

## Terms and Conditions

### For The “MTN Spin the Wheel” Promotion

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

**Beginning Date/ Hour (Beginning):** means 0:00:01 (GMT) June 1, 2025;

**Finish Date/ Hour** means 23:59:59 (GMT) December 31st, 2025;

**MTN Customer** Anyone who subscribes to and uses MTN voice and data services, such as making calls, sending text messages and accessing the internet via their mobile devices.

**Participants:** means, in respect of a promotion, all and any of the Customers, who are eligible under the Terms and Conditions and express their firm intention to participate in the promotion by using the web version of SPIN or by sending one or more Participation SMS or series of subscriptions in accordance with the Terms and Conditions;

**Participation:** means partaking in a Value Added Services (VAS) and promotion by a Customer through sending the Participation SMS and subscription

**Participation SMS** means each and any Short Messaging Services (SMS) sent by a Customer to the SMS Code, whereby the intention to participate in a promotion is demonstrated

**Participation Web** means each and any SPIN done by a Customer through the SPIN web view, whereby the intention to participate in a promotion is demonstrated

**Prize Awarding Date** Means the month in which the participant wins the prize.

<b>Prize Period</b>	means the daily for daily prizes and monthly for monthly prizes
<b>Promo/Promotion</b>	<p><b>means, MTN Gold and Silver Wheel Promotion</b> This is a promotion designed to reward MTN Customers with promo points, tangible and life changing prizes whenever they opt to spin after every recharge of 1 Cedi and above. Daily instant prizes include:</p> <ul style="list-style-type: none"><li>➤ Cash rewards</li><li>➤ MTN Official T-shirts</li><li>➤ Promo points leading to Life changing monthly rewards.</li></ul> <p>Monthly life changing prizes:</p> <p>Cash rewards up to Ghc30, 000.</p>
<b>Promo Suppliers</b>	Means those third party suppliers who supply rewards for the promotion and equipment/system platforms to run the promotion
<b>Short Code</b>	means the short code "5040
<b>Silver Club</b>	all promo participants who have not opted in to be in the VIP club are in the silver club by default.
<b>SMS Charge</b>	means, in respect of this promo, the price, net of any applicable taxes, duties, levies or other costs, to be charged by the Operator to a Customer per Participation SMS disregarding, for the purposes of the promo Revenues, the calculation of any unit price discount offered by the Operator as part of a bundle

## Public

package, promotional offering or other commercial format;

### **Subscriber**

**A customer who opts in to take part in MTN Spin the wheel promotion**

### **Subscription**

means the bulk purchase of promo points, whereby the intention to accrue more promo points is demonstrated

### **Terms and Conditions:**

means these Terms and Conditions, including future annexes and amendments thereof;

### **Time and Period of Promo**

means period beginning on 0:00:01 (GMT) June 1, 2025 and ending on 23:59:59 (GMT) December 31st, 2025

### **VIP Club**

refers to a special level of the promo participation beyond the default level. At VIP, participants enjoy free 10 points daily at 60p daily. This is not available to those at the default or silver level

## **THE ORGANIZER**

The Promotion is organized by Scancom Ltd, a company incorporated and operating under the laws of Ghana, (hereinafter: **"Organizer"**) in partnership with **TOTAL TIM GHANA LIMITED**, a duly incorporated company under the laws of the Republic of Ghana, and it is subject to these Terms and Conditions.

The present Terms and Conditions apply to participation of all the Participants in the Competition. During the Time of Promotion the Terms and Conditions are available free to all the Participants at [www.mtn.com.gh](http://www.mtn.com.gh) (**"Promotion Website"**) and may be subject to amendments in accordance with these Terms and Conditions.

Mondays to Sundays, between 00:00 and 24:00, the Participants will be able to obtain additional information regarding the Promotion and the Terms and Conditions, by calling the number 100.

## **PURPOSE, DURATION, TERRITORY**

The Promotion is operating under the laws of Ghana and will be promoted as a Promotion for all pre-paid subscribers of MTN Ghana. The Promotion is going to develop under these Terms and Conditions and during the Time of Promotion.

The Promotion is organized and implemented across Ghana.

## **LEGIBILITY**

Subject to meeting all terms and conditions set out herein, all individuals, residents of Ghana, who are legally capable and users of the national network of MTN Ghana on the basis of a valid subscription are eligible to become Participants. For each individual to become a Participant, such person must legally own a SIM card, or in case the subscription was registered by a legal entity, the individual behind the entity must be properly authorized to use such SIM card (provision of sufficient evidence may be required), which corresponds to the mobile number through which the Participant is registered in the promotion

For the avoidance of doubt Participant must be a natural person.

## **PROMOTION**

This is a Promotion within the meaning of relevant provisions of Ghana law to be based on Participants' knowledge, in which the Participants will take part through use of the mobile telephony services.

