

## MTN GHANA – SWIPE & WIN TERMS AND CONDITIONS

### 1. INTRODUCTION

The interactive game titled Swipe & Win (hereinafter referred to as the “Swipe and Win Promo”) is organized by Scancom PLC (MTN Ghana), a company operating in the mobile network operations and communications sector (hereinafter referred to as the “Organizer”).

These Terms and Conditions which are posted on the game portal and MTN Ghana website define and set the participation rules of the Swipe and Win Promo and determine the Winners of the game. Participation in the Swipe and Win Promo constitutes express and unconditional acceptance of these Terms and Conditions in full.

### 2. DEFINITION AND INTERPRETATIONS

“Short Message Service or SMS” means a service provided by means of a text message to the Customer's Handset either at the request of the Customer or via a pre-configured batch process.

“Terms and Conditions” means these terms and conditions governing the participation in the Swipe and Win Promo, as may be amended from time to time by the Organizer.

“USSD” means Unstructured Supplementary Service Data as defined in the European Standard institute structure of specifications.

“Swipe and Win Promo” means the interactive trivia-based promotional game organized by the Organizer as described in these Terms and Conditions.

“Swipe and Win Promo Website” means the official website or web portal designated by the Organizer for the Swipe and Win Promo, accessible via <https://swipeandwinpromo.mtn.com.gh> or any other URL communicated by the Organizer.

“Participant” means an eligible MTN Subscriber who has successfully opted into the Swipe and Win Promo and is participating in accordance with these Terms and Conditions.

## Public

“MTN Subscriber” means any individual with an active MTN Ghana mobile line, whether prepaid or postpaid, registered in accordance with applicable laws and regulations.

“Winner” means a Participant who has been selected and confirmed by the Organizer, in accordance with the Prize selection criteria, as eligible to receive a Prize.

“Organizer” means Scancom PLC (MTN Ghana), the entity responsible for organizing, administering, and managing the Swipe and Win Promo.

“MSISDN” (Mobile Station International Subscriber Directory Number)” means a number of uniquely identifying a subscription in a GSM, CDMA or UMTS mobile network and the unique identifier of the Mobile Money Account of a beneficiary.

“Active Service User” means a Participant who has an active subscription to the Swipe and Win Promo, has not opted out, and meets the eligibility and participation requirements during the relevant Prize period.

“Prize” means any reward, benefit, cash amount, product, or item awarded to a Winner under the Swipe and Win Promo, as specified in these Terms and Conditions.

The clause headings in these Terms and Conditions have been inserted for convenience of reference only and shall not be taken into consideration in its interpretation.

Words and expressions defined in any clause will for the purpose of these Terms and Conditions, bear the meaning assigned to the words and expressions in that term/condition.

Any reference to the singular includes the plural and vice-versa.

Any reference to the natural person includes the legal person and vice-versa and references to any gender includes references to the other gender.

### 3. THE SWIPE AND WIN PROMO

This Swipe and Win Promo is exclusively a knowledge and intellectual trivia quiz contest, where Participants play by answering ten (10) true or false questions.

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Players earn points for correct answers and can win Prizes daily, weekly, quarterly, and the grand Prize. The Swipe and Win Promo is available through SMS, USSD and web platforms.

#### 4. ELIGIBILITY

An MTN Subscriber, whether postpaid or prepaid, who has reached the age of eighteen (18) years and has the legal capacity to participate (hereinafter referred to as the “Participant”), is eligible to participate in the Swipe and Win Promo.

#### 5. DURATION

The game begins on 27<sup>th</sup> April 2026 and ends on 31<sup>st</sup> October 2026.

Participants can join the Swipe and Win Promo during this period. Participants can opt into the Swipe and Win Promo for free. Thereafter, a daily subscription fee of GHS 1.5 will apply. By continuing to play after the free period, Participants agree to the daily charge until they opt-out or the Swipe and Win Promo ends.

