

Terms and Conditions for MPT-KSGM Joint Operation 10th Year Anniversary Lucky Draw Campaign

This page explains the terms by which you agree to abide by when participating in the MPT-KSGM Joint Operation 10th Year Anniversary Lucky Draw Campaign (“**Campaign**”). The Campaign can be accessed through services provided by Myanmar Posts and Telecommunications (“**MPT**”, “**we**”, “**us**”, “**our**”) as specified below.

By participating in the Campaign, 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 Campaign after any such change constitutes your acceptance of the revised Terms.

1. The Campaign

- 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 Campaign 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 Campaign 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 Campaign 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 Campaign, downtime (planned or unplanned) or access failure.
- 1.4 MPT shall have no liability for your use or misuse of the Campaign, any interactions you have with other users, or any other act or omission by you regarding the Campaign.
- 1.5 MPT may suspend or cancel the Campaign 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 Campaign, 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 Campaign. Use of the Content for any purpose not expressly permitted by the Terms is strictly prohibited.

3. Promotoin Period

- 3.1 The Campaign will begin on 1 July 2024 and end on 23:59 PM of 30 September 2024 (Myanmar Standard Time) subject to Clause 1.5 (“**Campaign Period**”).

4. Eligibility

The Campaign is intended solely for all MPT SIM registered users (MPT GSM/WCDMA prepaid/postpaid active Swe Thahar users).

5. How to Enter

5.1 To participate in the Campaign, you must choose and perform any of the following ways;

- a) To buy any package of the Services (including all available Services offered by MPT) which is at least 996 Kyats and above service packages for MPT mobile services via any channel of MPT4U App, USSD codes and SMS purchase during the Campaign Period or
- b) To participate in *MPT Special Flash Campaign* on every month within the Campaign Period and if participating in this manner, you will get 5 tickets for each time of participating through the said promotion.

5.2 Based on the rates of packages mentioned in the following table, you will get the specified ticket(s) to win the Prizes/Special Prize. The more you purchase the packages or participate as above Clause 5.1 of the Services, the more you get the tickets to win the Prizes.

Rates of Packages (MMK)	Number of Ticket
<= 996	1
997 ~ 2000	5
2001 ~ 3000	10
3001 ~ 5000	20
5001 ~ 10000	30
10001 ~ 20000	50
>20000	100

5.3 Balance transfer and loan balance are not eligible in the Campaign.

5.4 For top-up balance or buying data pack for other phone numbers, other phone numbers received such kind of top-up balance or buying data pack can get the ticket(s).

5.5 The received tickets for the First Month are to be winners for a period of 1 to 31 July 2024 and the received tickets for the Second Month are to be winners for a period of 1 to 31 August 2024 and then the received tickets for the Third Month are to be winners for a period of 1 to 30 September 2024. Participants can win the Prizes for each term of First Month , Second Month and Third Month of the Campaign separately (First Month, Second Month and Third Month shall be collectively referred as **"Campaign Months"**). All participants received tickets within the

periods of the Campaign Months can have a chance to be a winner for the Special Prize mentioned in Clause 6.1 for the Campaign Months.

6. Prizes

6.1 Subject to Clause 5, participants can have the chances to win the following prizes ("**Prizes**").

Campaign Months	Prizes	Quantity
1 July to 31 July 2024 (" First Month ")	10 Million MMK	10
1 to 31 August 2024 (" Second Month ")	10 Million MMK	10
1 to 30 September 2024 (" Third Month ")	10 Million MMK	10
1 July to 30 September 2024 (Campaign Period)	100 Million MMK (" Special Prize ")	1
	Total	31

7. Selection of Winners

7.1 Since the winners will be selected for each Campaign Month, participants can buy the packs more and join in the MPT Special Flash Promotion more for the Prizes/Special Prize during the Campaign Period.

7.2 Participants who already won the Prizes/Special Prize for a relevant Campaign Month may continue to participate in the next Campaign Month, and have the chance to win the Prizes/Special Prizes.

7.3 Winners will be chosen by MPT randomly and MPT will call and inform each eligible winner for each Prize. If MPT attempts to call to the eligible winners for (3) times and he/she does not pick up any of such calls, MPT shall select another eligible winner for the Prizes/Special Prize.

8. Notification of Winners

8.1 MPT will announce the winners via social media like MPT's official Facebook Page, Telegram, Viber, and Website on the dates of 2 August 2024, 6 September 2024 and 4 October 2024 after the relevant winner selection of the Campaign Months.

9. Use of the Prize

9.1 The Prizes/Special Prize must be taken as stated by the winner.

9.2 All Prizes/Special Prizes are non-exchangeable.

- 9.3 Other costs apart from those identified in Clause 6 are the sole and absolute responsibility of each winner.
- 9.4 The winner shall bear all applicable taxes related to the Prizes/Special Prize including commercial tax, income tax and other similar taxes (if any).
- 9.5 MPT's decision in relation to every aspect of the Campaign, including, but not limited to, the type of Prizes/Special Prize and the selection of the winner of the Prizes/Special Prize shall be deemed final and conclusive under any circumstance. No further appeal, enquiry and/or correspondence will be entertained.

10. Disqualification of Winners/Participants

- 10.1 MPT has the discretion to disqualify a winner 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 MPT has the right to disqualify any participant even after selection of winner and to eliminate him/her from the list of winner if the necessary requirements specified by MPT, as needed shall not be fulfilled in timely manner.

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 authorized service providers and relevant third parties for purposes which are necessary or reasonably incidental to the Campaign, 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 Campaign, 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 Campaign; and/or (vi) any other party's access and use of the Campaign through your phone number (registered or unregistered), handset, or other device.

13. Disclaimers of Warranties and Limitation of Liability

- 13.1 THE CAMPAIGN 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 CAMPAIGN, OR THE INFORMATION, INCLUDING ITS ACCURACY, CONTENT, MATERIALS, PRODUCTS (INCLUDING

SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE CAMPAIGN. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE CAMPAIGN IS AT YOUR SOLE RISK.

- 13.2 MPT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR PARTICIPATION IN THE CAMPAIGN, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE CAMPAIGN, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.
- 13.3 IN PARTICIPATING IN THE CAMPAIGN, 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 CAMPAIGN, 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 CAMPAIGN OR ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE PRIZES/SPECIAL PRIZE.
- 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 CAMPAIGN, 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 Campaign 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 Prizes/Special Prize where applicable.
- 15.2 The Term shall be subject to the latest general terms and conditions of MPT which is found in <https://mpt.com.mm/mm/about-home-mm/terms-and-conditions-mm/> ("**GTC**"). In the event there is any conflict between the Terms and the GTC, the provisions of the Terms shall prevail.
- 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.