Participants need to subscribe on short code 5040 SMS.

## **PROMOTION REGISTRATION**

The Promotion runs every day from Beginning Date/Hour until the Finish Date/Hour. In order to become a Participant of the Promotion, the Customer needs to recharge and follow the Mobile Terminated (MT) message that will be received within one hour after recharge .

### **Promo Terms & Conditions**

**Organizing entity:** MTN

## **1. Duration & Participation**

### **1.1. Promo Period**

1.1.1. The Promotion for this current period commences from June 1, 2025 at 00:00:00 Greenwich Mean Time (GMT) until December 31, 2025. 23:59:59 GMT (COMPETITION PERIOD).

1.1.2. To become a PARTICIPANT in the Promotion the customer can join via Short Messaging Services ( SMS). To join via SMS the customer needs to recharge his mobile and answer to the following SMS incentive to send an SMS with the keyword SPIN to the short code 5040 for free. Any SMS other than HELP, POINTS, STOP/EXIT, WIN, CHANCE, INFO sent to short code 5040 (Specific keywords that will be communicated) will be considered as the user's request to join the promo according to these Terms & Conditions.

1.1.3. PARTICIPANTS are entreated to subscribe to Very Important Person (VIP) Club of the Promo. Membership to this VIP Club enables the Subscriber to gain points in order to increase their chances of winning the monthly prizes at 0.60GHS/day (inclusive of all applicable taxes) by sending the advertised Keywords to Short code 5040. Customers can purchase 20 points (GHS1), 40 points (GHS2), 100 points (GHS5), 200 points (GHS10), 400 points (GHS20), 1000 points (GHS50) and/or 2000 points (GHS100) packs by one shot, in order to increase the number of points and their chances of winning a monthly prize. All participants outside the VIP Club remain at the default promo zone called the Silver Club.

### **1.2. Re-Alignment of Promo Period And Calendar Year**

1.2.1. The current Promo Period is valid from June 1, 2025 until **31st December 2025**.

1.2.2. In 2026, the Promo Period will run from **January 1, 2026** until **December 31, 2026**.

## **2. Eligibility**

2.1. The Promotion is open to residents of Ghana only that are prepaid subscribers of MTN, who are over 18 years old, excluding all employees, representatives and agents of the ORGANIZER, their respective parents and/or affiliated companies, and those with whom any of the foregoing are domiciled. The person that owns the SIM card or has express authorization from the SIM card's owner to use it is considered the PARTICIPANT, regardless of the actual user of the phone.

## **3. Game Periods & Prizes**

3.1. The Promotion is comprised of monthly and daily prizes, with each Prize Period being independent of all others. Points accrued in a month expire at the end of that month.

3.2. For each Prize Period, the corresponding prizes will be awarded to the winners based on the following mechanism: SKILL:

The Thirty-Three (33) users with the most accumulated points on each Prize Period (EACH MONTH) from all eligible entries will be declared the winners.

3.3. To be eligible to participate in any Prize Period, the PARTICIPANT must have sent at least one PARTICIPATION SMS. To increase his points, the PARTICIPANT can subscribe to the VIP Club, receiving daily extra points for the prizes. The PARTICIPANT can also purchase points via one shot in order to compete for the prizes.

**Play for Free Zone:** All users may enter the promotion for free, sending the keyword SPIN to 5040.

**Premium Zone:** PARTICIPANTS also have the opportunity to opt in for VIP in order to win higher incentive prizes. The Subscription will have a cost of Ghs0.60 per day. Furthermore, subscribing to VIP Club will give 10 points per day.

Once the PARTICIPANT subscribes the Premium Zone and/or purchases points, he/she will be eligible to participate also in the Winner Selection.

3.4. For each Prize Period, a specific number of prizes is available, as defined in the table below:

Number of Winners	Ranking Order	Prize Description
1	Highest Point earner	GHS30,000
4	2 <sup>nd</sup> – 5 <sup>th</sup> Highest point earner	GHS 4,000
5	6 <sup>th</sup> – 10 <sup>th</sup> Highest point	GHS 1,000
23	11 <sup>th</sup> – 33 <sup>rd</sup> Highest points	GHS 100

3.5. Prizes must be accepted as awarded, cannot be exchanged for other prizes and may not be transferred or exchanged. Prizes will be delivered within 180 days from the month in which the customer wins the prize. , at a time and place that will be made known within 14 days from the end of the Prize Awarding Date. Prize Awarding Date refers to the month in which the participant wins the prize.

#### 4. Game & Points

4.1. The first SMS sent to 5040 with specific keywords, subscribes the user to the Promotion and it is called the registration SMS. In response to the registration SMS the user will receive the following;

- Welcome message
- 10 points per every successful renewal at Ghs0.6 daily.