#### 6. HOW TO JOIN THE GAME

Channel	Step	Action	Response
Via SMS	1	Send SMS with keyword GO to short code 5030.	User is asked to send keyword Y to confirm intention to opt-in to the service.
	2	Send keyword Y to confirm intention to opt-in.	User opts in for free and receives: 10 points and 1 game credit for the daily quiz.
Via USSD	1	Dial USSD command *5030#.	USSD Menu appears with options: 1. Subscribe, 2. Info, 3. Points, 4. Exit.
	2	Select 1 (Subscribe).	User opts in for free and receives: 10 points and 1 game credit for the daily quiz.
Via Web	1	Visit <a href="https://swipeandwinpromo.mtn.com.gh">https://swipeandwinpromo.mtn.com.gh</a>	User clicks on button Subscribe
	2	Follow steps for registration and opt-in.	User opts in for free and receives: 10 points and 1 game credit.

## 7. HOW TO BUY ON-DEMAND GAME CREDITS

To continue playing the Swipe & Win Promo, you can purchase additional on demand game credits. Here's how:

Step	Action	Response
Via SMS	After using your credits, send SMS with relevant keyword to short code 5030.	<p>Available options:</p> <ul style="list-style-type: none"> <li>• Keyword M: Cost GHS 3 awarding 1 game credit and 10 points.</li> <li>• Keyword L: Cost GHS 50 awarding 50 game credits and 1,000 points.</li> <li>• Keyword X: Cost GHS 100 awarding 100 game credits and 2,000 points.</li> </ul> <p>Following a successful transaction, users will receive a confirmation SMS. If the transaction fails, an 'Insufficient Balance' SMS will be sent.</p>
Via USSD	Dial *5030#.	<p>Select "Buy On-Demand" and proceed with selection:</p> <ul style="list-style-type: none"> <li>• Basic Plan: Cost GHS 3 awarding 1 game credit and 10 points.</li> <li>• Bulk Plan A: Cost GHS 50 awarding 50 game credits and 1,000.</li> <li>• Bulk Plan B: Cost GHS 100 awarding 100 game credits and 2,000 points.</li> </ul> <p>Following a successful transaction, users will receive a confirmation SMS. If the transaction fails, an 'Insufficient Balance' SMS will be sent.</p>
Via Web	Visit the MTN Swipe & Win Promo website.	<p>From My Account page select "Buy On-Demand" and select payment method (Airtime or MoMo). Then user can select plan:</p> <ul style="list-style-type: none"> <li>• Basic Plan: Cost GHS 3 awarding 1 game credit and 10 points.</li> <li>• Bulk Plan A: Cost GHS 50 awarding 50 game credits and 1,000.</li> </ul>

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		<ul style="list-style-type: none"> <li>• Bulk Plan B: Cost GHS 100 awarding 100 game credits and 2,000 points.</li> </ul> <p>Following a successful transaction, users will receive a confirmation SMS. If the transaction fails, an 'Insufficient Balance' SMS will be sent.</p>
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8. HOW TO BUY EXTRA POINTS

If you wish to buy extra points for the Swipe & Win Promo, follow these steps:

Step	Action	Response
Via SMS	Send SMS with the keyword to short code 5030.	<p>Available options:</p> <ul style="list-style-type: none"> <li>• Keyword A: Cost GHS 1.5 awarding 50 points.</li> <li>• Keyword B: Cost GHS 50 awarding 2,000 points.</li> <li>• Keyword C: Cost GHS 100 awarding 4,000 points.</li> </ul> <p>Following a successful transaction, users will receive a confirmation SMS. If the transaction fails, an 'Insufficient Balance' SMS will be sent.</p>
Via USSD	Dial *5030#	<p>Select "Extra Points" and proceed with selection:</p> <ul style="list-style-type: none"> <li>• Basic Plan: Cost GHS 1.5 awarding 50 points.</li> <li>• Bulk Plan A: Cost GHS 50 awarding 2,000 points.</li> <li>• Bulk Plan B: Cost GHS 100 awarding 4,000 points.</li> </ul> <p>Following a successful transaction, users will receive a confirmation SMS. If the transaction fails, an 'Insufficient Balance' SMS will be sent.</p>

