

**Terms and Conditions:**  
**For conducting the promotional activity 'MTN Summer Promo' Mega Promo**

**1. Campaign**

This Competition is organized by Mobile Telephone Networks (Proprietary) Limited ("MTN Eswatini") and Going Up Interactive FZC-LLC (the "Promoter/s"). MTN Eswatini customers who subscribe to the Mega Promo service will receive a daily content message, daily points & a 5-question quiz game, awarding them with points for the prize draws.

**2. Prizes**

- 1- Daily Prize: 50 winners/ day (E5 – Telco prize 100MB with Daily Validity)
- 2- Weekly Prize 1: 2 winners/ week (One night accommodation including Breakfast, Lunch and Dinner at the Summerfield Luxury Resort for 2 people and E1,000 in cash to cover the costs of travelling to/from the resort – Total prize worth E3,500)
- 3- Weekly Prize 2: 2 winners/ week (E2,500 Grocery Voucher each)
- 4- Monthly Prize: 1 winner/ month (Two nights' accommodation including Lunch and Dinner at Cape Town and tickets to get to Cape Town, for 2 people and E500 for Uber expenses and E4,000 in cash to spent there– Total prize worth E20,000)
- 5- Grand Prize: 4 winners (E25,000 cash each – via MoMo)

**3. Campaign Period**

The Competition commences on the 01/10/2023 and will continue until the 31/12/2023 (duration 3 months).

**4. Who May Enter**

- a. To be eligible to enter, the entrant must:
  - i. Be an MTN subscriber (Pre-Paid / Postpaid).
  - ii. Participate in the daily subscription service.
  - iii. Be a natural person.
  - iv. Be 18 years or older.
- b. Subscribers can enter the promotion as many times as they wish.
- c. Participation in this Competition excludes employees, directors, members, partners, consultants, and agents of, or any other person who, directly or indirectly controls or is controlled by the Promoter/s or marketing service providers of this Competition, (and the spouses, life partners, immediate family members or business partners of the people or entities listed above. This means:
  - i. the Promoter/s;
  - ii. supplier/s of goods and or services in terms of this Competition; and
  - iii. promotional partners, printers, advertising and promotional agencies, professional advisors and point of sale staff employed by or contracted to, or providing goods or services of any kind, to all the people or entities listed above during the Competition Period.
- d. All participants of the "Smagamaga", "Walala Wasala", "Dlala Sibone", "MTN Bonanza" promotions will be able to carry on their participation to the MTN Summer Promo promotion.

- e. Winners are only entitled to win 1 (one) Prize per category type, regardless of the season/version of the promo. For example, MSISDN 7644xxxx who has been a monthly winner in version 1 won't be eligible to win in version 2 in the same category.

## 5. How to Enter

- a. During the Competition Period, the entrants that meet all the criteria referred to in clause 4.a. above must do the following to stand a chance to win:
  - i. MTN Subscribers must register to the Mega Promo subscription service by
    - Sending YES, JOIN, WIN or their aliases to 7080 for E2 / day or
    - Dialing the USSD code \*7080\*1# for E2 / day.
  - ii. By joining the Mega Promo subscription service, subscribers will receive points counting for the prizes, daily SMS content of "Did you know" facts and access to a first free 5-questions quiz game accessible via SMS.
  - iii. The Mega Promo subscription service cost is E2/day with a first Free trial equal to a calendar day for all participants.
  - iv. Subscribers may request/ purchase on demand sets of 5 questions up to 40 times/ day, by sending the keyword MORE or its aliases to 7080, at the cost of E2/ 5-questions set (or lesser amount), to play and increase their points.
  - vi. Subscribers may also request/ purchase on demand points up to 100 times/ day, by sending the keyword GO or its aliases to 7080 (E2/ SMS or lesser amount) & win 100 points upon every successful purchase.
- b. Entry by intelligent devices (e.g. modems, telemetry devices) or machines shall not be permitted for entry and will not be eligible for Prizes.
- c. Subscription:
  - i. MTN subscribers may subscribe to the daily subscription service either by sending: YES, JOIN, WIN or their aliases to 7080 or by dialing the USSD code \*7080\*1#. After the 1 calendar day Free trial has ended, the daily subscription cost is E2/ day. The subscriber will get the daily content & access to the 5-questions quiz game (via SMS).
  - ii. *Daily subscription service points:* by joining the daily subscription service for the first time, the subscriber enters the free trial period and receives 40 points, the daily content, and the 1<sup>st</sup> question of the set of 5 free questions. With the daily subscription renewal of E2, the subscriber is awarded another 40 points. In case the system finds a user with a low balance, the system will try to charge the user with E0.99 or E0.5 and will subsequently award the user with 20 points or 10 points.
  - iii. *Daily subscription service points for users who re-opt in to the service:* by re-joining the daily subscription service, the subscriber enters the free trial period, and receives the daily content. After his subscription is renewed for E2/day, the subscriber receives 100 points and the daily content, and the 1<sup>st</sup> question of the set of 5 free questions. Afterwards, with the daily subscription renewal of E2, the subscriber is awarded 40 points. In case the system finds a user with a low balance, the system will try to charge the user with E0.99 or E0.5 and will subsequently award the user with 20 points or 10 points.

