

Terms and Conditions

MTN Nkomode (free after 1)" Reloaded Tariff

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

Definitions:

"Bonus" means calls will be zeroed when customers subscribe and pay for 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 70mb. Customers will have to subscribe to the tariff plan either via USSD, IVR or SMS and their first call will be charged 0.3077p the first minute and the rest of that call is free. This applies to both on net and off nets calls. 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 ***550#**.

"Website" means Website (Site): www.mtn.com.gh

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

"SMS" means short messaging services

THE ORGANIZER

The tariff plan is organized by Scancom PLC, a company incorporated and operating under the laws of Ghana, (hereinafter: "Organizer") and it is subject to these Terms and Conditions.

(1) The present Terms and Conditions apply to participation of all the subscribers on this tariff plan. The Terms and Conditions are available to all the subscribers at www.mtn.com.gh free of charge ("Tariff Plan Website") and may be subject to amendments in accordance with these Terms and Conditions.

2.1. Tariff plan is available From Mondays to Sundays, between 00:00 and 24:00, 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

(2) 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.

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

SUBSCRIBERS

(4) 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 nationwide network of MTN on the basis of a valid subscription are eligible to subscribe. All subscribers to this tariff plan must legally own a duly registered MTN 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.

GENERAL

6.1. This is a tariff plan within the meaning of relevant provisions of the laws of Ghana.

6.2. This tariff plan can be subscribed to, on short code 550; either through IVR, SMS or USSD.

6.3. New Prepaid customers can also subscribe to this tariff plan.

6.4. Subscribers will only enjoy offer of free data after the first call in a day. Data will be capped at 70mb.

6.5. Data bonus is valid till midnight.

6.6. Subscription is free and is valid until you unsubscribe. However, a subscriber may only unsubscribe, 24 hours after subscribing to the Tariff Plan.

6.6. Bonus airtime can be used for on-net and off net voice calls.

6.7. The promotion tariff for the first minute is 0.3077p.

6.8. Calls on the same session that goes beyond 1 minute will be zero charged.

6.9. This tariff is applicable to both zone and non-zone customers. Thus, once a customer registers on this Tariff Plan, their tariff profile changes to reflect MTN Nkomode Tariff Plan, and the zone notification is terminated

6.10. When a customer un-subscribes, he/she may revert to their previous profile automatically (zone or non-zone). Thus, if a zone customer unsubscribes this Tariff Plan, he/ she will automatically be placed in the zone profile.

- 6.11. Free minutes on Nkomode will not be counted as points on any ongoing promotion.
- 6.12. All bonus accounts have priority on the Nkomode tariffs.
- 6.13. The first minute charge of 0.3077p will always be charged from the main account even when customers have excess amount in their bonus accounts.
- 6.14. Subscribers will still be charged 0.3077p for their 1st minute calls even when customers call their Family & Friends (F&F) registered numbers.
- 6.16. Fair usage policy applies (9 minutes 59 seconds for both on-net and off-net calls). Calls will have a fair usage policy of up to 10mins in compliance with NCA Directive. (NCA/OPT-DIST/VOL.3/88).

MECHANICS

- 7. Subscribers on this tariff plan will pay for only their first minute call. Additionally, customers will receive free data capped at 70mb.

AMENDMENTS

- 8.1. Any amendments of the Terms and Conditions will be issued by the Organizer in writing and instantly thereafter will be posted on the Tariff plan Website. The Organizer reserves the right to amend the Terms and Conditions at any time.
- 8.2. All amendments to the Terms and Conditions are effective from the time of their postage on the Tariff plan Website, except where there are critical amendments of the Terms and Conditions in which case, participants will also be informed of such changes by SMS.
- 8.3. The Organizer does not take responsibility for the Participants' awareness of the amendments to the Terms and Conditions, when they become posted on the Tariff plan Website.
- 8.4. If the Organizer suspends or interrupts the Tariff plan, a simple announcement in this regard will be posted on the Tariff plan Website. By such an announcement, the Tariff plan may be suspended or interrupted, and the Organizer shall not be liable to any interested party for compensation or demand for continuance of the Tariff plan.

PROTECTING AND PROCESING THE PERSONAL DATA

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.