

## Terms and Conditions

### MTN Nkomode (Free After 1) Reloaded

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

#### Definitions:

**"Bonus"** means calls will be zero rated when customers subscribe and pay for only the first minute of that call.

**"Tariff Plan"** means **"MTN Nkomode" (Free After 1"** and **"Free After 1 Extra"** Tariff Plan administered by Scancom PLC (MTN Ghana), in which Participants' calls are zero rated after they subscribe to the promotion and pay for the first min of calls. Additionally, customers will receive data, capped at 70mb. Customers must subscribe to the tariff plan via USSD and their first call will be charged Ghs0.3539 for the first minute and the rest of that call is free. This applies to both on net and off nets calls.

**"Free After 1"** Tariff plan gives you 10 FREE minutes on all networks plus 70mb daily after paying for only the 1<sup>st</sup> min of each call.

**"Free After 1" Extra** Tariff plan gives you 60 FREE minutes of uninterrupted calls on all networks. You only pay for the first minute after every 10 minutes of that same call. Additionally, the customer get 70mb daily.

**"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](http://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

#### **1. THE ORGANIZER**

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



1.1 The present Terms and Conditions apply to participation of all the subscribers in this Tariff Plan. The Terms and Conditions are available to all the subscribers at [www.mtn.com.gh](http://www.mtn.com.gh) free of charge ("Tariff Plan Website") and may be subject to amendments in accordance with these Terms and Conditions.

1.2 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.

## **2. PURPOSE, DURATION, TERRITORY**

2.1 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.

2.2 The Tariff Plan is available for and accessible to all subscribers of MTN in Ghana.

## **3. SUBSCRIBERS**

3.1 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.

3.2 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.

## **4. GENERAL**

4.1. This Tariff Plan can be subscribed to, on short code 550 through USSD.

4.2. New Prepaid customers can also subscribe to this Tariff Plan.

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

4.4. Data bonus is valid till midnight.

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

- 4.6. Customers cannot subscribe to both Tariff Plans at the same time. Activating Free After 1 Extra Tariff Plan will automatically override the Free After 1 Tariff Plan and activating Free After 1 will automatically override Free After 1 Extra Tariff Plan.
- 4.7. The switch frequency between Free After 1 and Free After 1 Extra will be capped at 24 hours. This means a subscriber will not be able switch between Tariff Plans on the same day or in less than 24 hours.
- 4.8. Free After 1 subscribers with mashup voice bundle will enjoy Free After 1 only when their mashup voice bundles have been depleted.
- 4.9. Bonus airtime can be used for on-net and off-net voice calls.
- 4.10. The promotion tariff for the first minute is Ghs0.3539.
- 4.11. Calls on the same session that go beyond 1 minute will be zero charged.
- 4.12. 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.
- 4.13. When a customer unsubscribes, he/she may revert to their previous profile automatically (zone or non-zone). Thus, if a zone customer unsubscribes to this Tariff Plan, he/ she will automatically be placed in the zone profile.
- 4.14. Free minutes on MTN Nkomode will not be counted as points on any ongoing promotion.
- 4.15. All bonus accounts have priority on the MTN Nkomode tariffs.
- 4.16. The first minute charge of Ghs0.3539 will always be charged from the main account even when customers have excess amounts in their bonus accounts.
- 4.17. Subscribers will still be charged Ghs0.3539 for their 1st minute calls even when customers call their Family & Friends (F&F) registered numbers.
- 4.18. Fair usage policy applies (9 minutes 59 seconds for both on-net and off-net calls for Free After 1) and (59 minutes 59 seconds for both on net and off net calls for Free After 1 Extra). Calls will have a fair usage policy of up to 10mins and up to 60mins in compliance with NCA Directive. (NCA/OPT-DIST/VOL.3/88).

**5. AMENDMENTS**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.

**6. PROTECTING AND PROCESING THE PERSONAL DATA**

The Organizer is the data controller of Participants' personal data, within the meaning of the Data Protection Act 2012 (Act 843) on Personal Data Protection. The Organizer processes personal data for the purpose of marketing its own products and services.