

## Graphic Devtraco Dream House Promotion

### Terms and Conditions

**Organizer:** Graphic Communications Group Limited

**Supporter:** Devtraco Limited

**Provider:** Vokacom Limited (through its affiliates Vasmol Ltd and Tekhype Ltd)

**Operators:** Vodafone and MTN

#### 1. Service Description

- 1.1. The **Organizer through the Provider** will launch a new promotion covering SMS based Trivia Game and NewsPaper Cutouts (the Promotion) with **the Operators**. The Promotion gives customers of Graphic Communications Group, MTN and Vodafone the opportunity to participate in draws for various prizes.
- 1.2. The Promotion will consist of a Trivia Game under daily subscription cost of GHS 0.75, involving a set of questions and answers for customers of MTN and Vodafone. Customers will have to stay subscribed to the promotion to gain points to enter the draw. Additionally, customers will have to answer the trivia questions via SMS to gain extra points. Daily Graphic, The Mirror, Graphic Showbiz, Junior Graphic, Graphic Sports, and Graphic Business customers will have to participate in the Cut-Out Game where customers will have to cut out portions of the newspaper, complete the questions on the cut-out and mail to a collection point for onward addition to the promotion pool. All subscribers can compete for all the Prizes.
- 1.3. The daily trivia is an SMS text based service consisting of a set of queries about general topics the subscriber is invited to reply to. Upon successful charge, the user is provided with a message to participate in the daily challenge. If the Participant confirms the willingness by sending a confirmation message, the first query of the day is served. By replying to the query, the subscriber triggers the next query until the daily limit is reached: 5 questions. The Cut-Out game requires the customer to cut a marked-out portion of any of the newspapers under the Graphic Communications Group such as Daily Graphic, The Mirror, Graphic Showbiz, Junior Graphic, Graphic Sports, and Graphic Business, complete the customer details on it and mail to the collection post. The more items that a customer sends, the more points that customer accrues towards the draw.

## **2. Registration and Cancellation**

- 2.1. To register to the service and become a Promotion **Participant**, an Operator's customer needs to send the communicated keyword (WIN, YES, OK or any other such keyword) to the short code 2018.
- 2.2. Customers who Cut out, complete and return the Cut-Out coupon of the various graphic communications group newspapers is considered a participant.
- 2.3. Additional registration can be done over USSD code \*2018#.
- 2.4. Participants can cancel their subscription at any time during the duration of the promotion, by sending a free-of-charge SMS with the keyword STOP (or any other keyword specified for unsubscription) to the short code 2018. Customers who join the promotion are considered Participants until they cancel their subscription.
- 2.5. Participants can also cancel their subscription by sending STOP to 2018 or calling the Operator Call Center and ask for unsubscription.
- 2.6. Participants' subscription can also be canceled at the sole discretion of the Operator in the event a clear expression of non-interest in participating to the promotion is demonstrated by the Participant via SMS communication (e.g. the Participant is sending an MO message reporting "*I do not want to participate*").
- 2.7. Participants who canceled their subscription can re-register at any given point in time during the Promotion by sending the defined registration keyword(s) to the dedicated short code.
- 2.8. The Organizer reserves the right to cancel or amend the Promotion and these Terms and Conditions at any time. Any changes will be posted online at the Organizer's website.

## **3. Subscription Charges of Operator Participants**

- 3.1. The daily subscription charge for Operator participants is GHS 0.75/day (incl. Tax). Every day, participants are charged via the daily billing cycle that runs while a subscription is active.
- 3.2. In case of repeated unsuccessful charges, at sole discretion of the Operator, Participants can be removed from the Promotion.
- 3.3. All the interactions Participants will have with the service are free of charge.

## **4. Promotion Duration**

- 4.1. The Promotion will have a duration of 180 days. The start date will be on 23rd July 2018 at 08:00:00 local time and the end date will be on 22nd day of January 2019 at 23:59:59 (the Promotional Period). The Operator reserves the right to shift the start and end date by one or more weeks.
- 4.2. Extension of the Promotion may be established.