4.2. Participants can purchase points via one shot actions to increase their points for the next monthly prizes. The number of points and cost depends on the keyword sent by the participant:

Keyword	Points Gained	Amount Billed
WIN20	20	GHS1
WIN40	40	GHS2
WIN100	100	GHS5
WIN200	200	GHS10

## Public

WIN400	400	GHS20
WIN1000	1000	GHS50
WIN2000	2000	100GHS

4.3. At any time during the Promotion Period, a PARTICIPANT may receive an INVITATION SMS to a special challenge that offers him bonus points.

4.4. Spins are awarded upon mobile recharges equal or greater than GHS1, if the user is subscribed to Spin the Wheel, he will be awarded with gold spins for his recharges, if the user is not subscribed, he will be awarded silver spins.

## 5. Cost & Subscription

5.1. All participations with the keywords SPIN, HELP, INFO, POINTS, EXIT from MTN subscribers to 5040 are FREE (and do not award points to users). Then, every PARTICIPATION SMS sent from an MTN subscriber to the short code 5040 is billed (the amount depends on the keyword sent).

5.2. The SUBSCRIPTION SMS to the premium leg successfully received from the short code 5040 is charged at GHS0.6/day inclusive of all taxes.

5.3. In case a SUBSCRIBER does not have sufficient credit to receive the SUBSCRIPTION SMS on a specific day, NO extra points will be awarded. On successful daily charging at GHS0.6/day in the premium leg, 10 points will be awarded.

5.4. VIP Club Subscribers can terminate their participation, by sending "STOP", free of charge, to 5040.

5.5. PARTICIPANTS can get more information about the promotion by sending "INFO" to the competition's short code 5040.

5.6. PARTICIPANTS can get to know their points by sending "POINTS" to the competition's short code 5040.

## 6. Winner selection, notification and prize forfeiture

6.1. After the end of a Prize Period, winners will be selected (as specified in section 3).

6.2. Winners will be selected from all prize categories on a monthly basis. Each month will reward a total of Thirty-Three winners.

6.3. Every monthly winner will be contacted by the ORGANIZER on the mobile phone number he or she used to participate in the Promotion. The



ORGANIZER will attempt to contact the winner at least 3 times a day over a period of 1 week, between the hours of 9am and 6pm.

Daily winners will be contacted by the ORGANIZER 3 to 7 days upon RECEIVING SMS NOTIFICATION over a period of 1 week, between the hours of 9am and 6pm. If the winner cannot be reached via the contact details provided during this period,(s)he is disqualified and forfeits the prize and the ORGANIZER will attempt to contact the next runner up.

6.4. The winner is required to provide proof of SIM ownership and sign a prize acceptance form (as requested by the ORGANIZER) before prizes can be collected. If the winner fails to provide sufficient proof within that period, he or she is disqualified and forfeits the prize and the next runner-up is contacted.

6.5. If the winner has any outstanding debts towards the ORGANIZER, these need to be settled within 3 days from being contacted by the ORGANIZER. If outstanding debts are not settled within that period, the winner forfeits the prize.

6.6. Prizes will be dispatched to winners' preferred MTN branches and winners will be contacted once again to go for their prizes. If a winner fails to redeem his/her prize within 2 weeks from the date of contact, the next in order of ranking will be selected to claim the prize.

6.7. If the winner and all runners-up forfeit the prize, the prize is deemed unclaimed and remains at the disposal of the ORGANIZER.

6.8. By accepting a prize, a winner consents to the use of his first name, initial of last name, city of residence, photograph and likeness in any promotional material produced by the ORGANIZER. Such use does not entitle the winner to any further compensation.

6.9. Each PARTICIPANT (physical person or Mobile Station International Subscriber Directory Number. (MSISDN) is entitled to receive only one prize per prize category (defined in 3.4).

6.10. If one or more of the winners isn't able to receive his prize, the next users will move up on the prize awarding table (ex: if the user who wins the first prize isn't eligible to win, the second user takes his place – provided he's eligible -, the third user moves to second place, and so on until the thirtieth user). In order to deliver all prizes, runner ups will be selected once it's determined the number needed to award all the prizes.

6.11. All cash rewards will be paid via MTN Mobile Money

6.12. All MTN Customers who earn cash rewards without Mobile Money accounts will be given two weeks moratorium to register MTN Mobile Money. Such customers automatically forfeit their prizes if they fail to register for MTN Mobile Money after the expiration of the two weeks moratorium. At the discretion of MTN, this moratorium may however be extended for MTN

Customers with genuine and acceptable reasons. This will be handled on a case-by-case basis.

6.13. In case of tie in points during the monthly winner ranking/selection process, priority will be given to MTN Customers with longer tenure.

