

## **MPT Terms and Conditions – Kyin Kyin Nar Nar Packs Promotion**

This page explains the terms by which you agree to abide by when participating in the **Kyin Kyin Nar Nar Pack Promotion (“Promotion”)**. The Promotion can be accessed through services provided by Myanma Posts and Telecommunications (“**MPT**”, “**we**”, “**us**”, “**our**”).

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.

### **2. Our Proprietary Rights**

Except as otherwise rightfully operated by any other 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**

The Promotion is available from 22 November 2022 until further notice (**"Promotion Period"**).

### **4. Eligibility**

- 4.1 The Promotion is intended for MPT GSM/WCDMA Prepaid (Swe/Shal/Shwe) users (who are thirteen (13) years of age or older). If you are under eighteen (18) years of age you may participate in the Promotion only if you either are an emancipated minor or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms, and to abide by and comply with the Terms.
- 4.2 MPT CDMA, Postpaid, Base Tariff, and non-active users are not eligible to participate in the Promotion.

### **5. Kyin Kyin Nar Nar Pack**

- 5.1 To enter the Promotion, Participants may subscribe to the Kyin Kyin Nar Nar Pack (the **"Kyin Kyin Nar Nar 2998 Pack, Kyin Kyin Nar Nar 5498 Pack and Kyin Kyin Nar Nar 9998 Pack"**) by MPT4U Application.
- 5.2 All Packs include data for all usage, including MPT-MPT voice minute, MPT-MPT SMS, and MPT Club Points.
- 5.3 All Packs are valid for 30 days from purchase/subscription.
- 5.4 Multi-subscription for the same type of Pack is allowed and the data quota and validity will be merged and reset to the validity of the latest Pack purchased. Multi-subscription across different Packs shall not be allowed.
- 5.5 Participants who purchase/subscribe to a Pack (the **"Owner"**) may add members based on the Pack type, subject to the following:
  - a. The Owner cannot transfer SMS, MPT Club Points and bonus benefits.
  - b. Each member successfully added by the Owner shall be eligible to receive 500MB worth of data.

- c. The Owner must have at least 500 MB data in the Pack to add a new member.
  - d. The Owner cannot change added members until the applicable Pack is expired.
  - e. The Owner can change the members every time in the event of multi-purchase of the same type of Pack.
- 5.6. A Participant can purchase and use the Pack without adding members.
- 5.7. **Any Participant who purchases Kyin Kyin Nar Nar Pack can transfer data from Kyin Kyin Nar Nar, Data Carry Plus Packs, Voice and SMS from Kyin Kyin Nar Nar Pack, and Kyite Yar Khaw Pack as per predefined amount to members.**
- 5.8. The Promotion is eligible for Hti Pauk chances.

## **6. Charges**

- 6.1. You authorize MPT to actually deduct from your account the Pack Price based on your choice of Pack. You are responsible for any and all charges based on your confirmed choice of Pack.
- 6.2. Effective 6 January 2022, 15% Commercial Tax will apply on internet data, according to the amendment of the Union Tax Law 2021-22 declared by the State.
- 6.3. The 5% commercial tax for Voice and SMS will not be changed and will continue to apply.
- 6.4. You are responsible for the actions of any third party with whom you are sharing your mobile internet including, but not limited to, subscription to the Promotion.

## **7 Disqualification of Participants**

MPT has the discretion to disqualify 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.

## **8 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.

## **9 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 use of 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 the Union 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; or (vi) any other party's access and use of the Promotion through your phone number (registered or unregistered), handset, or other device.

## **10 Disclaimers of Warranties and Limitation of Liability**

- 10.1 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 USE OF THE PROMOTION IS AT YOUR SOLE RISK.
- 10.2 MPT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF 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.
- 10.3 IN ENTERING 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 OR 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 PACKS/DATA.

10.4 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.

10.5 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.

## 11 **Third Party Content**

The Promotion may aggregate content obtained or provided by third parties, including (“**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.

## 12 **General**

12.1 The terms and conditions of any third party will apply to the Promotion, where applicable.

12.2 The Terms are subject to the **latest** MPT General Terms and Conditions (“**GTC**”) which can be found at: <https://www.mpt.com.mm/en/terms-conditions-ver-2/>. In the event of a conflict between the terms of these Terms and the GTC, the Terms shall prevail.

12.3 The Terms are subject to the laws of the Republic of the Union of Myanmar and any regulation, notification, directive or instruction issued by a court or body of competent jurisdiction.

12.4 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.