

“Seeyak Daanna, Thagi Dinanna” Prize Competition, 2018

Terms & Conditions

The following are the terms and conditions (hereinafter referred to as the **“Terms and Conditions”**) pertaining to the **“Seeyak Daanna, Thagi Dinanna”** (or ‘100ක් දානන, තෑගි දිනනන!’) promotional campaign bearing No. WP/GT 5095 (hereinafter referred to as the **“Prize Competition”**) which is carried out by Etisalat Lanka (Pvt) Ltd (hereinafter referred to as **“Etisalat”**, which term shall as herein used where the context so requires mean and include the said Etisalat Lanka (Pvt) Ltd., its affiliates, successors and permitted assigns).

The Prize Competition shall be in line with and subject to the provisions contained in the Prize Competition Act No.37 of 1957 as amended, the rules laid down by the Department of Inland Revenue, Sri Lanka from time to time and the prevailing policies of Etisalat as amended from time to time.

The Prize Competition will be held from 13th August, 2018 (hereinafter referred to as the **“Term”**). The following terms and conditions shall be applicable with effect from 13th August, 2018:

1. Nature of the Prize Competition

- 1.1 The Prize Competition is aimed at and designed to reward Etisalat’s mobile prepaid subscribers (hereinafter referred to as **“Subscribers”**).
- 1.2 The Prize Competition shall provide Subscribers an opportunity to participate and win prizes offered by Etisalat during the stipulated Term.
- 1.2 All winners pertaining to the Prize Competition shall be selected by way of a random selection process conducted by Etisalat, morefully described in Clause 4 hereto.
- 1.3 By participating in the Prize Competition, each and singular Subscriber shall unconditionally agree to the Terms and Conditions hereto and shall accede to be bound by the decision/s of Etisalat and Etisalat’s internal auditors pertaining to all matters in connection with the Prize Competition including without limitation, to the interpretation of these Terms and Conditions. For the purpose of clarity, each Subscriber by way of participating in the Prize Competition agrees to accept Etisalat’s decisions as final and the same shall not be disputed during the subsistence of the Prize Competition and thereafter.

2. Entry Requirements

- 2.1 In order to be qualified for the Prize Competition the Subscriber/s must be an Etisalat mobile prepaid package Subscriber.

3. Reasons for Disqualification

- 3.1 Any and all persons who are:

- 3.1.1 Non-Residents of Sri Lanka, Etisalat employees (which shall include employees/persons on contract basis/consultants or outsourced individuals who are serving at Etisalat who hold Etisalat numbers/connections including but not limited to service numbers/connections and/or staff numbers and/or other numbers/connections under such employee's NIC and/or Etisalat hotlines and/or Etisalat test numbers/connections and/or Etisalat dummy numbers/connections used as suspension accounts and/or any other Etisalat number/connection issued for internal purposes shall not be eligible to participate in the Prize Competition.

4. Mechanism of the Prize Competition

- 4.1 A cumulative value of One Hundred Rupees (Rs. 100/-) is to be spent in multiples of Forty-Nine Rupees (Rs. 49/-) or more on prepaid packages of an Etisalat connection during the period of the Prize Competition is granted a valid entry to the Competition.
- 4.2 In the event a subscriber does spend a cumulative value of One Hundred Rupees (Rs. 100/-) in multiples less than Forty-Nine Rupees (Rs. 49/-), they will not be eligible as a valid entry to the Competition.
- 4.3 The Subscribers who top-up as per the above-mentioned criteria in clause 4.1 will be eligible for the weekly draw as well as the monthly grand draw.
- 4.4 The Subscribers who top-up as per the criteria in clause 4.1 will only be eligible for the draw of the given week and month during which the subscriber has topped up his connection.
- 4.5 This competition will continue for a period of 12 weeks from the starting date of 13th August, 2018, and will be closed from the end of the 12th week onwards.

4.6 Weekly and Monthly Draw

- 4.6.1 The competition will consist of 2 types of draws, namely the weekly and monthly draws.
- 4.6.2 In the weekly draws, eleven (11) subscribers will be selected at random as winners of an LED television or one of ten (10) consolation prizes.
- 4.6.3 In the monthly draws, three (3) subscribers will be selected at random as winners of the grand prize of a motor-bicycle or one of two (2) gold coins.
- 4.7 The winners will be kept confidential and will only be made known to the public at the Weekly Draws and Monthly draws which will be held at a predefined time at the discretion of Etisalat. The details of the event and its winners will be broadcasted as per the decisions made by Etisalat.
- 4.8 There will be a total of Twelve (12) Weekly Draws and Three (03) Monthly Draws during the term of this competition.
- 4.9 All winning Subscribers shall be informed in the manner morefully described in Clause 7 hereto.
- 4.10 Any Subscriber who had been drawn as the winner of any of the monthly draws will no longer be eligible for any upcoming weekly or monthly draws of the competition.
- 4.11 Any subscriber who had been drawn as the winner of any of the weekly draws will no longer be eligible for the upcoming weekly draws, but will remain eligible for the monthly draws of the competition.

