

# TERMS & CONDITIONS

## ZONG MEGA RECHARGE GIFT CAMPAIGN FOR ZONG 2G/3G/4G SUBSCRIBERS

These Terms and Conditions shall be applicable to the **Mega Recharge Campaign for all Zong Subscribers, New Sales and MNP**

*(These terms and conditions shall be read in conjunction and not in derogation of Zong Customer Services Agreement and applicable laws on the subject and shall remain subservient to the later)*

**1. The Organizer of the Campaign:**

ZONG with offices across Pakistan along with CSCs:

<https://www.zong.com.pk/about-zong/customer-service-centers-and-franchises>

**2. The name of the Campaign:**

Mega Recharge Campaign

**3. Location:**

Pakistan

**4. Time frame of the Campaign:**

The "Mega Recharge Campaign" (hereinafter referred to as "**the Campaign**") will start from 17<sup>th</sup> April and will last for 45 days and the last date of the Campaign shall be 31<sup>st</sup> May, 2015. Please check online at <https://www.zong.com.pk/prepaid/promotions/mega-recharge-offer> or call Customer Care on 310, or send a request to the address: CMPak Ltd. Plot No. 47, Kurri Road, Chak Shahzad, Islamabad.

**5. The quantity / type of gifts**

**Recharge of minimum Rs 200 or more for the Campaign Duration shall render the subscriber eligible to participate in this campaign. Eligible customers will be given 50 Free SMS.**

**They will also be included in the Random Automated Extracted List of winners. Prizes that are on offer are:-**

S No.	Gift Type / Name	Number of Gifts	Dates on which Gift shall be announced – through random automated extracted list of winners
1.	Iphone 6	45	1 Iphone everyday

This is not an offer or solicitation to participate; the subscribers may at their own free will opt for this Campaign and the Organizer under no circumstances shall be liable for any actions except those expressly mentioned herein.

2.	Toyota Corolla	2	7th May 2015, 20 <sup>th</sup> May 2015
3.	BMW*	1	4th June

\* Customers will be included in list of BMW on a Recharge of Rs 300 or above

The process of conducting random extracted list of winners will be scheduled as follows:

	Iphone 6	Corolla	BMW		Iphone 6	Corolla	BMW
18-Apr-15	1			11-May-15	1		
19-Apr-15	1			12-May-15	1		
20-Apr-15	1			13-May-15	1		
21-Apr-15	1			14-May-15	1		
22-Apr-15	1			15-May-15	1		
23-Apr-15	1			16-May-15	1		
24-Apr-15	1			17-May-15	1		
25-Apr-15	1			18-May-15	1		
26-Apr-15	1			19-May-15	1		
27-Apr-15	1			20-May-15	1	1	
28-Apr-15	1			21-May-15	1		
29-Apr-15	1			22-May-15	1		
30-Apr-15	1			23-May-15	1		
1-May-15	1			24-May-15	1		
2-May-15	1			25-May-15	1		
3-May-15	1			26-May-15	1		
4-May-15	1			27-May-15	1		
5-May-15	1			28-May-15	1		
6-May-15	1			29-May-15	1		
7-May-15	1	1		30-May-15	1		
8-May-15	1			31-May-15	1		
9-May-15	1			1-Jun-15	1		
10-May-15	1						
				4-Jun-15			1

**6) Eligibility Criteria for 2G/3G/4G Subscriber:**

All

2G/3G/4G Subscriber who recharge Rs. 200 and above will get an entry for Corolla and Iphone

All 2G/3G/4G Subscriber who recharge Rs. 300 and above will get an entry for BMW

6.1 In addition to the aforesaid the following shall also apply:

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- 6.1.1 Natural persons (other than people employed by the Organizer for the period of Campaign, their close relatives and spouses), who are the Organizer's customers during the period of the Campaign. If the winner is under 18, then at the delivery date of delivering the prize, the winner's guardian must appear to collect the prize having his/her CNIC as well as a certification proving that he/she is the guardian.
- 6.1.2 Legal entities having running contract on rendering telecommunication services with the Organizer for the period of carrying out the Campaign. The authorized signatory on behalf of the legal entity will be entitled for receiving the prize.
- 6.1.3 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.
- 6.1.4 By participating in the Campaign, entrants hereby warrant that all information submitted is true, current and complete. The subscriber or the person who shall be entitled to be awarded the Gift shall own the SIM in his/her own name.

