

MPT Terms and Conditions – Autorenewal A Kyite Poh SMS Pack Promotion

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 1 June 2023 to until further notice (“**Promotion Period**”).

4. Eligibility

- 4.1 The Promotion is intended for MPT GSM/WCDMA Prepaid (Swe Thahar) 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, Base Tariff, Postpaid, and non-active users are not eligible to participate in the Promotion.

5. How to Enter; Exclusions

- 5.1. To enter the Promotion, Participants may subscribe as follows:

Pack	Price (Inclusive Tax)	Main SMS Amount	Validity Period from Subscription	How to Subscribe	
				USSD/ By Dialing	Also available via MPT4u
A Kyite Poh Autorenewal 7 Days Pack	887 MMK	5,001	7 days	*2427*2*3#	

- 5.2. For every new purchase of an Autorenewal Pack, you will receive “Hti Pauk” Chance to win data bonus. MPT’s decision in relation to the amount of Data Bonus awarded to a participant shall be deemed final and conclusive under any circumstance. No further appeal, enquiry and/or correspondence will be entertained.
- 5.3. The Promotion is eligible for 1 Hti Pauk chance.
- 5.4. Gift function is not included in the Promotion.
- 5.5. Carry-over function is not included in the Promotion.
- 5.6. The Main SMS Amount may be used for any local MPT-MPT SMS

- 5.7. Multi-subscription is allowed. Main SMS Amount and validity will be merged and reset to the latest pack's validity.
- 5.8. Multiple purchase among **same** Autorenewal pack allowed, quota can be merged with each other with Validity reset to latest pack purchase and auto renew at the time of less than 25 SMS condition (or) pack validity expiry.

	Auto Renewal A Kyite Poh 7 Days
A Kyite Poh Autorenewal 7 Days Pack	Allow multiple subscription, merged and extend validity

- 5.9. Multi-Purchase among auto renewal packs and regular packs:

	Regular A Kyite Poh 24 Hours	Regular A Kyite Poh 7 Days
A Kyite Poh Autorenewal 7 Days Pack	Allow multiple subscription, but not merged, separate validity	Allow multiple subscription, merge, and extend validity

- After you subscribe to Auto Renewal A Kyite Poh 7 Days Pack, you can buy Regular A Kyite Poh 24 Hour Pack but Packs cannot be merged and separate validity extended.
 - After you subscribe to Auto Renewal A Kyite Poh 7 Days Pack, you can buy Regular A Kyite Poh 7 Day Pack and Packs can be merged and validity extended.
- 5.10. The Packs will automatically renew on the pack validity expiry date or when the Main SMS Amount is under 25 SMS prior to the expiration of the pack validity period.
- 5.11. If you have Main SMS Amount of 25 SMS or under, even before the pack validity expiry, your unused/remaining SMS will be merged with the auto-renewed Pack.
- 5.12. Under the Fair Usage Policy (FUP) of the "A Kyite Poh Auto Renewal" SMS package, user may send up to 1,000 SMS per calendar day. The remaining SMS quota from the package shall remain valid and available for use in accordance with the package's auto-renewal criteria and the daily FUP.

6. Charges

- 6.1 Ongoing participation in the Promotion requires an active subscription. You

authorize MPT to actually and actively deduct from your account the Pack Price based on your choice of Pack until you unsubscribe. You are responsible for any and all charges based on your confirmed choice of Pack.

6.2 You must maintain sufficient balance for autorenewal **until 7 days after**:

- a. the pack validity expiry or
- b. the date when your Main SMS Amount is under 25 SMS prior to the expiration of the pack validity period.

6.3 Autorenewal will temporarily fail if you have insufficient balance for the next subscription cycle. User has to recharge/loan balance/balance transfer in until 7 days waiting period after **balance** expiry. If user has the balance, user gets renewed to the service and can enjoy the service.

- a. The pack validity expiry period or
- b. the date when your Main SMS Amount is under 25 SMS prior to the expiration of the pack validity period.

6.4 If you have insufficient balance, the charge for the Autorenewal A Kyite Poh Pack will be automatically deducted from your balance and autorenewal will resume when you top up/loan balance/balance transfer within 7 days after:

- a. the pack validity expiry period or
- b. the date when your Main SMS Amount is under 25 SMS prior to the expiration of the pack validity period.

6.5 If you do not have sufficient balance or fail to top up/loan balance/balance transfer within the period stated in Clause 7.2, MPT will send a SMS notification that you have unsubscribed to the Promotion.

6.6 You may also unsubscribe by dialing the following USSD codes (or) via MPT4U App

AR Packs	Common USSD for un-subscription	Direct USSD for un-subscription	Un-subscription channel
Auto Renewal A Kyite Poh 7 Days Pack	*2124#	*2427*2*4#	MPT4U App

6.7 Once you unsubscribe or are unsubscribed:

- a. MPT will not make any further deductions to your account.
- b. Autorenewal function of the Packs will terminate immediately.
- c. Main SMS quota will remain until pack expiry period despite user un-subscribes from autorenewal pack before pack expiry. But auto renew function would stop as soon as user UNSUBSCRIBE the service.

6.8 SMS charges may apply for your On net SMS sending. Please note that all charges for the Promotion include 5% Commercial Tax.

6.9 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. These Terms are valid until you unsubscribe or until the subscription is automatically terminated pursuant to these Terms.

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 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 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**”) 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.