is a tariff plan within the meaning of relevant provisions of the laws of Ghana. Subscribers will have to make use of the mobile telephony services.

(4) The tariff plan is available for and accessible to all subscribers in Ghana.

SUBSCRIBERS

(5) Subject to the fulfilment of the terms and conditions set out herein, all individuals, resident in Ghana, who are legally capable and users of the national network of MTN Ghana on the basis of a valid subscription are eligible to subscribe. All subscribers to this tariff plan must legally own a SIM card, or in case the subscription was registered by a legal entity, be properly authorized to use such SIM card (provision of sufficient evidence may be required), which corresponds to the mobile number through which the individual is subscribed to this tariff plan.

TARIFF PLAN

(6) This is a tariff plan within the meaning of relevant provisions of the laws of Ghana.

(7) This tariff plan can be subscribed on short code 315; either through IVR, SMS or USSD.

(8) New Prepaid customers can also subscribe to this tariff plan.

(9) Subscribers will only enjoy offer of free data after the first call in a day. Data will be capped at 50mb.

(10) Data bonus is valid till midnight

(11) Subscription is free and is valid until you unsubscribe. However a subscriber may only

unsubscribe, 24 hours after subscribing to the promotion.

(12) Bonus airtime can be used for on-net and off net voice calls.

(13) The promotion tariff for the first minute is 29.33p.

(14) Calls on the same session that goes beyond 1 minute will be zero charged.

(15) This tariff is applicable to both Zone and non-Zone customers. Thus once a customer registers in this campaign, their tariff profile changes to reflect the above. And the Zone notification is terminated.

(16) When a customer un-subscribes, he/she may revert to their previous profile automatically (Zone or Non-Zone). That's if a Zone customer unsubscribes this promotion, he/ she will automatically be placed in the Zone profile.

(17) Free minutes on Nkomode will not be counted as points on any ongoing promotion.

(18) All bonus accounts has priority on the Nkomode tariffs

(19) Free minutes on Nkomode will not be counted as points on any ongoing promotion.

(20) The first minute charge of 29.33p will always be charged from the main account even when customers have excess amount in their bonus accounts.

(21) Subscribers will still be charged 29.33p for their 1st minute calls even when customers call their Family & Friends (F&F) registered numbers.

(22) Free Night Calls stays as it is – that is even if the customer makes calls during this period the current free night call tariff will apply and not the 29.33p for first 1st minute.

(23) Fair usage policy applies (5mins for offnet and 60mins for onnet calls). Call will have a fair usage policy of up to 60mins in compliance with NCA Directive.(NCA/OPT-DIST/VOL.3/88)

MECHANICS

(24) Subscribers on this tariff plan will receive instant airtime bonus when they pay for their first minute call. Additionally customers will receive free data . Data is capped at 50mb.

AMENDMENTS

(25) 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 Promotion period. All

amendments to the Terms and Conditions are effective from the time of their posting on the Promotion Website, except where there are critical amendments of the Terms and Conditions in which case, participants will also be informed of such changes by SMSs.

The Organizer does not take responsibility for the Participants' awareness of the amendments to the Terms and Conditions, when they become posted on the Promotion Website.

If the Organizer suspends or interrupts the promotion, a simple announcement in this regard will be posted on the Promotion Website. By such an announcement, the Promotion may be suspended or interrupted and the Organizer shall not be liable to any interested party for compensation or demand for 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

(26) The Organizer is the data controller of Participants' personal data, within 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.