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Via Web	Visit the Swipe & Win Promo Website.	From My Account page select "Extra Points" and select payment method (Airtime or MoMo). Then user can select plan:
		<ul style="list-style-type: none"> <li>• Basic Plan: Cost GHS 1.5 awarding 50 points.</li> <li>• Bulk Plan A: Cost GHS 50 awarding 2,000 points.</li> <li>• Bulk Plan B: Cost GHS 100 awarding 4,000 points.</li> </ul> <p>Following a successful transaction, users will receive a confirmation SMS. If the transaction fails, an 'Insufficient Balance' SMS will be sent.</p>

9. HOW DO I OPT-OUT?

To stop participating in the Swipe & Win Promo, you can opt-out at any time:

Method	Action	Response
Via SMS	Send the keyword "STOP" to short code 5030.	Users will receive a confirmation SMS notifying them that they have successfully opted out of the service, and they will no longer be eligible to participate in the Game or receive further notifications.
Via USSD	Dial *5030# and select the "Unsubscribe" option.	
Via Web	Visit the Swipe & Win Promo Website and navigate to the "My Account" page.	Users can select the "Opt-out" option, and a confirmation message will be displayed.

10. GENERAL RULES

During the Swipe and Win Promo, the Participant may receive informative messages about the Swipe and Win Promo, subscription renewal, game credits available or other useful information on the game.

The Participant is strictly prohibited from:

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- Using electronic equipment that allows him/her to participate with multiple connection numbers (MSISDNs) simultaneously.
- Using multiple MSISDN accounts with multiple access points.
- To disclose and/or publish on any websites, forums, social media, etc., information relating to his/her participation in the game, including:
  - collected questions and answers,
  - other information that could influence the participation of other participants.
- Use of computer software or/and hardware (including, but not limited to, modems, algorithms, bots, etc.) that could potentially provide an unfair advantage over other Participants.

If even one of the above reasons is established, the Organizer has the right to exclude the Participant from the Swipe and Win Promo. In this case, the Participant has no claim against the Organizer for the credits she has paid, as well as for any Prize she may have won up to that point.

### 11. TECHNICAL CONDITIONS

To participate in the game, the following technical conditions are recommended:

- (i) Internet access: a stable internet connection (4G or WiFi) with a minimum bandwidth of 100 Mbps and a speed of 50 Mbps.
- (ii) End-user device: a smartphone, desktop or tablet. For smartphones and tablets, the operating system must be iOS 15 or later or Android 13 or later. The use of virtual machines for the game is not permitted.
- (iii) Web browser: The latest version of Chrome, Safari or Mozilla Firefox with cookies and JavaScript enabled.
- (iv) Firewall: The firewall must be deactivated.
- (v) Device Performance: The device should have sufficient processing power and memory to run the game smoothly. A minimum Dual Core processor, RAM 8 GB and ROM 256 GB is recommended.
- (vi) Software Updates: It is recommended to keep your device's operating system and browser updated to the latest version to avoid compatibility issues.

The Swipe and Win Promo website and system have been designed to ensure that Participants who meet the required technical conditions can take part in the game without the outcome being influenced by external factors, such as the type of enduser device, the quality of the computer network or internet connection.

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If the Swipe and Win Promo is fully interrupted due to network issues (e.g. a network outage), the Participant does not lose the quiz credits used during the interrupted quiz round and will have the opportunity to replay the quiz by answering the next set of questions. Partial network disruptions lasting only a few milliseconds have no impact on the outcome of the Swipe and Win Promo.

