

MT “UPGRADE & WIN” Facebook Contest Terms and Conditions

This contest is organised by Mauritius Telecom Ltd (hereinafter referred to as “MT”) on its official Facebook page to allow eligible participants to upgrade their existing active DStv Stream subscription to Compact Plus and win a prize and/or prizes by following the rules of participation on the Facebook’s contest post.

1. Acceptance

- 1.1 By entering this contest, the participant agrees to be bound by these Terms and Conditions, which he/she acknowledges to have read and understood.
- 1.2 By entering this contest, the participant agrees that MT may use his/her personal details submitted with his/her entry only for the purpose of administering the contest and in accordance with MT’s Privacy Policy.
- 1.3 The participant agrees that MT reserves the right to publish without compensation his/her photo and/or full name in case he/she is the winner and the participant waive all rights with respect to printed, broadcast and other forms of publicity.
- 1.4 By participating in this contest, you agree to release and hold MT, its subsidiaries, directors, employees, representatives, agents, sponsorship partners from any liability in connection with the contest or, if declared winner(s), the prize(s) awarded and use thereof.
- 1.5 MT reserves the right to change the Terms and Conditions for this contest at any time without giving any reason or prior notice.

2. Eligibility and Entry restrictions

2.1 To be eligible to participate, you must:

- (a) be 18 years of age and above.
- (b) have an authentic Facebook account;
- (c) have an active DStv Stream subscription through my.t at the time of participation.
- (d) upgrade your existing active DStv Stream subscription to Compact Plus during the limited-time engagement period
- (e) comment ‘Done’ in the campaign post comment section
- (f) not be an employee of MT or any of its affiliates or subsidiaries.

- 2.2 You agree and understand that the maximum number of entries to the contest per participant is 1, that is, the participant can only make one and final prediction.
- 2.3 The contest shall open and close for entries at the time and on the date specified by MT on the relevant contest’s post.
- 2.4 Any modification brought to prediction thereafter shall automatically amount to an invalid entry.
- 2.5 Any entries received before and/or after the contest period will be invalid and will not be entered.
- 2.6 Misrepresentation or non-compliance by a participant with the criteria above will result in automatic disqualification.

3. General Terms and Conditions

- a) The prize cannot be exchanged for cash.
- b) The participants acknowledge and accept that the choice to select one or several winners is entirely at the sole discretion of MT.
- c) A draw will be effected to pick the winner and/or winners.
- d) MT's decision regarding the selection of the winner and/or winners shall be final and binding. No claim or dispute whatsoever regarding the decision shall be entertained in this regard.
- e) If MT cannot successfully contact the winner and/or winners after five (5) business days of reasonable effort, or if the winner(s) is unable or unwilling to accept the prize then MT shall be entitled to award the prize to the next eligible winner(s).
- f) At the request of MT, the winner and/or winners of the prize will cooperate in the promotional activities to the extent that can be reasonably expected of them, including publicity. For cooperating with these promotional activities no financial compensation will be paid.
- g) All entries submitted and all information provided by participants must be complete and accurate.
- h) MT reserves the right, without prior notice and at any time to terminate or cancel the contest, in whole or in part, or modify the contest in any way, without liability to any participants.
- i) MT will not be held responsible for any internet interruptions, unclear posts/messages, or any late/incomplete prize claims.
- j) The prize is provided on an "as is" and "as available" basis.
- k) MT reserves the right to substitute the prize with another of a similar nature and/or of equal or greater value at any time.
- l) MT gives no warranty/guarantee and makes no representation whatsoever regarding the prize including but not limited to any warranty/guarantee or representation relating to the nature, function, merchantability, fitness for purpose, and/or quality of the prize.
- m) MT reserves the right not to consider any entries which are incomplete, illegible, irregular, submitted through illicit means or if they contain any false statements, or do not conform to or satisfy to any conditions of eligibility.
- n) MT further reserves the right, at its sole discretion, to disqualify any individual from the contest and to ban the individual from any future contest of MT who it finds or believes to be tampering with the entry process or the operation of the contest; to be acting in violation of the contest period rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- o) If any provision of the Terms and Conditions is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of

the remaining provisions contained in these Terms and Conditions will not be affected or impaired in any way.

- p) These Terms and Conditions shall be interpreted in accordance with and governed by the laws of Mauritius and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the courts in the Republic of Mauritius.

4. Limitation of Liability

Except in the case of its negligence, MT, its subsidiaries, agents, representatives, sponsors, partners, directors and employees exclude responsibility and all liabilities arising from:

- 4.1 any changes or delay to the prizes, contest, promotions, or postponement, cancellation, delay of a sporting or non-sporting event beyond MT's reasonable control;
- 4.2 for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in connection with this competition, or by any technical error that may occur in the course of this competition, including (but not limited to) any failure of the computer system, or other equipment to determine winners in accordance with these Terms and Conditions;
- 4.3 obvious errors or omissions relating to the awarding of prizes;
- 4.4 network computer hardware or software failures of any kind including but not limited to unavailability of Facebook website, which may restrict or delay in the entry process; and
- 4.5 comments/images posted by participants which are unlawful, libellous, slanderous, defamatory or which may reasonably deem harmful, infringing of other's intellectual property rights, vulgar, obscene, derogatory, sexually inappropriate, pornographic, abusive, harassing, violent, threatening, hateful and/or otherwise unfit for publication.

5. Disclaimer

This Competition is in no way sponsored, endorsed and administered by Facebook, English Premier League, any football league or sporting association and/or TV Channel Provider.