Public

MTN AUDIO ADS – TERMS & CONDITIONS

1. INTRODUCTION

1.1 MTN Audio Ads (hereinafter referred to as the "Service") is provided by Scancom PLC ("MTN Ghana") in partnership with Adtones Limited.

1.2 These Terms and Conditions define and govern participation in the Service and set out the rules applicable to all Participants. Participation in the Service constitutes full, unconditional, and irrevocable acceptance of these Terms and Conditions.

2. DEFINITIONS AND INTERPRETATION

2.1 "Subscriber" means any individual with an active MTN Ghana mobile number registered in accordance with applicable laws and regulations.

2.2 "Participant" means an eligible MTN Ghana Subscriber who has successfully opted into the Service.

2.3 "MSISDN" means a mobile number uniquely identifying a subscriber on the MTN Ghana network.

2.4 "Service" means the MTN Audio Ads service as described in these Terms and Conditions.

2.5 "Loyalty Points" means rewards earned by Participants for listening to qualifying Audio Adverts.

2.6 "Audio Advert" means any advertising content delivered during call connection time.

2.7 Words importing the singular include the plural and vice versa. Any reference to a person includes a legal entity and vice versa.

3. THE SERVICE

3.1 The Service enables Participants to receive audio advertising messages during the call connection phase when making outgoing calls.

3.2 Instead of a standard ringback tone, Participants may hear an Audio Advert while waiting for the called party to answer.

3.3 Participants may earn Loyalty Points for listening to Audio Adverts, subject to system rules and eligibility criteria.

4. ELIGIBILITY

4.1 Participation in the Service is restricted to MTN Ghana prepaid Subscribers. Postpaid Subscribers, Merchant numbers, Momo Agents, Retailers, Credit Transfer Agents and MTN Employees are not eligible to participate in this Service.

4.2 To participate, a Subscriber must:

4.2.1 Have an active prepaid MTN Ghana mobile number;

4.2.2 Be duly registered in accordance with regulatory requirements; and

4.2.3 Successfully opt into the Service.

4.3 MTN Ghana reserves the right to determine and modify eligibility criteria at any time without prior notice.

5. DURATION

5.1 The Service is effective from 23RD November 2026 until otherwise communicated by MTN Ghana.

5.2 MTN Ghana reserves the right to suspend, modify, or terminate the Service at any time.

6. HOW TO JOIN, PARTICIPATE AND OPT OUT

6.1 Subscription to the Service is free of charge and listening to Audio Adverts is free; however, standard call charges apply in accordance with MTN Ghana's tariffs.

6.1.1 Participants may join the Service via USSD as follows:

6.1.1.1 Step 1: Dial *528#

6.1.1.2 Step 2: Select Option 1 – Opt In

6.1.1.3 Step 3: A USSD prompt will appear requesting acceptance of the Service Terms and Conditions. A link to view the full Terms and Conditions will also be displayed.

6.1.1.4 Step 4: Select Option 1 – Accept to proceed

6.1.1.5 Step 5: A second confirmation prompt will appear requesting consent to receive advertising messages via the Service.

6.1.1.6 Step 6: Select Option 1 – Accept to confirm.

6.2 Upon successful completion:

6.2.1 The Subscriber will be enrolled as a Participant; and

6.2.2 The Participant will begin receiving Audio Adverts during outgoing calls.

6.3 Participation remains active until the Participant opts out.

6.3.1 Participants may opt out of the Service at any time via USSD as follows:

6.3.1.1 Step 1: Dial *528#

6.3.1.2 Step 2: Select Option 2 – Opt Out

6.3.1.3 Step 3: A confirmation prompt will appear asking the Participant to confirm the opt-out request.

6.3.1.4 Step 4: Select Option 1 – Accept to confirm.

6.3.1.5 Step 5: The opt-out request will be accepted and confirmed by SMS.

6.3.2 Upon successful opt-out:

6.3.2.1 The Participant will no longer receive Audio Adverts; and

6.3.2.2 No further Loyalty Points will be earned after the opt-out has been completed.

7. HOW THE SERVICE OPERATES

7.1 After subscription to the Service, Audio Adverts will be delivered during call connection time.

7.2 Audio Advert delivery is dependent on system logic, campaign availability, and targeting criteria; as such, not all outgoing calls will trigger an Audio Advert, and the duration and frequency of the Audio Adverts may vary.

7.3 MTN Ghana does not guarantee that Participants will receive adverts on every call.

7.4 Notice of changes to these Terms and Conditions shall be communicated via MTN Ghana official channels.

8. HOW REWARDS ARE EARNED

8.1 Participants may earn Loyalty Points subject to the following conditions:

- 8.1.1 Where a Participant listens to an eligible Audio Advert for at least six (6) seconds, MTN Ghana will credit 200 Loyalty Points to the Participant's MTN Ghana account, provided the Participant remains opted in to the Service.
- 8.1.2 Receiving or hearing an Audio Advert is not guaranteed on every call and will depend on the targeting criteria, availability ofadvertisements, and the mechanics of each specific campaign.
- 8.1.3 Audio Advert listens and rewards may also be capped in accordance with the applicable Service mechanics.