The Organizer shall not be liable for failure to access the website and/or participate in the Swipe and Win Promo. In particular, the Organizer shall not be liable for:

- external software and tools that are used to access the website and/or participate in the Swipe and Win Promo, in particular if the damage is caused by the failure of the end device, data communications system or telecommunications infrastructure used,
- the actions of third parties for which the Organizer is not responsible,
- lack of access to the website and the Swipe and Win Promo due to force majeure.

### 12. CHARGES AND COSTS

Charge Type	Cost	Payment Method
Opt-in to the Service	Free	
Daily Subscription Fee	GHS 1.5/day	Airtime
Extra Game Credit Purchase	GHS 3 GHS 50 GHS 100	Airtime, MoMo
Extra Points Purchase	GHS 1.5 GHS 50 GHS 100	Airtime, MoMo

If a Participant does not have sufficient balance, the daily renewal will not proceed. In such cases, the Organizer will attempt renewal daily on fallback charges for subscription renewal for the Participant.

Fallback charges for subscription renewal in cases of insufficient balance will be as follows:

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- GHS 1.00: 8 points and 1 game credit
- GHS 0.50: 5 points and 1 game credit.

These attempts will continue until the balance is sufficient for the subscription fee.

### 13. PRIZE STRUCTURE AND WINNER SELECTION

Prize Type	Winners	Prize	Awarding Methodology	Eligibility
Daily Prize	1 Winner per day	1,000 GHS via MoMo (automated)	Draw (each point = 1 entry)	1st top-up of the month or opted-in or renewed on that day.
Weekly Prize	3 Winners per week	3,000 GHS (1st), 2,000 GHS (2nd), 1,000 GHS (3rd)	Top scorer (based on points)	Active service user during that week.
Quarterly Prize	1 Winner	Hyundai Tucson	Top scorer (based on points)	Active service user during that period.
Mid-Year Prize	1 Winner	500,000 GHS cash	Draw (each point = 1 entry)	Active service user during the 6-month period.

Each Participant is entitled to receive only one Prize per prize type for the entire duration of the campaign period.

Participants and/or Winners are solely responsible for their actions and participation in the Swipe and Win Promo. After the end of the Swipe and Win Promo as well as the delivery of the Prizes, all obligations of the Organizer in relation to the Prize shall cease to exist.

In case the MTN Subscriber entitled to the Prize is a legal entity, the Prize will be awarded to a user, provided that she submits a letter from the Managing Director or the legal representative of the legal entity, stating and confirming that she is the user of the specific call number (MSISDN), otherwise it will be cancelled and she will not be entitled to the corresponding Prize.

#### 14. PRIZE FULFILLMENT

Daily Prize: The Winner will receive the Prize directly via MoMo without the need for additional contact.

Weekly Prize:

- Winners will be contacted by MTN via phone call from the number 0244300000.
- Winners must provide their details (name, address, MSISDN, etc.) to claim their Prize.
- If the Winner does not provide the necessary information within seven (7) days, the Prize will be forfeited and awarded to the next eligible participant.
- Winners will be required to sign a declaration of acceptance of the Prize.
- Prizes will be delivered within 10 working days from the date the Winner is confirmed.

Quarterly Prize

- The Winner will be contacted by MTN via phone call from the number 0244300000.
- The Winner must provide their details (name, address, MSISDN, etc.) to claim their Prize.
- If the Winner does not provide the necessary information within seven (7) days, the Prize will be forfeited and awarded to the next eligible participant.
- The Winner will be required to sign a declaration of acceptance of the Prize.
- Prizes will be delivered within 10 working days from the date the Winner is confirmed.

Grand Prize

- The Winner will be contacted by MTN via phone call from the number 0244300000.
- The Winner must provide their details (name, address, MSISDN, etc.) to claim their Prize.
- If the Winner does not provide the necessary information within seven (7) days, the Prize will be forfeited and awarded to the next eligible participant.
- The Winner will be required to sign a declaration of acceptance of the Prize.
- Prizes will be delivered within 10 working days from the date the Winner is confirmed.

