

MPT Terms and Conditions – Name Tune Lucky Draw

This page explains the terms by which you agree to abide by when participating in the “Name Tune Lucky Draw” (“**Promotion**”). The Promotion can be accessed through services provided by Myanmar Posts and Telecommunications (“**MPT**”, “**we**”, “**us**”, “**our**”). The Promotion is operated by and provided to you by Crystal Shine Co., Ltd. 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 As mentioned above, the Promotion is fully operated by Crystal Shine Co., Ltd. The scope of MPT’s involvement with the Promotion is limited to billing and subscription functions only, which will be further explained below.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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 Crystal Shine 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. Subscription

- 3.1 The Promotion period is from 12 December 2018 to 12 March 2019 (“**Promotion Period**”).
- 3.2 In order to participate in the Promotion, you must subscribe Name Tune through Lotaya portal <http://lotaya.mpt.com.mm/service/crbt/name-tune>.

4. Eligibility

- 4.1 The Promotion is intended solely for select MPT registered users (using a MPT SIM) who are at least sixteen (16) years of age.
- 4.2 Any individual or organization working directly or indirectly with MPT or its affiliates, including their family and relatives, are not eligible to join the Promotion.

5. 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.

6. 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.

7. Disclaimers of Warranties and Limitation of Liability

- 7.1 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.

7.2 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.

7.3 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 PRIZE.

7.4 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.

7.5 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.

8. Third Party Content

The Promotion may aggregate content obtained or provided by third parties, including Crystal Shine Co., Ltd. ("**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.

9. General

9.1 The terms and conditions of any third party will apply to the prizes where applicable.

9.2 The Terms are subject to MPT's General Terms and Conditions ("**GTC**") which can be found at: <http://mpt.com.mm/mm/about-home/terms-conditions-mm/>. In the event of a conflict between the terms of these Terms and the GTC, the Terms shall prevail.

9.3 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.

9.4 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.

Name Tune Lucky Draw Terms and Conditions

1. To participate in the Promotion, Users must subscribe to the Name Tune Service through Lotaya portal <http://lotaya.mpt.com.mm/service/crbt/name-tune>
 2. MPT registered users (using an MPT SIM) who are Myanmar citizens, at least 16 years old, are eligible to join the Promotion.
 3. To be eligible, users have to use the Name Tune within Promotion Period.
 4. The Promotion period is from 12 December 2018 to 12 Mar 2019 ("**Promotion Period**").
 5. Winners will be selected randomly by lucky draw at the end of the Promotion Period. The prizes are as follows:
 - 1st Prize : iPhone XS (1pc)- Winner will be selected randomly
 - 2nd Prize: 1000 Ks Top Up (100 pcs) - First 100 subscribers who subscribe to the Name Tune during the Promotion Period will be selected.
 6. Winners will be chosen via campaign management system of MPT randomly on 13 March 2019 and the winners will be contacted on the same day. If the winner cannot be contacted by phone within 3 days, another winner will be selected for the prize.
 7. Any individual or organization working directly or indirectly with MPT including their family and relatives are not eligible for the lucky draw.
 8. Crystal Shine Co., Ltd. and MPT's decision in relation to every aspect of the Promotion including but not limited to the type of Prize and the selection of winner shall be deemed final and conclusive under any circumstance. No further appeal, enquiry and/or correspondence will be entertained.
-