#### **Ineligibilities / Disqualifications**

- A customer with unregistered SIM or has wrong ownership will be disqualified
- Furthermore, following tariff plan users will not be eligible:
  - Employee , Employee Special
  - Postpaid Subs
  - Demo line package- Franchise/Retailers
  - Test SIM package.
  - Retailer/ Dealer type SIMs.

#### **7 Acceptance of Terms of Use**

- 7.1 All participants warrant that they have read these terms and conditions (hereinafter referred to as "**the Terms and Conditions**") carefully and that they have fully understood the same as laid out for public view at [www.zong.com.pk](http://www.zong.com.pk)
- 7.2 The participants signal their complete acceptance and full understanding of these Terms and Conditions and agree:
  - 7.2.1 To receive free of charge SMS and IVR communication from the Organizer on their mobile phones relating to Campaign;
  - 7.2.2 To receive SMS & IVR communication/advertising offers from the Organizer during the Campaign;
- 7.3 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 <https://www.zong.com.pk/prepaid/promotions/mega-recharge-offer>

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- 7.4 In the event of dispute regarding the Terms and Conditions, conduct, results, and all other matters relating to the Campaign, the decision of the Organizer shall be final and no correspondence or discussion shall be entered into.
- 7.5 This agreement between the Organizer and the participant will remain in full force and effect while the Organizer provides the offer (not taking into account temporarily suspensions of the offer for operational reasons, e.g. for repairs, planned maintenance or upgrades).
- 7.6 The Organizer shall at all times remain entitled to withdraw, cancel, terminate, alter, annual the entire process without assuming any liability thereof towards any subscriber.
- 7.7 These Terms and Conditions are subject to change from time to time as per Organizer's internal policies or due to operation of law or events beyond Organizer's control.

## **8. Availability and accessibility of information**

- 8.1 All the information regarding the Campaign shall be published at <https://www.zong.com.pk> and will also be available by calling the Organizer's Customer Care number 310 via mobile free of charge or by sending a request to the address: customer [customerservices@zong.com.pk](mailto:customerservices@zong.com.pk)
- 8.2 If the Campaign is terminated before the end of the Campaign end period, the Organizer of the Campaign will publish a message announcing such termination in the official resources of the Campaign <https://www.zong.com.pk/prepaid/promotions/mega-recharge-offer>
- 8.3 Interruption or early termination of the Campaign shall not release the Organizer from its obligation to give out already announced gifts and execute other actions required, except for the cases when termination or interruption of the Campaign was called by actions or events which are not under the Organizer's control.
- 8.4 The Organizer of the Campaign shall not release personal information about the participants of the Campaign to third persons, unless: i) required to do so by law or ii) to comply with orders or instructions by the applicable Pakistani governmental entities and/or Court of competent jurisdiction, or iii) if the participant has first given his/her consent and iv) in accordance with the Clause 14 hereof of the present Terms and Conditions.
- 8.5 The Organizer reserves the right not to enter into written negotiations or otherwise contract with the participants of the Campaign other than in accordance with the present Terms and Conditions or in accordance with the requirements of the current legislation of Pakistan.
- 8.6 The Organizer reserves the right to make available the free short code \*6464# throughout the duration of the Campaign for any purpose.

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

- 9.1 The same subscriber's number (MSISDN) cannot win the same category of prize more than once during the period of the Campaign. Customers who have won an Iphone won't be eligible to win a Corolla. Whereas the Corolla winner will not be eligible to win a BMW and Iphone
- 9.2 The formation of participants' record for the whole period of the Campaign will start at 00:00:01 hours on the first day of the Campaign and end at 23:59:59 hours on the last day of the Campaign.

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## 10. Gifts

- 10.1** A total of 45 Iphone 6 will be announced on daily basis after 17<sup>th</sup> April, 2015 for the duration of the campaign.
- 10.2** A Total of 2 Toyota Corolla cars will be announced on 7th May 2015 and 20th May 2015
- 10.3** BMW car winner will be announced on 4th June, 2015. s
- 10.5. The gift recipient / winners are notified by the Organizer via phone call to the winning subscriber number. The winners will receive notice within **15 calendar days** from the date of the finalizing random automated extracted list of winners. The name and initials, or name of the organization, of the winners may be announced via SMS to all the participants included in the record.