## 15. ADDITIONAL PROVISIONS

The Organizer reserves the right to terminate the Swipe and Win Promo before the stated end date and will notify Participants at least 14 days before the planned termination.

The decision to end the Swipe and Win Promo will coincide with the end of the weekly Prize competition and has no effect on the competition that lasts until the end of the game. The Organizer is obliged to deliver the Prize by the first Sunday following the final day of the game, counting the Participants' points until its end.

The Prizes do not include any additional charges for taxes, which shall be borne by the Winner. The Organizer is only responsible for the provision of the specified Prizes and does not offer any other direct or indirect benefits related to them.

The Prizes are non-transferable, non-exchangeable, and cannot be substituted for any other Prize.

Prior to or during the Swipe and Win Promo and until the delivery of the Prizes to the Winners or any runners-up, the Organizer shall have the right to use the Prizes for advertising purposes without any claim on the part of the Winners.

The details of the Winners will be published on the MTN social media sites, the Website, provided that they have previously given their express written consent to their publication. In the event that a Winner does not wish to have their details published, their MTN number will be published with their four middle digits hidden.

For all Winners and Prizes the following applies:

- Winners of the Prizes will be selected using an electronic system, which ensures that there will be no human intervention in the process of selecting the Winners.
- The system will calculate the points collected and the time it took for each registered number (MSISDN) to collect them.

Providing personal data is required for participation in the Swipe and Win Promo. The Organizer will ensure that all personal data is processed in compliance with the relevant data protection laws and will only be used for purposes directly related to the Swipe and Win Promo .

## Public

For each action taken in the Swipe and Win Promo, the dialling number (MSISDN), through which the registration to the Swipe and Win Promo was made, will be registered in an electronic system, for the purpose of participation in the Swipe and Win Promo and its functions, as well as for the ranking of the Winners of the quiz. In addition to participation in the Swipe and Win Promo, the records which will be kept of the Participants' MSISDNs will constitute full proof of participation in the quiz game, its validity, and the MSISDN from which it originated.

Participant data will be processed in accordance with the relevant legislation, for the following purposes:

- To conduct the Swipe and Win Promo, specifically to award the Prize, verify that the Participant meets these Terms and Conditions, request for testimonials, and handle any complaints.
- To defend against or pursue legal claims.

Participant data will be processed during participation in the Swipe and Win Promo. After this period, data will be processed only for the period and to the extent permitted by law.

This Agreement shall be construed in accordance with and governed by the laws of Ghana.

These Terms and Conditions contain all covenants, stipulations and provisions agreed by the Participant and supersede all prior oral or written agreements, understandings or arrangements not expressly set forth in these Terms and Conditions. No agent or representative of the Organizer shall have the authority to make, and the Participant shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### 16. ACCEPTANCE OF TERMS AND CONDITIONS

By participating in the Swipe and Win Promo, the Participant confirms their acceptance of these Terms and Conditions. The Participant waives any right to challenge the validity of these Terms and Conditions.

For more information or assistance, please contact us at:

- Website: Visit <https://swipeandwinpromo.mtn.com.gh>
- Customer Care: 0244300000

# DATA PROTECTION AND PRIVACY NOTICE

*MTN Swipe & Win Promo*

## 1. Our Commitment

Scancom PLC (MTN Ghana) and its service delivery partner, Kunim Global Limited, (the “VAS (Value Added Services) Partner”), GU Group (“the Technical Partner”) take the privacy and security of your personal data seriously. We are committed to processing your personal data lawfully, fairly, transparently, and securely, and in accordance with the Data Protection Act, 2012 (Act 843), as well as any other applicable laws, regulations, and directives. This Privacy Notice explains how your personal data will be collected and used in connection with the MTN Swipe & Win Mega Promo.

