

Terms & Conditions- MPT Club HtawB Bonus Balance Promotion

This page explains the terms by which you agree to abide by when participating in the MPT Club HtawB Bonus Balance Promotion (“**Promotion**”). The Promotion can be accessed through services provided by Myanmar Posts and Telecommunications (“**MPT**”, “**we**”, “**us**”, “**our**”) as specified below.

By participating in the Promotion, you signify that you have read, understood, and agree to be bound by these Terms and Conditions and any other applicable rules, policies and terms associated therewith (collectively, the “**Terms**”).

The Terms are subject to change at any time. Your continued participation in the Promotion after any such change constitutes your acceptance of the revised Terms.

1. The Promotion

- 1.1 All rights not expressly granted to you in the Terms are reserved and retained by us or our licensors, suppliers, publishers, rights holders, or other content providers. You may participate in the Promotion only as permitted by the Terms and by law; all other uses are strictly prohibited.
- 1.2 MPT may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access or participation in the Promotion as determined in MPT’s sole discretion, without notice and liability for any or no reason. In such event, you shall continue to be bound by the Terms to the extent necessary to fulfill surviving terms contained herein.
- 1.3 Your participation in the Promotion is subject to scheduled and unscheduled service interruptions. You agree that MPT will not be liable to you or any third parties for any interruption of the Promotion, downtime (planned or unplanned) or access failure.
- 1.4 MPT shall have no liability for your use or misuse of the Promotion, any interactions you have with other users, or any other act or omission by you with regard to the Promotion.
- 1.5 MPT may suspend or cancel the Promotion at any time without notice and liability for any or no reason.

2. Our Proprietary Rights

Except as otherwise rightfully operated by any third party, as applicable, any MPT proprietary material related to the Promotion, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (collectively, “**Content**”), and all intellectual property rights related thereto, are the exclusive property of MPT and its licensors, suppliers, publishers, rights holders, or other content providers. Except as explicitly provided herein, nothing in the Terms shall be deemed to create a license or right in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, reverse engineer, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or Content accessible on the Promotion. Use of the Content for any purpose not expressly permitted by the Terms is strictly prohibited.

3. Promotion Period

- 3.1 The Promotion shall begin on every month of 15th and end on the month subject to Clause 1.5 (“**Promotion Period**”).

4. Eligibility

4.1 The Promotion is intended solely for select MPT registered users (using a MPT SIM).

5. How to Enter

5.1 To participate in the Promotion, you must meet all the requirements below:

5.1.1 must be a MPT Club member (Crown, Diamond, Platinum, Gold, Silver) and must have at least 69 MPT points; and

5.1.2 must redeem within the Promotion Period at least 69 up to 999 MPT points in exchange for the Benefit under Clause 6, via any of the following ways:

- a. USSD: by dialing *345*3#;
- b. SMS: by clicking the following link: <https://bit.ly/3szkFPo> via SMS;
- c. Webpage: by clicking the following link: <https://bit.ly/3EoxlqZ>; or
- d. the MPT4U app.

6. The Benefit

6.1 Subject to Clause 5.1, you have the chance to receive the equivalent of your MPT points in Myanmar Kyats (“**MMK**”) as follows:

MPT Club points	Benefit
69 points	200 MMK
199 points	400 MMK
249 points	800 MMK
499 points	1750 MMK
999 points	3600 MMK

6.2 The Benefit will automatically expire 30 days from redemption under Clause 5.1.2.

7. Recipients

7.1 You can make the redemption under Clause 5.1.2 multiple times.

8. Notification of Recipients

8.1 The Recipient will immediately receive the Benefit upon redemption under Clause 5.1.2.

9. Use of the Benefit

9.1 The Benefit can only be used for on-net voice, SMS, and data, based on HtawB charge rates.

9.2 The Benefit must be taken as stated and no compensation will be payable if the Recipient is unable to use the Benefit as stated.

9.3 All Benefits are non-exchangeable, non-transferrable, non-assignable and/or not convertible to cash.

9.4 Other costs apart from those identified in Clause 6 are the sole and absolute responsibility of each Recipient.

- 9.5 MPT's decision in relation to every aspect of the Promotion, including, but not limited to, the type of benefit and the selection of the recipient of the benefit shall be deemed final and conclusive under any circumstance. No further appeal, enquiry and/or correspondence will be entertained.