## 5. Rewarding Schema

5.1. The following table summarizes the Prizes awarded within the PREMIUM LEVELS of the Promotion

Prizes	Freq	Winners Per Draw	Unit Value	Total Promo Winners	Award Mechanism	Draw Dates/Time
Cash	Daily	1	1,000	90	Random Draw	Weekly
Cut-Out Cash	Monthly	2	5,000	12	Highest number of cutouts	Monthly
Monthly iPhone	Monthly	1	iPhoneX	6	Random Draw	Monthly
Samsung Smartphone	Monthly	10	Samsung	60	Random Draw	Monthly
Grand prize – Devtraco Pent House	Final	1	PentHouse	2	Random Draw	Quarterly

- 5.2. The Prize Title reports the corresponding economic value of the prize which will be given, which can be money or goods value as part of the Prize Pool
- 5.3. Weekly Prizes Period is defined as 7 days period, starting from 00:00:00 of the Promotion day launch. Thus, Weekly Period #1 will last from 00:00:00 of Promotion Day #1 and will terminate at 23:59:59 of Day #7 of the Promotional Period.
- 5.4. Monthly Prizes Period is defined as 30 days period, starting from 00:00:00 of the Promotion day launch. Thus, Monthly Period #1 will last from 00:00:00 of Promotion Day #1 and will terminate at 23:59:59 of Day #30 of the Promotional Period.
- 5.5. Grand prize will be awarded after every 91 days from the start of the promo. First winner of the grand prize will be selected after 91 days from the start of the promo and last grand prize winner at the end of the promo
- 5.6. For every correct answer the Participant sends as a response to a question as Premium subscriber, the Participant will receive at least 100 points.
- 5.7. For every incorrect or invalid answer, the Participant will receive at least 20 points.
- 5.8. For every successful charge, an operator Participant will collect at least 200 points.
- 5.9. For every cut-out received, a Participant will collect at least 100 points.
- 5.10. At any time during the Promotional Period, the Provider may introduce special challenges that offer the Participant bonus points. Special challenges samples: getting a special promo code from the website of graphic ([www.graphic.com.gh](http://www.graphic.com.gh)) or Devtraco ([www.devtraco.com](http://www.devtraco.com)); answering X questions correctly in a row, answering Y questions correctly within a timeframe, bonus points for correct answers within a timeframe etc. Successfully completing a challenge will award bonus points to the Participant.
- 5.11. Points are cumulative across Prize Periods.
- 5.12. Prizes must be accepted as awarded, cannot be exchanged for other prizes or cash different from the ones provided within the Prize Pool, and may not be transferred or exchanged. Prizes will be delivered within 120 days from the end of the Promotional Period, at a time and place that will be made known within 30 days from the end of the Promotional Period.

## **6. Eligibility Rules**

- 6.1. The Promotion is open to residents of Ghana that are subscribers of MTN, VODAFONE, and Graphic Communications Group newspapers excluding all employees, representatives and agents of MTN, VODAFONE, Graphic Communications Group, Vokacom, Devtraco, their respective parents and/or affiliated companies, contest suppliers, and those with whom any of the foregoing are domiciled. The person that owns the SIM card or has express authorization from the SIM card's owner to use it is considered the Participant, regardless of the actual user of the phone