## 2. Data Collection and Purpose Statement

In connection with the Swipe & Win Promo, we may collect and process personal data including your mobile number (MSISDN), opt-in and opt-out records, subscription and renewal records, gameplay activity, points accumulated, rankings, recharge records, on-demand purchases, mobile money details where required for prize fulfilment, complaint records, and other participation-related information. This data is collected and processed for specific, explicit and lawful purposes, including to administer the promo, confirm and manage participation, allocate points and credits, process renewals and purchases, contact winners, validate eligibility, fulfil prizes, handle complaints, prevent abuse of the promo, and comply with legal or regulatory requirements. In line with Act 843, we will only process personal data that is relevant and not excessive for these purposes, and any further processing will be carried out only where it is compatible with the original purpose of collection or otherwise permitted by law.

We process your personal data only for specific, explicit, and lawful purposes, including to:

1. Register and manage your participation in the Swipe & Win Mega Promo
2. Allocate points, rankings, rewards, and credits
3. Process subscriptions, renewals, and in-promo purchases
4. Contact winners and verify eligibility
5. Fulfil prizes, including via Mobile Money where applicable
6. Prevent fraud, abuse, or misuse of the promotion
7. Handle complaints, disputes, and customer enquiries
8. Comply with legal, regulatory, audit, and record-keeping requirements

### 3. Lawful Basis and Notice to Participants

The lawful basis for processing your personal data is that such processing is necessary for the performance and administration of the Swipe & Win Mega Promo Terms and Conditions, to which you become subject when you opt in and participate in the promo. Processing may also be undertaken where necessary to comply with applicable legal and regulatory obligations or for the establishment, exercise or defense of legal claims. In accordance with Act 843, MTN Ghana will take reasonable steps to ensure that Participants are aware of the nature of the personal data being collected, the purpose for which it is collected, and, where applicable, the parties to whom it may be disclosed for legitimate promo administration purposes.

MTN Ghana relies on the following lawful bases under the Data Protection Act, 2012 (Act 843):

- **Performance of a contract:**  
Processing necessary to administer the promotion in line with the Promo Terms and Conditions once you opt in
- **Legitimate business interests:**  
Processing necessary to ensure promo integrity, prevent fraud, and resolve disputes, balanced against your rights and interests

Where communications or activities require consent under applicable law, you will be informed and given a choice.

### 4. Data Sharing and Disclosure

Your personal data may be shared, on a need-to-know basis, with GU Group as MTN Ghana's Technical partner supporting the Swipe & Win Mega Promo platform and related technical integrations, and with regulators, law enforcement agencies, payment service providers, professional advisers or other authorized third parties where disclosure is required by law, reasonably necessary for promo administration, prize fulfilment, complaint handling, fraud prevention, audit, or regulatory compliance. Any such sharing will be limited to what is necessary for the relevant purpose, and appropriate contractual, organizational or technical safeguards will be applied to protect your information.

We may share your personal data, **only on a need-to-know basis**, with:

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- Technical and service partners supporting the promo platform
- Payment service providers for prize fulfilment
- Regulators, law enforcement agencies, or courts where required by law
- Professional advisers (e.g. auditors or legal advisers) for compliance purposes
- Appropriate contractual, technical, and organizational safeguards are applied to all such disclosures.

### 5. Security, Integrity and Retention

MTN Ghana is committed to safeguarding your personal data and will implement appropriate technical and organizational measures to protect your information against loss, unauthorized access, misuse, alteration or unlawful disclosure. These measures may include access controls, system monitoring, secure integrations, role-based restrictions, and periodic reviews of security safeguards in line with Act 843. Where MTN Ghana becomes aware of a security compromise affecting personal data, appropriate steps will be taken in accordance with applicable law to contain the incident, restore system integrity and address any notification obligations that may arise. Personal data will be retained for the duration of your participation in the Swipe & Win Mega Promo and thereafter only for so long as is reasonably necessary for lawful business purposes, complaint resolution, audit, winner verification, dispute management, record keeping, or as otherwise required or permitted by law.