6.14. In case there is tie in tenure, previous three months Average Revenue Per User ARPU will be used to select a winner

**6.15** A participant can win cash reward of Thirty Thousand Cedis (GHS30,000.00) only once in a promo period.

For the avoidance of any doubt, whereas a calendar year starts from January 1 and ends on December 31 of the same year, Promo Period simply refers to the duration of the Promotion and it is distinct from a calendar year.

6.16 A Participant will be relegated to the 2nd position and be rewarded with a cash of Four Thousand Ghana Cedis (GHS4,000) instead when he or she wins Thirty Thousand Cedis for the second time within the same year.

6.17. Winners will be notified only by MTN authorised personnel and via the number 0244 300 000

## **7. Abuse and disqualification**

7.1. PARTICIPANTS are not allowed to use machines that send automatic SMS or automate/facilitate the answer process or any other alternative of sending SMS messages, other than the mobile phone (this prohibits the use of any Global System for Mobile communications. ( GSM )modems attached to a computer or mobile phones attached to a computer). The ORGANIZER has the right to disqualify any PARTICIPANT under suspicion of breaking this obligation.

7.2. The mobile App portal of MTN Spin the Wheel which used to be an alternative channel to participate and win daily instant prizes, ceased to be valid and operational from February 1, 2018. This has been replaced with the MTN HOTTSEAT App. All promo subscribers using the old mobile App are kindly entreated to delete the App from their phones because any purported feedback from the App will be considered invalid. The MTN HOTTSEAT App has subsequently ceased to be valid and operational from November 1, 2022.

7.3. Effective October 1 2021, any Spin the wheel participant who reverses airtime purchase will be excluded from winner rankings for the month and all the accrued points will be nullified.

7.4 Effective February 1 2025, all MTN numbers used as Master account numbers for MTN GROUP SHARE Accounts are exempted from winner rankings.

## **8. Organizer's responsibilities**

8.1. ORGANIZER's responsibility is strictly limited to giving the Prizes. The ORGANIZER cannot be held responsible for any delay or impossibility of sending or receiving SMS messages because of a technical problem. All the SMS messages will be considered received by the ORGANIZER when they are registered in the Promotion's IT system and not when they are sent by the PARTICIPANT. All the SMS messages will be considered received by the PARTICIPANT at the moment they were sent from the COMPETITION's IT system. PARTICIPANTS recognize and accept that the journal of the informatics system of the COMPETITION's IT System is the proof of the date, hour, minute and second of their receiving/ sending each SMS message.

## **9. Personal Data Protection**

9.1. By participating in the Competition, the Participants expressly agree that personal data which they supply shall be processed by the Organizer for the purposes of executing the Competition and also for the purpose of publicizing the Competition and the Organizer. It is hereby specified that the Organizer guarantees that publicity, entailing the sharing with third parties of personal data supplied as a result of participation in the Competition, (including through television, the press, leaflets and other means and formats of communication) shall be made only with respect to the winners of the Prizes and will only indicate the given names and surnames of the winners, the location of their place of residence, their images and voices (contained in photographic records, audio, video and other types of records, made with the purposes of publicity connected to the Competition). The winning Participants give, through their participation in the Competition, express consent for the use of this data in formats herein defined. Following the termination of the Competition, the personal data will be destroyed.

9.2. In accordance with local laws and regulations, the Organizer respects the privacy of Participants of this Promotion, by which it is committed to the use of technology in a transparent form and in strict observance of the rights, freedom and guarantees of the citizens and by the reservation of the intimacy of their private and family life. The personal data collected within the scope of this Promotion will be treated as private and confidential. It shall not be disclosed to other individuals or organizations, except in the event of legislation to the contrary or where the Participants themselves authorize such. The data will be stored on servers with access controlled on a need-to-know basis and limited by passwords.

## **10. Governing Law & Amendments**

10.1. This COMPETITION is organized under and governed by the laws and statutes of Ghana.

10.2. These Terms & Conditions are valid during the Promotion Period until amended or suspended by the ORGANIZER.

## **AMENDMENTS**

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 Time of Promotion. All amendments to the Terms and Conditions are effective from the time of their posting on the Promotion Website, except of any critical amendments of the Terms and Conditions of which the Participants will also be informed by SMSs.

It is the responsibility of Participants to familiarize themselves with these terms and conditions and any amendments to the Terms and Conditions, when they are posted on the Promotion Website.

If the Organizer suspends or interrupts the Promotion, a simple announcement in this matter will be posted on the Promotion Website. By such an announcement, the Promotion may be suspended or interrupted and no interested party, including the Participants, will have a right to seek compensation or demand 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**

The Organizer is the data controller of Participants' personal data, in 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.

11.1