

TERMS AND CONDITIONS FOR EMIRATES EXCLUSIVE DISCOUNT OFFER

(Effective 1st July,2024)

1 BACKGROUND

- 1.1 MTN has partnered with Emirates to offer exclusive discounts to MTN customers who are seeking a luxurious and affordable travel experience with unbeatable benefits.
- 1.2 This exclusive offer grants MTN subscribers' discounts ranging from 3% to 12% on fares across various classes whenever they choose to travel with Emirates.
- 1.3 This makes every flight an opportunity to save and travel comfortably.

2 DEFINITIONS

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

- 2.1 **"Subscribers"** means, unless otherwise expressly provided herein, every MTN customer permitted by these Terms and Conditions to access this offer.
- 2.2 **"Terms and Conditions"** means these Terms and Conditions, including all the annexes and amendments thereof.

3 THE ORGANIZERS

Emirates CUGO offer is organized by Scancom PLC (MTN) and Emirates (together known as the **"Organizers"**) and it is subject to these Terms and Conditions.

4 TERM

The offer is valid from 1st July 2024 to 30th June 2025.

5 OFFER DETAILS

- 5.1 This offer is available to all MTN subscribers.
- 5.2 Offer is valid for bookings made on Emirates CUGO landing page through the MTN website <https://mtn.com.gh/emirates/> to Dubai and selected destinations listed in Appendix A below.
- 5.3 The promotional code is **GHMTNCU** and is subject to seat availability.
- 5.4 The offer is valid on Economy Class, Business Class, and First-Class fares.
- 5.5 The advertised air fares are inclusive of tax and fuel surcharge. Fares vary according to the currency exchange rates.
- 5.6 Emirates flight tickets are at all times subject to availability and Emirates Conditions of carriage and applicable ticket conditions as set out on the Emirates website.

- 5.7 All amendments to the Terms and Conditions are effective from the time of their posting on the MTN Website, except where there are critical amendments of the Terms and Conditions in which case, participants will also be informed of such changes on the website.
- 5.8 If the Organizers suspend the offer, customers shall be notified on the MTN Website. By such an announcement, the offer may be suspended or interrupted, and the Organizer shall not be liable to any interested party for compensation or demand for continuance of the offer.
- 5.9 The duration of the promotion may be extended in writing when both parties deem it appropriate.

6 CHANGES

- 6.1 MTN reserves the right to amend or revise the Terms and Conditions at any time and will notify customers if such amendments and revision is deemed material. Any amendment or variation of these terms shall be available to customers via the MTN Website on www.mtn.com.gh.
- 6.2 If a revision is material, we will try to provide at least 3 (three) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
- 6.3 MTN provides the promo on an "as is" and "as available" basis, in the hope that customers find it useful. MTN does not warrant that the promo will be free of errors, faults or interruptions and shall not be liable to the customer in connection with (but not limited to):
 - 6.3.1 any cause beyond MTN's reasonable control;
 - 6.3.2 any failure or delay in the use of or inability to use any component of the service; and
 - 6.3.3 any loss, claim or damage including loss or corruption of data howsoever arising.
- 6.4 By continuing to use the Service, a customer shall be deemed to have accepted these and any varied terms and conditions which shall be posted on the offer.

7 ABUSE AND DISQUALIFICATION

MTN reserves the right to disqualify a customer when it is proven that the customer used a fraudulent means to participate in the promo.

8 PERSONAL DATA PROTECTION

By participating in the promo, the customer expressly agree that personal data which they supply shall be processed by the MTN for the purpose of executing

the promo and for the purpose of publicizing the promotion and MTN. MTN respects the privacy of participants of this Promo and accordingly personal data collected during this promo will be treated as private and confidential and in accordance with Data Protection laws of Ghana.

9 APPLICABLE LAW AND JURISDICTION

The applicable law of these terms and conditions shall be the laws of Ghana and the courts of Ghana shall have jurisdiction in any matter(s) arising herein.

10 DISPUTE SETTLEMENT

The courts of Ghana shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual disputes or claims) arising from or in connection with these Terms or their subject matter or formation.

11 DISCLAIMER

MTN, its respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and subsidiaries, assume no liability whatsoever for any direct or indirect loss or damage, including but not limited to physical harm or death, howsoever arising from or as a result of a customer's subscription to the Emirates Discount Offer as regards this Terms and Conditions. All subscribers hereby expressly indemnify MTN, its respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, and in this regard and shall hold them harmless from any and all claims.

12 BUSINESS ADDRESS

MTN House, Independence Avenue,
West Ridge, Accra Ghana
Division: Marketing
Mobile: 0244300000

ANNEXURE A

- INDIA - India
- CHINA/HKG- China, Hongkong
- US/CA- the whole of the US where we fly and Canada.
- EUROPE/UK – the whole of Europe, United Kingdom
- DXB/AUH—Dubai, Abu Dhabi
- BEY/DOH/BKK- Lebanon, Doha, Bangkok (Thailand)
- CGO/INC/DPS -- Bali
- CEB/CRK/RGN/SGN- Cebu, Clark, Manila
- DUR/JNB/CPT -- Durban, Johannesburg, Cape Town.
- NBO/ADD/ABJ/SEZ—Nairobi, Addis, Abidjan, Seychelles
- MRU/MLE/SIN/KUL- Mauritius, Maldives, Singapore, Malaysia
- AKL/ADL/SYD/PER- Auckland, Sydney, Adelaide, Perth
- JED/RUH/MED- Jeddah, Riyadh, Medina- Saudi Arabia
- THR/MUX – Iran, Pakistan