

Terms & Conditions - ရင်ခွန်ကံစမ်း ဆုတွေလန်း Lucky Draw Program

This page explains the terms by which you agree to abide by when participating in the ရင်ခွန်ကံစမ်း ဆုတွေလန်း Lucky Draw Program (“**Program**”). The Program can be accessed through services provided by Myanmar Posts and Telecommunications (“**MPT**”, “**we**”, “**us**”, “**our**”) as specified below.

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

1. The Program

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

3. Program Period

- 3.1 The Program will begin on 19 September 2022 at 00:00 AM and end on 16 October 2022 at 23:59 PM (Myanmar Standard Time) subject to Clause 1.5 (“**Program Period**”).

4. Eligibility

4.1 The Program is intended solely for all MPT registered users who are or above at the age of 18.

5. How to Enter

5.1 To participate in the Program, you must top up 1,000 / 3,000 / 5,000 / 10,000 / 30,000 Kyats from MPT4U or Scratch Cards.

5.2 For each top up of at least 1,000 Kyats, you will get one ticket to win the prizes. The more you top up, the more tickets to win prizes. Eg., If you top up 5,000 Kyats, you will get 5 tickets to win the prizes.

6. Prizes

6.1 Participants have ticket(s) to win the following prizes weekly.

Weeks	Prize list	Qty
19 th Sept to 25 th Sept	iPad mini 6 Wi-Fi (64GB)	6
26 th Sept to 2 nd Oct	iPhone 13 Pro (128GB)	6
3 rd Oct to 9 th Oct	Samsung Galaxy Z Flip 4 (8G RAM, 256GB ROM)	8
10 th Oct to 16 th Oct	Gold Coin (16 Full Grade) (၁၆ ပဲရည်)(1 tical ၁ ကျပ်သာ)	6
	Total	26

7. Winners

7.1 Participants who top up more will have more tickets to win the prizes.

7.2 Participants who already won the prizes for a relevant week may continue to top up and have ticket(s) to win the prizes in other weeks.

7.3 Winners will be chosen by MPT openly and will call each winner for each prize.

8. Notification of Winners

8.1 MPT will call each eligible winner three (3) times by phone. If the winner doesn't pick up all 3 call attempts, MPT shall select another winner for the prize

8.2 We will announce the winners on social media (Facebook, Telegram, Viber, Website) every Friday after winner selection.

9. Use of the Prize

- 9.1 The Prize must be taken as stated and no compensation will be payable if the winner is unable to use the Prize as stated.
- 9.2 All Prizes are non-exchangeable, non-transferrable, non-assignable and/or not convertible to cash.
- 9.3 Other costs apart from those identified in Clause 6 are the sole and absolute responsibility of each winner.
- 9.4 MPT's decision in relation to every aspect of the Program, including, but not limited to, the type of Prize and the selection of the winner of the 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.

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

13. Disclaimers of Warranties and Limitation of Liability

- 13.1 THE PROGRAM 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 PROGRAM, OR THE INFORMATION, INCLUDING ITS ACCURACY, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PROGRAM. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE RISK.

- 13.2 MPT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR PARTICIPATION IN THE PROGRAM, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PROGRAM, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.
- 13.3 IN PARTICIPATING IN THE PROGRAM, 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 PROGRAM, 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 PROGRAM OR ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE 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 PROGRAM, 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 Program 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 Prize where applicable.
- 15.2 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.
- 15.3 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.
- 15.4 In the event of a conflict between the English and Myanmar versions of the Terms, the Myanmar translation shall prevail.