

## TERMS AND CONDITIONS

### For conducting the promotional activity «du Live! Magazine»

The Promotional Activity (Competition) is carried out for promotion of the services rendered by du, Emirates Integrated Telecommunications Company, based in United Arab Emirates.

#### 1. Available SMS codes

**Country:** UAE

**Operator:** du

**Short-code:** 2020

- 1.1. “du Live! Magazine” is a subscription service where users have the chance to participate in draws for winning prizes.
- 1.2. From Monday 5<sup>th</sup> of November 2018 until 21<sup>st</sup> of July 2019, the cost of the subscription service was AED 2.10 (VAT inclusive) per week, with partial billing also in place at AED 1.50 and AED 1.00. From Monday 22<sup>nd</sup> of July 2019 the new cost that applied is AED 5.25 (VAT inclusive) per week, offering the first week for free. In case of insufficient balance, the subscriber will be attempted to be partially charged with AED 3.00 or AED 2.00 or AED 1.00.
- 1.3. All messages sent from 2020 are free of charge, except from the “Magazine” content messages, which have the pricing mentioned in clause 1.2.
- 1.4. du users may opt in to the subscription service “duLive! Magazine” by sending the keyword “FUN” (or its aliases) or “dulive” (or its aliases) to 2020. That will award them with points for the prizes. Every week, upon successful renewal of their subscription status, users will receive points for the prizes, an interactive digital magazine, where they can read all the latest music/entertainment news & access to an exclusive content portal. To opt out from the “duLive! Magazine” service, the participant has to send the keyword “STOP” to 2020.

#### 2. The Organizer of the Competition:

- 2.1. du, Emirates Integrated Telecommunications Company, based in United Arab Emirates.

#### 3. The name of the Competition:

- 3.1. “du Live! Magazine “

#### 4. Location:

- 4.1. The United Arab Emirates (UAE)

#### 5. Time frame of the Competition:

- 5.1. The Competition « du Live! Magazine » (the **Competition**) started on Monday 5th of November 2018.

## **6. Acceptance of Terms of Use**

- 6.1. All participants warrant that they have read and fully understand these Terms and Conditions which are on public view at [dulivemag.ae](http://dulivemag.ae).
- 6.2. By sending FUN or dulive to 2020 and registering to the subscription service, the participants signal their complete acceptance and full understanding of these Terms and Conditions and agree:
  - 6.2.1. to receive SMS communication from the Organizer on their mobile phones relating to the “du Live! Magazine” Competition;
  - 6.2.2. to receive SMS communication/advertising offers from the Organizer or from other companies that cooperate with the Organizer.
- 6.3. The Organizer reserves the right to cancel or amend the offer and these Terms and Conditions at any time. Any changes will be posted online at [dulivemag.ae](http://dulivemag.ae)
- 6.4. In the event of dispute regarding the Terms and Conditions, conduct, results, and all other matters relating to the Competition, the decision of the Organizer shall be final and no correspondence or discussion shall be entered into.
- 6.5. This Agreement will remain in full force and effect while the Organizer provides the offer (not taking into account temporary suspensions of the offer for operational reasons, e.g. for repairs, planned maintenance or upgrades).

## **7. Participants of the Competition:**

- 7.1. The following are eligible to participate:
  - 7.1.1. Natural persons (other than people employed by the Organizer, or its partners, for the period of the Competition, and also their relatives up to 4<sup>th</sup> degree and spouses), who are mobile subscribers of du, Emirates Integrated Telecommunications Company, during the period of the Competition. If the winner is a minor, then at the delivery date of delivering the prize, the winner’s guardian must appear to collect the prize having his/her ID as well as a certification proving that he/she is the guardian.
  - 7.1.2. Legal entities (e.g. in the case of corporate-owned Mobile Subscriber Numbers of du, Emirates Integrated Telecommunications Company). Only an authorized signatory on behalf of the legal entity will be entitled to take receipt of the prize.
  - 7.1.3. The Organizer reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any provision of the Terms and Conditions.
  - 7.1.4. By participating in the Competition, entrants hereby warrant that all information submitted is true, current and complete.

## **8. Availability and accessibility of information and Opt-out mechanism**

- 8.1. All the information for the participants of the Competition with regards to the Competition shall be published at [dulivemag.ae](http://dulivemag.ae).
- 8.2. Information about the number of points (participations/chances) scored by the participants during the Competition will be sent to the participants in SMS messages automatically as part

of the dialogue between the participants and the “du Live!” subscription. In order to know their score at any given time, each participant can send an SMS with keyword “SCORE” to the short-code 2020.

- 8.3. Each participant can drop out of the Competition and stop receiving any information about the Competition by sending an SMS with keyword “STOP” to 2020. In case participant chooses to send a new SMS message with the word dulive (or its aliases) to the Short Code 2020, he/she will be again considered as a participant in the Competition.
- 8.4. If the Competition is terminated the Organizer of the Competition will publish in the official resources of the Competition (dulivemag.ae) a message about the termination of the Competition.
- 8.5. During the campaign the Organizer reserves the right to add or terminate the above short code. If the latter one happens, all the participants who have participated during the campaign still reserve their points for the prizes.
- 8.6. Interruption or early termination of the Competition shall not release the Organizer from its obligation to give out already awarded prizes and execute other actions required, except for the cases when termination or interruption of the Competition was called by actions or events which are not under the Organizer’s control.
- 8.7. The Organizer of the Competition shall not release personal information about participants of the Competition to any third persons unless required to do so by law or in order to comply with UAE government entities.