5. Applicable Dates

- 5.1 Dates for the draws:
 - 5.1.1 Draws pertaining to the Weekly Prizes and Monthly prizes shall be held at the discretion of Etisalat.
 - 5.1.2 All entries of a particular week shall be entitled for the Weekly and monthly draws.

6. Prizes

6.1 The prizes pertaining to the Competition shall be as follows:

6.1.1 Prizes issued weekly

Prize	Total Winners per Week	Total Winners per Month	Total Winners throughout Competition
Motor-bicycle	None	01	03
Gold Coin	None	02	06
LED Television	01	04	12
Consolation prizes	10	40	120

6.2 All prizes issued in line with the Prize Competition shall remain non-transferable at all times.

7. Notification of Winners and Claiming of Prizes

7.1 Etisalat shall inform all the Subscribers who have been randomly drawn as winners of the competition via SMS.

7.2 Subscribers who have been contacted will be provided contact information by Etisalat at their discretion.

7.3 Etisalat shall not be liable for any fraudulent calls received by the Subscribers from any other number.

7.4 The prizes will be distributed to the randomly selected winners under the discretion of Etisalat.

7.5 All Prize Competition winners shall claim their respective prize within seven days (07) days from the time the winner is identified.

7.6 All Prize Competition winners shall settle in full any and all out-standing payments owed to Etisalat prior to claiming their prize. The grace period for outstanding settlements shall be Five (05) working days.

7.7 In order to claim the prize relevant Etisalat connection (as morefully described in clause 2 herein 'Entry Requirements') should be registered under the winner's name. For the avoidance of doubt only the winner under whose name the connection is registered (at the time the winner is identified by Etisalat) will be allowed to claim the prize. If the winner is not the registered owner of the Etisalat connection the winner will be disqualified.

7.8 In order to collect the prizes, winners shall provide necessary identification

documents including but not limited to the National Identity Card under which the relevant Etisalat connection is registered.

- 7.9 In the event a Prize Competition winner fails to fulfill any one or more of the above requirements (as applicable), Etisalat shall have the sole discretion to disqualify that particular Prize Competition winner and at their discretion, randomly select another customer to receive the prize.
- 7.10 Etisalat reserves the right to disqualify any Subscriber who participates in the Prize Competition, if Etisalat is of the view that the Subscriber has breached any one or more provisions of the Terms and Conditions hereto.
- 7.11 Etisalat shall not be held accountable for the non-delivery of the SMS notifications to the Subscribers owing to any reason whatsoever.
- 7.12 Etisalat shall not be liable for any system issues or manual lapses which results in not receiving weekly draw numbers, automated prize redeems.
- 7.13 Subscriber shall understand that the 'Etisalat – Dinana Waram' is a lucky draw-based prize competition and does not guarantee any definite prizes to each and every Subscriber. Etisalat shall not be liable to pay any damages to any Subscriber in the event of any system or manual issues occurred in the process.
- 7.14 All the prizes shall be redeemed within three (03) months from the time the winner is identified. Prizes not redeemed within the said three (03) month period shall be forfeited.

8. Customer Inquiries & Complaints

- 8.1 For General complaints and inquiries in relation to the Prize Competition all Subscribers can contact Etisalat on the Customer care hotline number 1727 only.

9 Rights of Etisalat

- 9.1 Etisalat reserves the right to verify if the entries submitted for the draw are from Subscribers under whose name the relevant Etisalat connection is registered and remains so at the time of entry to the Prize Competition and Etisalat shall at times be authorized to verify the names and addresses of the winners through the internal data bases of Etisalat as and when required.
- 9.2 All Subscribers warrant that they have read and fully understood the Terms and

Conditions hereto which is available for public viewing at www.Etisalat.lk.

- 9.3 Etisalat reserves the right to publish the names of the winners on any preferred media.
- 9.4 Etisalat's decision, in concurrence with the Western Province, Department of Revenue rules and regulations, regarding this Prize Competition will be deemed final and non-negotiable.
- 9.5 Etisalat will pay all taxes that it is required to bear by law. It is the prize winner's obligation to pay all the taxes that he or she may be liable to bear in respect of the prize.
- 9.6 Etisalat reserves the right to amend the Prize Competition or its offers or Terms and Conditions without prior notice to the Subscriber/s.
- 9.7 In the event of any dispute, Etisalat's decision shall be final.
- 9.8 Etisalat shall have the absolute right to transfer its rights and liabilities hereunder to its successors or assigns without any prior notice thereof.

10. Applicable Law and Dispute Resolution

- 10.1 The Terms and Conditions hereto shall be governed by the laws of Sri Lanka.
- 10.2 Any dispute arising out of these Terms and Conditions or the conducting of the Prize Competition shall be settled by a competent court of Sri Lanka.