- iv. *5-questions Quiz game points*: when playing the 5-questions Quiz game, the participant receives 20 points for each correct answer. Each wrong answer awards 5 points.
- v. All questions, either free or paid (on demand), expire every day at 23:59:59.
- vi. Participants enter the draws with the total points they have collected from the beginning of the current extension until each draw date.
- vii. To participate in the Daily Draws subscribers must have received at least one point from subscription or the 5-questions quiz game on that day.
- viii. To participate in the Weekly Draws subscribers must have received at least one point from subscription or the 5-questions quiz game during the respective week.
- ix. The draws for Daily & Weekly prizes will be 100% random.
- x. To participate in the Monthly Draws subscribers must have received at least one point from subscription or the 5-questions quiz game from the beginning of the extension period until each respective monthly draw date.
- xi. To participate in the Grand Draw subscribers must have received at least one point from subscription or the 5-questions quiz game from the beginning of the extension period until the end of the extension period.
- xii. In the draws for the Monthly and Grand prizes, a subscriber's opportunity to win in the draws increases as that subscriber increases his / her points throughout the duration of each draw period. The Monthly and Grand prizes will be awarded to the "Top Scorers" of the respective period (based on their number of points).

*\*Points were reset at 01/10/2023 00:00 Eswatini time, as the new promo period started.*

- d. Opt-out / Deregistering / Unsubscribing / Help:
  - i. For information regarding the service the customer may text "HELP" to 7080 for free, or dial \*7080\*1# .
  - ii. For canceling their subscription to the service, the subscriber may text "STOP" to 7080 for free.
  - iii. Subscribers can opt in/out of the promotion as they wish. Accumulated points will not be lost if a subscriber opts out. Should a subscriber opt ins again, they will reclaim their original points balance in full.
- e. Once the qualifying entrant has fulfilled the requirements of clause 4 above, he / she will automatically enter the lucky draws.
- f. The lucky draws shall take place as follows:
  - i. **Daily Prizes**: The eligibility time frame for the daily prizes will start every day at 00:00:00 and end on the same day at 23:59:59. The daily prizes will be awarded every day from the beginning of the campaign until the last day of the project.
  - ii. **Weekly, Monthly & Grand Prizes Draws** shall take place on the following dates:

Category	Date
Weekly	Friday, October 6, 2023
Weekly	Friday, October 13, 2023
Weekly	Friday, October 20, 2023
Weekly	Friday, October 27, 2023

Monthly	Tuesday, October 31, 2023
Weekly	Friday, November 3, 2023
Weekly	Friday, November 10, 2023
Weekly	Friday, November 17, 2023
Weekly	Friday, November 24, 2023
Monthly	Thursday, November 30, 2023
Weekly	Friday, December 1, 2023
Weekly	Friday, December 8, 2023
Weekly	Friday, December 15, 2023
Weekly	Friday, December 22, 2023
Weekly	Friday, December 29, 2023
Grand	Sunday, December 31, 2023

- g. Winners will be notified telephonically by a representative of the promotion.
- h. By entering the competition, all entrants give their consent to use their name and/or photograph in MTN's SMS, banners and / or social media and on promotion's website ([www.mtn.co.sz](http://www.mtn.co.sz)), should they be selected as Winners.
- i. Winners' names and/or photographs will be announced on MTN's SMS, banners and / or social media and on promotion's website ([www.mtn.co.sz](http://www.mtn.co.sz)).

