

## MTN Play Giveaway Terms and Conditions:

### NOTE:

**A. The following Terms and Conditions contain assumptions of risk and/or liability by you and limit and exclude liabilities, obligations and legal responsibilities which Mobile Telephone Networks (Proprietary) Limited, Registration Number 1993/001436/07 ("MTN") will have towards you and other persons. These Terms and Conditions also limit and exclude your rights and remedies against MTN and place various risks, liabilities, obligations and legal responsibilities on you. These Terms and Conditions may result in you being responsible for paying additional costs and amounts and MTN may also have claims and other rights against you.**

**B. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "**Consumer Protection Act**"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore **all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.****

**C. Please read these Terms and Conditions carefully. Participation in this offering will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this offering.**

## SECTION 49 CONSUMER PROTECTION ACT NO 68 of 2008 NOTICE, THE FOLLOWING TERMS ARE IMPORTANT TO NOTE:

**Clauses: 2, 3, 3.1, 4, 4.1, 4.2, 4.3, 4.5, 4.6, 4.7, 5, 6, 6.1, 6.2, 6.3, 6.6, 6.7, 6.8,**

### **1 Campaign:**

The **MTN Play Celebrating the month of love Digital Competition** (the "**Competition**") allows qualifying MTN subscribers an opportunity to win 1(one) of 10(ten) vouchers worth R 5 000, 00 by subscribing to selected services during the Competition Period. This Competition is organized by Mobile Telephone Networks (Proprietary) Limited ("**MTN**") and IMI Mobile (Proprietary) Limited ("the "**Promoter/s**").

### **2 Campaign Period:**

The Competition commences at 0:01 on **01 February 2017** and will continue until 23:59 on **28 February 2017** (the "**Competition Period**").

### **3 Who May Enter?**

3.1 To be eligible to enter, the entrant must:

3.1.1 be a new or existing MTN subscriber (PayAsYou Go, Top Up, or Contract);

3.1.2 be a natural person;

3.1.3 be 18 (eighteen) years or older; and

3.1.4 be a South African citizen.

- 3.1.5 users need to have subscribed during the promo period, be successfully billed completely for at least two weeks (14 days) for users subscribing to the 50c/day services and at least one week (7 days) for users subscribing to all other subscriptions during the promo period:
  - 3.1.5.1 (7 ZAR altogether for a 50c/day subscription) to be eligible;
  - 3.1.5.2 (7 ZAR altogether for a R1/day subscription) to be eligible;
  - 3.1.5.3 (14 ZAR altogether for a R2/day subscription) to be eligible
  
- 3.2 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 Promoters 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:
  - 3.2.1 the Promoters;
  - 3.2.2 supplier/s of goods and or services in terms of this Competition; and
  - 3.2.3 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.

#### **4 How to Enter:**

4.1 The entrants that meet all of the criteria referred to in clause 3 above, must do the following during the Competition Period in order to stand a chance to win:

4.1.1 Subscribe to any of the following types of Subscription services on MTN Play; and

- 4.1.1.1 MTN Dating
- 4.1.1.2 Rate N date
- 4.1.1.3 Tango
- 4.1.1.4 Thola Uthando
- 4.1.1.5 Netliefde
- 4.1.1.6 Love Quotes
- 4.1.1.7 Cute Messages
- 4.1.1.8 Kissing Tips
- 4.1.1.9 I Miss You Messages
- 4.1.1.10 Love Horoscopes
- 4.1.1.11 Love Sayings
- 4.1.1.12 Flirt Messages
- 4.1.1.13 African Love Spells
- 4.1.1.14 Afrocentric Love
- 4.1.1.15 Daily Treat for her
- 4.1.1.16 Daily Treat for Him
- 4.1.1.17 Tinder Love Revival
- 4.1.1.18 Tinder Love N Romance
- 4.1.1.19 Tinder Kissing Tips
- 4.1.1.20 Facebook Love Status
- 4.1.1.21 Whats App Love Status

4.1.2 Have sufficient airtime to make payment of the Subscription service.

4.2 Subscribers can sign up for the service on one of the following channels:

4.2.1 Mobi: Mtnply.mobi

4.2.2 USSD: \*123#

4.2.3 WEB: [www.mtnplay.co.za](http://www.mtnplay.co.za) (User can subscribe to SMS services from WEB only and not for Dating services)

4.2.4 SMS: SMS the short code to 083123686 – (SMS keywords for ALL SMS services and not for Dating services)

4.3 Subscription services are priced as follows:

4.3.1 Daily: either 50c/day, R1/day, R2/day;

4.4 MTN Subscribers fulfilling the criteria contained in clauses 3 and 4.1 above will automatically be entered into the lucky draws ("**Qualifying entrants**").

