

Terms & Conditions- Shal Pauk Shal Htaw Hti Pauk Promotion

This page explains the terms by which you agree to abide by when participating in **Shal Pauk Shal Htaw Hti Pauk_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 an 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 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 period is from **01st June 2024** (MM Time: 00:00:00) to **30th June 2024** (Myanmar Time: 23:59:59) ("**Promotion Period**").

4. Eligibility

4.1 The Promotion is intended solely for MPT GSM/ WCDMA prepaid and postpaid users (Swe Thahar), MPT registered users and all MPT SIM users.

5. How to Enter

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

5.1.1 Must buy Buy any Data Carry Plus, HtawB 5X, HtawB 10X (including Auto-Renewal) from any channel (except Auto-Renew Trigger Channel) during the Promotion Period. Will get (1) Hti Pauk chance which can win up to 500GB Data Hti Pauk Bonus by playing "**Shal Pauk Shal Htaw**" Hti Pauk game in MPT4U App.

6. Bonus

6.1 Subject to Clause 5.1 participants shall have chance to play 1-time Hti Pauk in MPT4U Application during the Promotion Period and participant can win up to 500GB Data Bonus.

6.2 Data Hti Pauk Bonus shall be valid for 3 days to 7 days from the date of receipt of Data Hti Pauk Bonus ("**Bonus Validity**"). Participants can purchase packages mentioned in clause 5.1.1. multiple times, play Hti Pauk and get Data Hti Pauk Bonus multiple times. If a participant gets multiple Data Hti Pauk Bonus during the Promotion Period, the Bonus and Validity of each Data Hti Pauk Bonus shall not be combined. Cannot enjoy up-to "500GB Bonus" by making Auto Renew when the pack is expired or when less than specified quota of Auto Renew pack of Data Carry Plus, HtawB 5X, HtawB 10X during the Promotion Period.

6.3 Multi-subscription of the same pack for (i.e. Same validity period pack) is allowed. In this case, the balance will be merged, and the validity period will be based on the latest Pack purchased. For the avoidance of doubt, multi-purchase of different Packs (i.e. different validity period Packs) is not allowed.

6.4 In case of any wrong credit, extra credit, or multiple credits of Hti Pauk Bonus to a participant on account of any technical issue, MPT reserves the right to claim back the benefit on its own discretion.

7. Charges

7.1 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.

7.2 Data charges may apply for your browsing and downloading of content. Please note that all charges for the Promotion include applicable Commercial Tax.

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 authorized 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 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 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 CONTEST OR ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE PRIZE.

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 (“**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 prizes where applicable.

12.2 The Terms are subject to the MPT’s latest General Terms and Conditions (“**GTC**”) which can be found at <https://mpt.com.mm/en/about-home/terms-and-conditions/> . If there is any conflict between the terms of the Terms, and the GTC, the conflict shall be resolved in the following order of priority: (1) Terms, (2) GTC.

12.3 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.

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.

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