The Organizer reserves the right not to enter into written negotiations or otherwise contact with the participants of the Competition other than in accordance with the Terms and Conditions or in accordance with the requirements of the current legislation of the UAE.

## **9. Regulations of participation in the Competition:**

- 9.1. To participate in the Competition the participant must send dulive (or its aliases) to the short-code 2020.
- 9.2. Once the participant enters the Competition, he/she will receive the first points for the prizes and a welcome message. A few seconds later, he will receive his first content message for free. The content message will contain a URL, redirecting user to the du Live! digital magazine and another URL redirecting user to the exclusive “did you know” content portal.
- 9.3. User’s first week of subscription, will be offered for free. Thus his/her first 20 points for the prizes, the weekly digital magazine and the access on the content portal will be awarded for free. After the end of the free trial week, user will be charged at AED 5.25 (VAT inclusive) per week. In case of insufficient balance, the subscriber will be attempted to be partially charged with AED 3.00 or AED 2.00 or AED 1.00.

## **10. Place, date, time and order of the prizes**

- 10.1. The same subscriber’s number (MSISDN) cannot win the same prize more than once during the period of the Competition.
- 10.2. The formation of participants’ record for the whole period of the Competition will start at 00:00:01 hours on the first day of the Competition and end at 23:59:59 hours on the last day of the Competition.

10.3. Winners award will be conducted at the premises of the Organizer in the presence of [specify if notary or government official should attend winner selection procedures].

**10.4. Prizes**

10.4.1. The record consists of entry sets corresponding to the total points, earned by each participant until the draw date at 23:59:59. During the Competition each point earned is assigned to a unique for each participant pool. For example, 20 points received entitle the corresponding participant (MSISDN) to 20 entries; 500 points - to 500 entries/raffles for the drawing of the prize. The prize will be given to a participant after performing the draw. Participants will participate in the draw with all their points collected from the start of the service until each date mentioned above at 23:59:59.

10.4.2. The winner is notified by duLive! Magazine via phone call to their subscriber number. The winner will receive notice within 10 business days from the date of the nomination day. The name or the initials of the winners may be announced via SMS to all the participants included in the record.

**10.5. Terms of the prizes:**

10.5.1. All prizes will be awarded not more than 170 days after the last day of the Competition.

10.5.2. The winner is responsible for payment of due taxes and collections for the prize under any relevant current legislation.

10.5.3. The winner will be contacted by duLive! Magazine. The winner must confirm in writing that they are the legal holder of the winning mobile subscriber number and that they are entitled to the prize and shall complete all the necessary documents provided by the Organizer. The winner must provide their Emirates ID and identification documents certifying that they are the legal owner of the winning mobile number in order to receive the prize.

10.5.4. By participating in the Competition, the winner agrees that any of their data, including names, surnames, photos and video images, can be used by duLive! Magazine and any medium the Organizer chooses and in any country for advertising purposes with no prior consent of the winner and free of charge.

10.5.5. If the notified winner refuses the prize or fails to appear to collect it within 10 calendar days of notification, then the prize will remain the property of the Organizer of the Competition.

10.5.6. Decisions made by the Organizer will be final and no correspondence will be entered into. Prizes are not transferable.

**11. Limitation of liability**

11.1. The Organizer accepts no responsibility whatsoever for, including without limitation, any error, omission, interruption, defect, delay in operation or transmission, communications line failure when it is not under its direct control and execution.

11.2. The Organizer reserves the right to whenever is deemed necessary temporarily suspend the Competition for operational reasons (e.g. for repairs, planned maintenance or upgrades).

The Organizer promises to restore the Competition as soon as possible after any temporary suspension period.

- 11.3. The Organizer advises participants to use caution and common sense when participating in the Competition at all times.

## **12. Disclaimer of warranties**

- 12.1. Participants understand and agree that they participate in this Competition at their own risk and willingness and have not been coerced in any manner to enter the Competition.
- 12.2. The Organizer makes no warranty, implied or express, that any part of the Competition will be uninterrupted and error-free.
- 12.3. Neither the Organizer nor any of its directors, employees, agents or suppliers shall accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant participating in the Competition or as a result of accepting the prize.
- 12.4. The Organizer is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition.
- 12.5. By entering the Competition, participants agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against the Organizer, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from acceptance or user of any prize, including without limitation, personal injuries, death and property damage

## **13. Data protection and Publicity**

- 13.1. Personal data related to voice, image, name or address and any other relevant information will be included in a filing system belonging to the Organizer as data controller, and can be used for taking part in the competition as well as publicity mailing, or other purposes relating to the Organizer's services, unless otherwise indicated.
- 13.2. Participants agree that if they win a prize then their names and partial digits of their mobile subscriber number will be published for informational purposes only.

## **14. Governing Law**

- 14.1. In any case of disagreement arises participants can present their complaint to the Organizer and the issue will be decided in accordance with the laws of United Arab Emirates.