## 6. The Prizes

- a. Entrants that fulfil the requirements stated in clause 4 above, stand a chance to win:

<b>Prize Type</b>	<b>Description</b>	<b>Total Draws</b>	<b>Prize Value</b>	<b>Total Prizes Value</b>
Daily	100Mbs - Daily Validity – 50 winners/day	92	5	23,000
Weekly 1	Trip to Summerfield Luxury Resort worth E3,500 – 2 winner/week	13	3,500	91,000
Weekly 2	Grocery Voucher E2,500 – 2 winners/week	13	2,500	65,000
Monthly	Trip to Cape Town worth E20,000 – 1 winner/month	2	20,000	40,000
Grand	E100,000 in total - MoMo Cash – 4 winners	1	100,000	100,000
<b>Total</b>				<b>319,000</b>

- b. The Prize shall be deposited by the Competition's organizers to specific exchange centers, through which the winners will be able to withdraw their money. Prizes may be received by a representative of the winner by proxy only upon duly signed and authenticated by the court of Eswatini.

## 7. General

- a. If necessary and if required by law or beyond the reasonable control of the Competition's organizers, the Competition's organizers reserve the right to vary the nature of the Competition, the Prize, or these terms and conditions upon notice in this regard being published on ([www.mtn.co.sz](http://www.mtn.co.sz)) or in another appropriate medium. If the Prize is limited or

changed, the Competition's organizers shall replace the Prize with a prize of a similar economic value.

- b. With regard to clause 7.a. above, any amended terms and conditions published in any media, or on the MTN website ([www.mtn.co.sz/](http://www.mtn.co.sz/)) will form part of the terms and conditions of the Competition, to which terms the entrants agree to be bound. It is your responsibility to refer to and comply with these terms and conditions whilst accessing or using this site.
- c. Winners shall only be contacted on weekdays (Monday - Friday) during working hours, with public holidays and weekends excluded.
- d. Winners of the of the Weekly Prize 1: Round Trip for two to Summerfield Luxury Resort worth E3,500 and Monthly Prize: Round Trip for two to Cape Town worth E20,000 accept that trip planning and in particular availabilities at desired dates cannot be guaranteed by the Promoters. As such, the winners will be subject to certain limitations as a result of availabilities at the predefined airfare tariff which is offered by MTN as a prize. Additionally, before receiving their prize, winners will be required to sign a release form (**attached herein**), releasing the Promoters of any responsibility for any adverse effects as a result of their acceptance of the prize, such as but not limited to losses, fines, accidental injury or death. Winners will also be exclusively responsible vis-à-vis MTN for the acts, omissions, rights, and obligations of their chosen travel companion and will protect and hold harmless MTN from any claims with regards to their chosen travel companion with whom MTN shall not enter into any discussions. Prize acceptance shall be conditional upon the winner and their travel companion being fit for travel and legally eligible for the corresponding trip as well as the holder(s) of all required identification documents.
- e. MTN Eswatini or the competition's representative will attempt to contact the winner for a period of two working days after his or her name is drawn as a winner. In the event that the winner is uncontactable or in the event that the winner rejects, or declines acceptance of the Prize, the Prize shall be offered to another eligible winner.
- f. If the Prize is monetary, then it is not transferable, not exchangeable for another prize and cannot be sold. In the case of non-cash Prizes (e.g., handsets, electronics) and for convenience and speed of the prize delivery, winners may choose to receive the cash value of the non-cash prize they have won – a cash value which shall be exclusively defined by the competition's representative based on the market rates of the corresponding prize item at the time of the prize delivery.
- g. The Organizers reserve the right to disqualify any entrant if they have reasonable grounds to believe the entrant has breached any provision of the Terms and Conditions.
- h. The Competition's organizers reserve the right to withhold the Prize until it is entirely confirmed that the claimant of the Prize is the bona fide winner and reserves the right to call for such proof as it may deem necessary.
- i. By entering this Competition, entrants signify their consent to be bound by the terms and conditions contained herein.
- j. Winners shall be required to sign an acknowledgement of acceptance and receipt of the Prize.

## MTN Summer Promo Mega Promo ("Contest")

### DECLARATION OF COMPLIANCE AND RELEASE FOR TRAVEL LIABILITY ("Release")

I, the undersigned, \_\_\_\_\_ of \_\_\_\_\_, with ID Number \_\_\_\_\_, residing at \_\_\_\_\_, and mobile phone number \_\_\_\_\_, being of sound mind on this \_\_\_\_\_ day of \_\_\_\_\_ do hereby declare, warrant and covenant that I have read and accepted the Terms and Conditions of the MTN Summer Promotion of which I am an Entrant, as well as that:

- (a) Contingent upon my completion and execution (signing) of this Release and Compliance form, I shall have been declared the winner of i) a Round Trip for two to Summerfield Luxury Resort worth E3,500 or ii) a Round Trip for two to Cape Town worth E20,000 (the "Prize");
- (b) I understand, warrant and covenant that, due to the nature of the prize, it is my exclusive responsibility to warn any third Party with whom I choose to share this prize (i.e. my Travel Companion), and that I shall protect and hold harmless the Mobile Telephone Networks (Proprietary) Limited ("MTN Eswatini") and Going Up Interactive FZC-LLC (the "Promoter/s") from any and all liabilities that may arise directly or indirectly out of my Travel Companion's choice to accept my invitation.
- (c) I acknowledge that I have read, have complied, and will continue to comply with all the rules, regulations, set forth in the Terms and Conditions and that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest and have not sought to influence the outcome of the Contest other than by participating as expressly permitted by the Terms and Conditions;
- (d) I acknowledge that the Prize is as described in the Terms and Conditions and as communicated to me from time to time and it is entirely to my liking, as well as that by accepting the Prize I have no further claim whatsoever from the Promoters arising out of my participation in the Contest;
- (e) By accepting the Prize after I was given the option to turn it down, I understand the risks and potentially hazardous outcomes that may arise from my acceptance and utilization of the Prize, such as but not limited to bodily harm, injury or death;
- (f) I understand, warrant and covenant that, due to the nature of the prize, it is my exclusive responsibility to warn any third Party with whom I choose to share this prize (i.e. my Travel Companion) or the risks associated with its acceptance and usage;
- (g) I release and shall further indemnify and hold harmless the Mobile Telephone Networks (Proprietary) Limited ("MTN Eswatini") and Going Up Interactive FZC-LLC (the "Promoter/s"); their respective parents, subsidiaries and affiliates and advertising and promotion agencies; the employees, officers, directors, representatives and agents of each of the foregoing and the heirs, executors, administrators, personal representatives, successors and assigns of the foregoing (collectively, "Releasees") from any claims, demands, payments, actions, or causes of action for damages, loss, injury or death arising as a result of my participation in the Contest and my acceptance of the Prize and/or arising as a result of my Travel Companion's acceptance of my invitation to join me, which I or our heirs, executors, administrators, personal representatives or assignees may now or hereafter have against them;

- (h) I declare that I am not subject to any travel restrictions by law and that I and my chosen Travel Companion are the holders of all required identification and travel documents.
- (i) I grant the Promoters and any of the Promoters' clients or designees the right to use my name, city of residence and any image taken of me by or on behalf of sponsor, in connection with the Contest, in any and all media now or hereafter devised without limitation and without additional compensation, notification or permission or other liability to me or my heirs, executors, administrators, personal representatives or assigns; and
- (j) I declare that;
  - a. I am an MTN subscriber (Pre-Paid / Postpaid);
  - b. I was at least 18 years of age at the time of entry;
  - c. I nor anyone with whom I live (whether or not related) or any of my immediate family members (spouse, parent, child, sibling or their respective spouses, regardless of where they reside) is an employee, officer, director, representative of the Promoters or any of their respective parents, subsidiaries, affiliates or advertising and promotion agencies; and
  - d. The terms of the official Rules and this Release shall apply to and be binding on me and my heirs, executors, administrators, personal representatives, and assigns.
- (k) I warrant and represent that I have full right and power to enter into this Release, and that the terms of this document do not in any way conflict with any existing commitment on my part;
- (l) I agree that this Release supersedes any prior understandings between me and Promoters relating to the rights granted herein and no provision of this Release can be modified by any other instrument, invoice, or document unless in writing and signed by the parties hereto;
- (m) I acknowledge this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Releasees, and that no action will be taken by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the parents, guardians, heirs, executors, and administrators of the undersigned;
- (n) Understand that if any statement made by me in this Release is false or if I am otherwise deemed ineligible or unable to accept the Prize for any reason, then in addition any other remedies that may be taken against me, I agree to return to Promoters the Prize.
- (o) I have been given a full opportunity to review and analyze this Release as well as the promotions in the Terms and Conditions for this Contest. I fully completely understand all the terms of this Release and sign in voluntarily, freely, and knowingly.
- (p) I hereby declare that all statements and declarations made in this release are truthful and understand and accept that should any part of the statements herein be erroneous or untruthful, with or without my prior knowledge, the Promoters shall be under no obligation to deliver the Prize to me or any other form of compensation.

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*Signature*

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*Date*

*Winner Name:*