10. Disqualification of Recipients/Participants

- 10.1 MPT has the discretion to disqualify a recipient or a participant whom it suspects to be undertaking, or in connection with, any unusual or suspicious activities, without prior notice or without needing to give any reasons for doing so.
- 10.2 If MPT reasonably determines that an MPT Club member has violated and/or abused the terms of the Promotion, MPT may, upon prior written notice to the relevant MPT Club member, deduct or increase the MPT Club points in that MPT Club member's MPT Club account, as applicable, to mitigate the effects of the violation or abuse of the terms of the Promotion.

11. Marketing and Promotion

The participants agree and consent to MPT collecting, using, disclosing and sharing amongst themselves the participants' personal data, and disclosing such personal data to MPT's authorised service providers and relevant third parties for purposes which are necessary or reasonably incidental to the Promotion, and to market, advertise and/or promote the goods or services of MPT, including, without limitation, using videos and/or images of the participants for publicity purposes.

12. Indemnity

You agree to defend, indemnify and hold harmless MPT and its subsidiaries, joint operation partner, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorneys' fees) arising from: (i) your participation in and access to the Promotion, including any data or content transmitted or received by you; (ii) your violation of any term of the Terms, including, without limitation, your breach of any of the representations and warranties herein; (iii) your violation of any third party right, including, without limitation, any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of Myanmar or any other country; (v) any claim or damages that arise as a result of any information submitted or received by you through the Promotion; and/or (vi) any other party's access and use of the Promotion through your phone number (registered or unregistered), handset, or other device.

13. Disclaimers of Warranties and Limitation of Liability

- 13.1 THE PROMOTION AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MPT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PROMOTION, OR THE INFORMATION, INCLUDING ITS ACCURACY, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PROMOTION. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROMOTION IS AT YOUR SOLE RISK.

- 13.2 MPT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR PARTICIPATION IN THE PROMOTION, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PROMOTION, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.
- 13.3 IN PARTICIPATING IN THE PROMOTION, YOU AGREE TO HEREBY RELEASE AND FOREVER DISCHARGE MPT, AND TO INDEMNIFY MPT FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, CAUSE OF ACTION OF ANY NATURE OR KIND, ARISING FROM AND BY REASON OF ANY AND ALL LOSS, INJURY, DAMAGE OR LIABILITY AND THE CONSEQUENCES THEREOF WHETHER DIRECT OR CONSEQUENTIAL IN CONNECTION WITH THE PROMOTION, REGARDLESS OF THE CAUSE THEREOF, AND EVEN IF MPT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, INCLUDING, WITHOUT LIMITATION, ANY INJURY TO ANY PERSONS OR ANY DAMAGE CAUSED TO ANY PROPERTY WHILE PARTICIPATING IN THE PROMOTION OR ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE BENEFIT.
- 13.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, MPT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13.5 MPT DOES NOT WARRANT THAT THE PROMOTION, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THEREIN, MPT SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM MPT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

14. Third Party Content

The Promotion may aggregate content obtained or provided by third parties ("**Third Party Content**"). As such, MPT is not responsible for such Third Party Content or any linked websites associated with Third Party Content. Reference to any information, products or services of third parties does not constitute or imply endorsement, sponsorship or recommendation by MPT.

15. General

- 15.1 The terms and conditions of any third party will apply to the Benefit where applicable.
- 15.2 The Terms are subject to the MPT Club Specific Terms and Conditions ("**MPT Club STC**") which can be found at: <https://www.mpt.com.mm/en/mpt-club-program-specific-terms-and-condition/> and MPT's latest General Terms and Conditions ("**GTC**") which can be found at: <https://www.mpt.com.mm/mm/terms-conditions-ver-2-mm/>. If there is any conflict between the terms of the Terms, the MPT Club STC, and the GTC, the conflict shall be resolved in the following order of priority: (1) Terms, (2) MPT Club STC, (3) GTC.
- 15.3 The Terms are subject to the laws of Myanmar and any regulation, notification, directive or instruction issued by a court or body of competent jurisdiction.
- 15.4 If any term, covenant or provision of the Terms is held to be illegal, invalid or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, then the remainder of the Terms or the application of such term, covenant or provision to any person (other than those as to whom it is held invalid or unenforceable) shall not be affected

thereby, and each provision of the Terms shall remain valid and enforceable to the fullest extent permitted by law.

- 15.5 In the event of a conflict between the English and Myanmar versions of the Terms, the Myanmar translation shall prevail.