8.2 MTN Ghana and its partner reserve the right to vary the Loyalty Points earnable under the Service from time to time, in line with applicable commercial, operational, or service considerations.

8.3 Loyalty Points earned by a Participant will be credited within five (5) business days of the qualifying Audio Advert being listened to.

8.4 All system-generated logs shall serve as final and binding proof of participation and reward allocation.

9. GENERAL

9.1 Participants are strictly prohibited from generating artificial or repeated calls to earn rewards, using multiple MSISDNs to exploit the Service or using automated tools, bots, or scripts.

9.2 In the event that any abuse is detected, or where MTN Ghana reasonably determines or suspects that a Participant is attempting to manipulate, cheat, or abuse the Service, MTN Ghana reserves the

right to disqualify the Participant, suspend or terminate the Participant's access to the Service, or withhold, suspend, reverse, or forfeit any rewards granted to the Participant, in whole or in part and without prior notice, including where:

9.2.1 the Participant makes artificial, repeated, or fraudulent calls, or calls made solely to trigger Audio Adverts or earn Loyalty Points;

9.2.2 the Participant uses multiple MSISDNs to exploit the Service;

9.2.3 the Participant uses automated tools, bots, scripts, SIM boxes, or any other device or method to simulate listening or generate activity;

9.2.4 the Participant colludes with any other person to manipulate the earning of Loyalty Points;

9.2.5 the Loyalty Points were credited in error, including as a result of a system, technical, or administrative fault; or

9.2.6 the Participant has breached these Terms and Conditions or any applicable law or regulation.

9.3 The Service and features within the Service may be protected by intellectual property rights belonging to MTN Ghana or to its licensors. No license is granted to the Participant in respect of any such rights, except to the extent required for the Participant's personal use of the Service in accordance with these terms and conditions. MTN Ghana and any other MTN Ghana Product or service name are trademarks of MTN Ghana, and the Participant shall not be entitled to reproduce such marks (other than to the extent required for the Participant's personal use of the Service) without our prior written consent.

9.4 MTN Ghana provides the Service on an "as is" and "as available" basis, in the hope that Participants find it useful. MTN Ghana does not warrant that the Service will be free of errors, faults or interruptions and we shall not be liable to any Participant in connection with (but not limited to):

9.4.1 any cause beyond our reasonable control including network unavailability or failure;

9.4.2 any failure or delay in the use of or inability to use any component of the Service;

9.4.3 any loss, claim or damage including loss or corruption of data howsoever arising;

9.4.4 any acts, omissions, or defaults of any third-party vendor; and

9.4.5 any force majeure acts.

9.5 MTN Ghana shall not be liable for any indirect, incidental, special, or consequential damages, including loss of data, loss of business or profits, or personal loss, arising from or in connection with participation in the Service.

9.6 MTN Ghana's total aggregate liability to any Participant in connection with the Service shall not exceed the total value of points accrued by that Participant in the three (3) months preceding the event giving rise to the claim.

9.7 Components of the Service may be supplied to MTN Ghana by third parties and MTN Ghana makes no promises, and does not accept any liability, either express or implied as to the Service, including but not limited to its accuracy, relevance or quality.

9.8 Data Privacy and Protection: By participating in the Service, the Participant expressly agrees that personal data which they supply including but not limited to MSISDN and usage data shall be processed by MTN Ghana for the purpose of executing the Service, reward allocation, analytics and service improvement, regulatory compliance and publicizing the Service and MTN Ghana. It is hereby specified that MTN Ghana guarantees that publicity, entailing the sharing with third parties of personal data supplied as a result of participation in the Service, (including through television, the press, leaflets and other means and format of communication) shall be made only with respect to the beneficiaries of the

Service and will only indicate the given names and surnames of Participants, their images and voices, made for the sole purpose of publicity connected to the Service.

MTN Ghana may use your data for analytics to improve the program and may share necessary data with third-party vendors solely for the purpose of fulfilling rewards you have redeemed.

Your data will be handled in accordance with MTN's Data Privacy Notice (available on the Website: https://mtn.com.gh/data-protection-andprivacy-

statement/) and the Data Protection Act, 2012 (Act 843) of Ghana. You have the right to access, correct, and in certain circumstances, object to the processing of your personal data. For any privacy-related enquiries, requests, complaints, or to exercise your data protection rights, you may contact the MTN Ghana Privacy Office at data.privacy.gh@mtn.com.

9.9 Participation in the Service shall be deemed as the Participant's express consent for the use of this data in the manner herein defined. Notwithstanding the above, personal data of the Participant's will be retained by MTN Ghana in accordance with the applicable law.

9.10 MTN Ghana respects the privacy of Participants of this Service and accordingly personal data collected during this Service will be treated as private and confidential and in accordance with Data Protection laws of Ghana.

9.11 The Service is organized under and governed by the laws and statutes of the Republic of Ghana. Any dispute arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Ghana.

9.12 For any enquiries, issues, or complaints relating to the Service, Participants should contact MTN Ghana Customer Care by calling 0244 300 000, via WhatsApp on 0554 300 000, or by email at customercare@mtn.com.gh.

10.ACCEPTANCE OF TERMS

By participating in the Service, the Participant confirms that they have read, understood, and agreed to these Terms and Conditions.