

Terms and Conditions

MPT Device Collaboration Promotions

By participating in the MPT Device Collaboration Promotions (“**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 Promotions are provided to you by **vivo Mobile Myanmar Co., Ltd (vivo smart phones)**, **real Trading Co., Ltd (realme smart phones)**, **Unlimited Co., Ltd (Samsung smart phones)**, **Myanmar Unison Technology Services Co., Ltd (Huawei smart phones)** and **BF Science and Technology Co., Ltd (OPPO smart phones)** with the support of Myanmar Posts and Telecommunications (“**MPT**”, “**we**”, “**us**”, “**our**”).

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 The Promotion is intended solely for customers who are (i) at least eighteen (18) years of age or have obtained the consent of a parent or legally recognized guardian; and (ii) have the power and capacity to enter and be bound by the Terms.

1.2 You will receive device promotion bonus (E.g., 2GB and 200 minutes (on-net) per month for six (6) months) (“**Bonus**”) when you purchase a promotion campaign smart phones (E.g., vivo V25 or Huawei Nova 10 or Samsung Galaxy Z Fold 4) during the Promotion Period and use it with an MPT SIM card and top up **at least (1 time)** pre-defined amount (E.g., MMK 3,000 or 5,000 or 10,000) per month continuously for six (6) months from date of purchase.

1.3 The Promotion period is normally one year, and it varies based on each promotion (“**Promotion Period**”).

1.4 The Bonus must be taken as stated and no compensation will be payable if the participant is unable to use the Bonus.

1.5 The Bonus is non-transferrable and not convertible to cash.

1.6 All rights not expressly granted to you under 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.

1.7 MPT may permanently or temporarily disqualify you from participating in the Promotion as determined in MPT’s sole discretion, without notice and liability for any or no reason. In such an event, you shall continue to be bound by the Terms to the extent necessary to fulfill surviving terms contained herein.

1.8 You agree that MPT will not be liable to you or any third parties for any suspension or termination of, or your disqualification from participating in, the Promotion for any reason during the Promotion Period.

1.9 MPT shall have no liability for your use or misuse of the Promotion, any interactions you have with vivo Mobile Myanmar, real Trading Co., Ltd, Unlimited Co., Ltd, Myanmar Unison

Technology Services Co., Ltd and BF Science and Technology Co., Ltd, your purchase of the promotion campaign handset, or any other act or omission by you with regard to the Promotion.

2. Our Proprietary Rights

Except as otherwise rightfully operated by Vivo Mobile Myanmar, real Trading Co., Ltd, Unlimited Co., Ltd, Myanmar Unison Technology Services Co., Ltd and BF Science and Technology Co., Ltd or 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. Customer Data

You confirm that you have read and agree with MPT's Privacy Policy, which can be found at the following link: <https://www.mpt.com.mm/mm/privacy-policy-mm/>

4. 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 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 Bonus through your phone number (registered or unregistered), handset, or other device.

5.1 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.

5.2 MPT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE 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.

5.3 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 CONTEST OR ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE BONUS.

5.4 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.

5.5 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.

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

6.2 The Terms are subject to MPT's General Terms and Conditions ("**GTC**") which can be found at: <https://mpt.com.mm/mm/about-home-mm/terms-and-conditions-mm/> . In the

5. Disclaimers of Warranties and Limitation of Liability

6. General

event of conflict between the Terms and the GTC, the Terms shall prevail, but only to the extent of such conflict.

6.3 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.

6.4 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.