## **7. Winner selection, notification and prize forfeiture**

- 7.1. Prizes will be assigned by draw or highest points for the cut-out prize. A draw will be held, in which the specified number of winners will be randomly selected from all eligible entries. Each eligible Participant will be allotted a number of entries equal to the number of points he has accumulated by the end of the Prize Period.
- 7.2. Every draw will identify a winner and 10 runners up, who will be entitled to become the winners in the event the first selected will not comply with all the eligibility criteria.
- 7.3. Every winner will be contacted by the Vokacom on the mobile phone number s/he has used to participate in the Promotion. The Organizer will attempt to contact the winner at least 3 times a day over a period of 1 week, between the hours of 9am and 8pm. If the winner cannot be contacted during this period, s/he is disqualified and forfeits the prize and the Organizer will attempt to contact the next runner up. The winner is required to provide proof of eligibility and sign a prize acceptance form (as requested by the Organizer) before prizes can be collected. If the winner fails to provide sufficient proof within that period, he is disqualified and forfeits the prize and the next runner up is contacted.
- 7.4. If the winner has any outstanding debts towards MTN, VODAFONE or Daily Graphic, these need to be settled within 3 days from being contacted by the Organizer. If outstanding debts are not settled within that period, the winner forfeits the prize.
- 7.5. If a winner fails to redeem his/her prize within 2 weeks from the date of contact, the first substitute will be selected to claim the prize
- 7.6. If the winner and all runner-ups forfeit the prize, the prize is deemed unclaimed and remains at the disposal of the Organizer.
- 7.7. By accepting a prize, a winner consents to the use of his first name, initial of last name, city of residence, photograph and likeness in any promotional material produced by the Organizer. Such use does not entitle the winner to any further compensation.
- 7.8. Each Participant (physical person or MSISDN) is entitled to receive only one prize per prize category.
- 7.9. Any expense not explicitly indicated as part of the prize, including but not limited to insurance, travel expenses, accommodation, license fees or taxes, are the responsibility of the winner.

## **8. Abuse and disqualification**

- 8.1. Participants are not allowed to use machines that send automatically SMS messages or automate/facilitate the answer process or any other alternative of sending SMS messages, other than the mobile phone (this prohibits the use of any GSM modems attached to a computer or mobile phones attached to a computer). The Provider has the right to disqualify any Participant under the suspicion of breaking this obligation.

## **9. Provider's responsibilities**

- 9.1. Provider's responsibility is strictly limited in giving the Prizes. The Provider cannot be held responsible for any delay or impossibility of sending or receiving SMS messages because of a technical problem. All the SMS messages will be considered received by the Provider when they are registered in the Promotion's IT system and not when they are sent by the Participant. All the SMS messages will be considered received by the Participant at the moment they were sent from the Promotion's IT system. Participants recognize and accept that the journal of the informatics system of the Promotion's IT System is the proof of the date, hour, minute and second of their receiving/ sending each SMS message.

## **10. Personal Data Protection**

- 10.1. By participating in the Promotion, the Participants expressly agree that personal data which they supply shall be processed by the Provider for the purposes of executing the Promotion and also for the purpose of publicizing the Promotion and the Provider. It is hereby specified that the Provider guarantees that publicity, entailing the sharing with third parties of personal data supplied as a result of participation in the Promotion, (including through television, the press, leaflets and other means and formats of communication) shall be made only with respect to the winners of the Prizes and will only indicate the given names and surnames of the winners, the location of their place of residence, their images and voices (contained in photographic records, audio, video and other types of records, made with the purposes of publicity connected to the Promotion). The winning Participants give, through their participation in the Promotion, express consent for the use of this data in formats herein defined. Following the termination of the Promotion, the personal data will be destroyed.
- 10.2. In accordance with local laws and regulations, the Provider respects the privacy of Participants of this Promotion, by which it is committed to the use of technology in a transparent form and in strict observance of the rights, freedom and guarantees of the citizens and by the reservation of the intimacy of their private and family life. The personal data collected within the scope of this Promotion will be treated as private and confidential. It shall not be disclosed to other individuals or organizations, except in the event of legislation to the contrary or where the Participants themselves authorize such. The data will be stored on servers with access controlled on a need-to-know basis and limited by passwords.

## **11. Governing Law & Amendments**

- 11.1. This Promotion is organized under and governed by the laws and statutes of Ghana.
- 11.2. These Terms & Conditions are valid during the Promotion Period until amended or suspended by the Provider.