

TERMS AND CONDITIONS

MTN Free After 1 Extra (Effective 14th December 2023)

Introduction

MTN Free After 1 Extra is a tariff plan promotion being offered to eligible customers which allows FREE 60 mins of uninterrupted calls. The subscriber only pays for the 1st min in each 10 FREE mins call to all networks + FREE 70mb of data daily.

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 will only pay for the 1st minute of that call being made.

“Free After 1 Extra” Tariff plan which gives you FREE 60 mins of uninterrupted calls. You only pay for the first minute in each 10 FREE minutes call to all networks + FREE 70mb daily. Subscribers must subscribe to the tariff plan via USSD, and their first minute will be charged **Ghs0.3539**. This shall apply to both on net and off nets calls.

“Short Code” means the short digit sequence ***550#**.

“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

“Tariff Plan” means the **MTN Free After 1 Extra** offer

“Terms and Conditions” means these terms and conditions, including all any amendments thereof;

“Website” means MTN’s website : www.mtn.com.gh

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”).

1.1 The present Terms and Conditions apply to all customers who subscribe to the Tariff Plan. The Terms and Conditions are available to all the subscribers at

www.mtn.com.gh free of charge (under Promotions) and may be subject to amendments in accordance with these Terms and Conditions.

- 1.2 Tariff Plan shall be available from Mondays to Sundays, between 00:00 am and 11:59pm, Subscribers may obtain additional information regarding this Tariff Plan and the Terms and Conditions, by calling the number 100.

2. MODE, DURATION, EXCLUSIONS

- 2.1 Subscribers will have to make use of direct mobile telephone calls to benefit from the Tariff Plan.
- 2.2 Organizer reserves the right, in its sole discretion to suspend or cancel the Tariff Plan as it may deem fit.
- 2.3 Postpaid customers are excluded from this offer.

3. SUBSCRIBERS

- 3.1 Subject to the terms and conditions set out herein, any persons in Ghana, who are valid prepaid customers of the Organizer's network shall be eligible to subscribe to the Tariff Plan.
- 3.2 All subscribers to the Tariff Plan must legally own a duly registered MTN prepaid 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 subscriber is subscribed to this Tariff Plan.

4. GENERAL

- 4.1. This Tariff Plan can be subscribed to, on short code *550# via USSD.
- 4.2. New prepaid customers are eligible to subscribe to the Tariff Plan.
- 4.3. The offer takes effect only after the first call in a day. Free data becomes available from subsequent calls and shall be capped at 70mb.
- 4.4. Data bonus shall be valid for use from time activated till 11:59pm of the same day.
- 4.5. Subscription is free and is valid until Subscriber has unsubscribed.
- 4.6. Subscribers with mashup voice bundle will benefit from the Tariff Plan only when their mashup voice bundles have been depleted.
- 4.7. Bonus airtime can be used for on-net and off-net voice calls.

- 4.8. The promotion tariff for the first minute is **Ghs0.3539**.
- 4.9. Calls on the same session that go beyond 1 minute will be zero charged for each 10 minutes block within a call session for up to 60 minutes.
- 4.10. This tariff is applicable to both zone and non-zone customers. Thus, once a customer subscribes to this Tariff Plan, their tariff profile changes to reflect MTN Free After 1 Extra, and the zone notification is terminated.
- 4.11. When a Subscriber unsubscribes, he/she shall revert to their previous profile automatically (zone or non-zone). Thus, if a zone subscriber unsubscribes from this Tariff Plan, he/ she will automatically be placed on the zone profile.
- 4.12. Free minutes on MTN Free After 1 Extra will not be counted as points on any ongoing promotion.
- 4.13. All bonus accounts have priority over the MTN Free After 1 Extra tariffs.
- 4.14. 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.
- 4.15. Subscribers will still be charged Ghs0.3539 for their 1st minute calls even when customers call their Family & Friends' (F&F) registered numbers.
- 4.16. Fair usage policy applies 59 minutes 59 seconds for both on net and off net calls. Calls shall be subject to a fair usage policy of up to 60mins in compliance with National Communications Authority (NCA) directive.
- 4.17 Subscribers may unsubscribe from the Tariff Plan at any time via the short code *550#.

5. AMENDMENTS

- 5.1. Any amendments of the Terms and Conditions will be issued by the Organizer in writing and shall be posted on the website under the promotions category. 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 website, except where there are critical amendments of the Terms and Conditions in which case, Subscribers may also be informed of such changes via SMS.

- 5.3. The Organizer shall not take responsibility for Subscribers' awareness or lack thereof of the amendments to the Terms and Conditions, once posted on the website.
- 5.4. If the Organizer suspends or interrupts the Tariff Plan, a simple announcement in this regard will be posted on the website. By such an announcement, the Tariff Plan may be suspended or interrupted, and the Organizer shall not be liable to any affected subscriber for compensation and or demand for continuance of the Tariff Plan.

6. PROTECTING AND PROCESING THE PERSONAL DATA

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

7. GOVERNING LAW & DISPUTE SETTLEMENT

- 7.1 These Terms and Conditions any dispute or claim (including any non-contractual disputes or claims) arising from or in connection with them, or their subject matter or formation, will be governed by and interpreted in accordance with the laws of Ghana.
- 7.2 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.

8. 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 Tariff Plan 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.

9. BUSINESS ADDRESS

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