MTN Ghana implements appropriate technical and organisational security measures to protect your personal data, including:

- Access controls and role-based permissions
- Secure system integrations and monitored platforms
- Audit logging and system monitoring
- Periodic security and privacy reviews

If a personal data breach occurs, MTN Ghana will take prompt steps to contain it and comply with any notification obligations under applicable law.

### 6. Your Rights as a Data Subject

Subject to the Data Protection Act, 2012 (Act 843), you have the right to request confirmation as to whether MTN Ghana holds personal data relating to you, to request

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access to the nature of that data and the identity of third parties who may have received it, and to request correction, updating, deletion or destruction of personal data that is inaccurate, irrelevant, excessive, out of date, incomplete or misleading. You may also object to or request restriction of certain processing in appropriate circumstances, and you have the right not to be subject to unfair or solely automated decision-making where applicable. To exercise your rights or make any privacy-related enquiry, you may contact MTN Ghana's Data Privacy Team at [data.privacy.gh@mtn.com](mailto:data.privacy.gh@mtn.com). Requests will be handled in accordance with Act 843 and MTN Ghana's applicable privacy procedures.

Under the Data Protection Act, 2012 (Act 843), you have the right to:

- Request confirmation that we hold personal data about you
- Request access to your personal data and information about how it is used
- Request correction or updating of inaccurate or incomplete data
- Request deletion or destruction of data that is excessive or no longer required
- Object to or request restriction of certain processing
- Not be subject to unfair or solely automated decision-making that produces legal or significant effects

To exercise your rights, contact:

 [data.privacy.gh@mtn.com](mailto:data.privacy.gh@mtn.com)

Requests are handled in line with MTN Ghana's privacy procedures and statutory timelines.

## 7. Publication of Winners and Prize Fulfilment

Where you are selected as a winner, MTN Ghana may process your personal data to verify your eligibility, contact you, validate your participation, and deliver your prize, including through Mobile Money where applicable. Where winner information is published for transparency and promotional purposes, MTN Ghana will do so in a manner considered appropriate and proportionate and may use masked identifiers where full disclosure is not necessary or where this is required to protect the privacy of the winner.

## 8. Opt-Out and Contact

You may opt out of the Swipe & Win Mega Promo at any time by sending STOP to short code 5030, using the unsubscribe option through the relevant USSD flow, or opting out through the promo web portal. Opting out will stop further participation and related promotional notifications, but MTN Ghana may still retain certain records where necessary for lawful business, regulatory or dispute-resolution purposes. For more information on MTN Ghana's privacy practices, please contact [data.privacy.gh@mtn.com](mailto:data.privacy.gh@mtn.com).

You may opt out of the Swipe & Win Mega Promo at any time by:

- Sending **STOP** to **5030**
- Using the unsubscribe option via the relevant USSD flow
- Opting out through the promo web portal

Opting out ends further participation and promotional communications, but certain records may still be retained for lawful and regulatory purposes.

## International Data Access and Transfers

Your personal data is primarily collected and processed in **Ghana**.

However, MTN Ghana's technical and platform support partners engaged in the delivery of the Swipe & Win Mega Promo are **located outside Ghana**. As a result, authorised personnel of these partners may **access, store, or process personal data from locations outside Ghana** for operational, technical support, system maintenance, or incident-resolution purposes.

Where your personal data is transferred to, accessed from, or processed in a country outside Ghana, MTN Ghana ensures that:

- The transfer is **lawful and permitted** under the Data Protection Act, 2012 (Act 843);
- The data is accessed **strictly on MTN Ghana's documented instructions**;
- **Contractual safeguards** are in place to require confidentiality, purpose limitation, and appropriate levels of data protection; and
- **Technical and organisational security measures** are implemented to protect your personal data against unauthorised access, loss, or misuse during cross-border processing.

MTN Ghana remains responsible for the protection of your personal data at all times, regardless of where it is accessed or processed.