4.5 The winners of the Prizes will be selected randomly.

4.6 Lucky draws shall take place on the following dates:

4.6.1 13<sup>th</sup> February 2017 and

4.6.2 24<sup>th</sup> February 2017

- 4.7 Winners of the draws will be notified, on the mobile number used to subscribe to any of the services mentioned in clause 4.1.1 above, telephonically by the Promoter/s and/or its authorized agents on or as soon as possible after the draw.
- 4.8 Entrants acknowledge and accept that the Promoter shall utilize a third party (the Promoter's authorized agent/s) to contact the entrant, in the event that the entrant is a winner, and arrange delivery of the Prize. In order to effect the contacting and delivery process, the Promoter shall provide the entrant's information to such third party.

## **5 The Prize:**

- 5.1 Qualifying Entrants stand a chance to win: 1(one) of 10 (ten) R 5 000, 00 (five thousand Rand) gift vouchers.

## **6 General:**

- 6.1 The Promoter/s, its respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, subsidiaries and sponsors 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 an entrant's participation in the Competition or the entrant's redemption of any Prize in terms of this Competition, or from any amendments to Prize details and/or the terms and conditions of this Competition. All entrants (including the winner) hereby expressly indemnify the Promoter/s in this regard and shall hold it harmless from all and any claims arising from or as a result of the above reasons.
- 6.2 In so far as it is necessary, required by law or beyond the reasonable control of the Promoter/s, the Promoter/s reserve the right to vary the nature of the Competition, the Prizes, or these terms and conditions upon notice in this regard being published on [www.mtn.co.za](http://www.mtn.co.za) or in another appropriate medium. In the event that the Prizes are limited or varied in this manner, the Promoter shall replace the Prizes with a prize of a similar economic value.
- 6.3 With regard to clause 6.2 above, any amended terms and conditions published in any media, or on the MTN website [www.mtn.co.za](http://www.mtn.co.za) will form part of the terms and conditions of the Competition, to which terms the entrants agree to be bound.
- 6.4 Winners shall be contacted on the cell phone number/via the medium used to enter the Competition. The Promoter shall attempt to contact the winners of the Prize/s for a period of 2 (two) working days after his or her name is drawn as a winner of the Prize/s. In the event that the winner is either uncontactable (during the time frames stipulated in this clause 6.4) or in the event that the winner rejects, or declines acceptance of the Prize/s, the Prize/s shall be subject to a new draw.
- 6.5 The winner must be an active MTN subscriber at the time of the draw.
- 6.6 The Prizes are not transferable and are not exchangeable for another prize and cannot be sold.
- 6.7 The decision of the Promoters in respect of disputes arising out of this Competition shall be dealt with by the Promoter in terms of these terms and conditions. The decision of the Promoter in this regard shall be final.
- 6.8 Each winner is entitled to win only 1 (one) Prize.
- 6.9 The Promoters reserve the right to withhold the Prize/s until it is entirely satisfied that the claimant of the Prize/s is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 6.10 The Promoters shall request that winners consent in writing to their name, image and likeness being used and published by the Promoters in connection with this Competition for a period of 12 (twelve) months after they are announced as winners. Winners may decline the use of their name, likeness and image by the Promoters.

- 6.11 By entering this Competition entrants signify their consent to be bound by the terms and conditions contained herein. If a winner is under the age of 18 years (a "**Minor**"), the winner's guardian or parent will be required to assist the minor with all and any necessary documents or agreements in connection with being able to take up any of the Prize/s in this Competition.
- 6.12 By entering the Competition all entrants give their consent to receive various marketing and promotional material from the Promoters. Entrants will be provided with an opportunity to "Opt Out" of receiving such communications, which may be via the relevant medium that such marketing communication was received.
- 6.13 The winner agrees that it is an express condition of the Competition that in order to be eligible to redeem any of the Prizes, the winner will be required to sign the appropriate acknowledgement of receipt of the Prize, as well as an indemnity and/or waiver of liability.
- 6.14 MTN is not responsible for a service being interrupted and/or failing for any reason or for any interruption in the network services.