## 11. Terms of the prizes:

- 11.1 All prizes will be awarded within 10-15 days of the announcement.
- 11.2 Preliminary registration of prizes will take place in Islamabad, at Organizer's offices Monday to Friday from 10:00 till 15:00 within 5-7 working days upon completion of the Campaign.
- 11.3 The exact date and place of the provision of the prizes shall be published on the official website of the Campaign at <https://www.zong.com.pk/prepaid/promotions/mega-recharge-offer>
- 11.4 The winners shall be responsible for payment of due taxes and collections for the prizes under any relevant current legislation.
- 11.5 The winners will be contacted by the Organizer. The winners must confirm in writing that they are the legal holder of the subscription and that they are entitled to the prize and shall complete all the necessary documents provided by the Organizer. All winners must provide identification documents in order to receive the prizes. Prizes may be received by a representative of the winner by proxy upon written confirmation from the winner.
- 11.6 By participating in the Campaign, the winners agree that any of their data, including names, surnames, photos and video images, can be used by the Organizer for advertising purposes with no prior consent of the winner and free of charge.
- 11.7 The Organizer will select up to at least 10 runner-up winners and if the notified winner refuses the gift or fails to appear to collect it within 10 calendar days of notification, then the Organizer will contact one of the relevant runner-up winners that they have won the gift. If none of the runner-up winners accept the gift or do not show up with 10 calendar days of notification then the gift will remain the property of the Organizer of the Campaign. The runner ups will be selected on the same criteria on the same day .i.e. through random automated extracted list of winners who have met the Criteria
- 11.8 Decisions made by the Organizer will be final and no correspondence will be entered into. Prizes are not transferable.
- 11.9 The organizer shall be entitled to change the dates, time frames, location, number, quantity of gifts and any other of these Terms and Conditions with prior notification to the subscribers.
- 11.10 The Free resources will be posted during the term of the Campaign
- 11.11 The validity of Free Resources will be 1 day

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## **12. Limitation of liability**

- 12.1 The Organizer accepts no responsibility whatsoever for, including without limitation, any error, omission, interruption, defect, delay in operation or transmission, communications line failure when such matters giving rise to the said liability is/are not under its direct control, execution and/or linked to its [or its agents, assignees, employees, *inter alia*], negligence, breach of contract, acts or omissions.
- 12.2 The Organizer reserves the right to temporarily suspend the Campaign for operational reasons whenever it is deemed necessary (e.g. for repairs, planned maintenance or upgrades). The Organizer undertakes to restore the Campaign as soon as possible after any temporary suspension period.
- 12.3 The Organizer advises participants to exercise caution and common sense when participating in the Campaign at all times.

## **13. Disclaimer of warranties**

- 13.1 Participants understand and agree that they participate in the Campaign at their own risk and willingness and have not been coerced in any manner to enter the Campaign.
- 13.2 The Organizer makes no warranty, implied or express, that any part of the Campaign will be uninterrupted and error-free.
- 13.3 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 Campaign or as a result of accepting the prize.
- 13.4 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 Campaign.
- 13.5 By entering the Campaign, 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.

## **14. Data protection and Publicity**

- 14.1 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 Campaign as well as publicity mailing, or other purposes relating to the Organizer's services, or services of other third companies that cooperate with the Organizer, unless otherwise indicated. The participants also consent that any profiling information given or any statistics that may be obtained through the Campaign regarding the profiling information can only be used with consent from the Organizer, which consent shall not be unreasonably withheld.
- 14.2 The Organizer will use such data in a confidential manner and participants could exercise the rights of access, rectification, deletion and objection to prior consent for sending publicity through a

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written communication addressed to the Organizer or via contacting the Organizer's call center on 310.

- 14.3 Participants agree that if they are awarded a Gift then their first name and the first letter of their last name will be published for informational purposes only.

## **15. Governing Law**

- 15.1 In any case of disagreement arises participants can present their complaint to the Organizer and the issue will be decided in accordance with the governing laws of Pakistan.