

Terms & Conditions

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Terms & Conditions

MOBILE ADVERTISING TERMS AND CONDITIONS

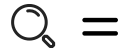
Terms and Conditions

Mobile Advertising Terms and Conditions

NOTE:

A. The following Terms and Conditions contain assumptions of risk and/or liability by you and limit and exclude liabilities, obligations and legal responsibilities which Mobile Telephone Networks (Proprietary) Limited, Registration Number 1993/001436/07 ("MTN") will have towards you and other persons. These Terms and Conditions also limit and exclude your rights and remedies MTN and place various risks, liabilities, obligations and legal responsibilities on you. These Terms and Conditions may result in you being responsible for paying additional costs and amounts and MTN may also have claims and other rights against you.

B. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions



C. Please read these terms and conditions carefully. Participation in this Offer will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Offer.

D. Please note that these Terms and Conditions are subject to your Subscriber Contract Terms and Conditions.

E. Privacy notice

By accepting to participate in this offer and as a consumer of MTN Mobile Advertising you understand that your data (i.e. age, gender, device type, interests) may be shared with Third Parties in an anonymised way to enable profiling for targeted advertisements. Under no circumstances will your personal information be shared (i.e. your name or MSISDN or location) which identify you uniquely as a user, without your explicit consent.

MTN in partnership with a third-party platform provider may use the anonymised shared data and perform some analytics to create a profile, This profile will enable MTN to tailor the kinds of marketing promotions exposed to you as a user, reducing spamming or unwanted communications, while enhancing your user experience and engagement.

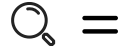
Your participation in this offer is free to you as user and the data consumed is also free so that you can enjoy viewing advertisements to your satisfaction.

SECTION 49 CONSUMER PROTECTION ACT NO 68 of 2008 NOTICE, THE FOLLOWING TERMS ARE IMPORTANT TO NOTE: 2, 3, 4, 5, 9 and 10

1 Introduction

1.1 Mobile Advertising is a new service that will be provided to enable MTN and Third Party advertisers to buy advertising inventory via a mobile advertising platform provided by Out There Media (OTM).

1.2 OTM is a third-party platform provider with advanced analytics and targeting capabilities, which enhance the probability of success for the marketing campaigns to be exposed to MTN subscribers who have opted in to receive third party promotions/messages or ads via their mobile phones.



MTN subscribers who opt in to the service stand a chance to win 1 out of 9 devices, winners will have the option to choose between an Apple iPhone XS 64G, Samsung S9 (“the Offer/Offering”).

2 Offer Period

2.1 The Offer will be available from the 1st of December 2018 until 31 December 2018

2.2 Notwithstanding the Offer Period, MTN may, in its sole and absolute discretion, amend the duration of the Offer Period to a shorter or longer period, or withdraw the Offer in its entirety, with notice to you. Visit www.mtn.co.za regularly for notices, updates and/or changes to services.

3 Qualifying Customers

3.1 The Offering is available to the following:

All customers who have explicitly opted-in for the service.

(the “Qualifying Customers”).

4 Prizes:

4.1 The Winner stands a chance to win:

4.1.1 an iPhone XS or Samsung S9;

4.1.2 The total cost for each iPhone is R21 311, each Samsung R18103;

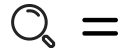
4.1.3 Customers have the option to choose one of the devices cited on clause 4.1.2 once they are selected as the winners to this Offering.

4.2 When will the Draw take place?

The Draw for the Prize will take place on 14 January 2019.

Winners will be contacted telephonically.

5 What does the Offer entail?



6 Terms and Conditions:

6.1 MTN will extract all customers who are not part of the “Do not disturb” and push a campaign to opt-in to receive MTN Mobile Advertising messages.

6.2 MTN will only share data of the customers that have opted-in to receive MTN Mobile Advertising messages.

6.3 On each SMS the customer receives, will have the option to Opt-out by dialling *141*5# USSD string with a clear menu providing the option to Opt-out of MTN Mobile Advertising or respond via SMS to 30212 to STOP receiving messages.

6.4 Only Opted-in customers data will be used for MTN Mobile Advertising and users will be able to access the T&Cs for MTN Mobile Advertising on www.mtn.co.za detailing how their data will be used.

6.5 The messages to the customer will state exactly what the intent and purpose of the data sharing is for.

6.6 OTM will not use the customer information for any other purposes except for the marketing and advertising.

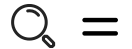
6.7 MTNSA takes every reasonable practical method to ensure that data is secured.

7 RICA

7.1 In terms of the Amended Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 (“RICA”), you are obliged to provide proof of your full names, surname, Identity Document number and residential address to a RICA officer when purchasing a SIM card. This is necessary to activate you as a customer on the MTN network.

7.2 MTN is obliged by law not to activate your SIM card on the MTN network if you have not complied with the RICA registration requirements.

7.3 By law, if a SIM card is lost, stolen or damaged, you are required to immediately notify the South African Police Services in writing. You will also have to immediately notify MTN and request the SIM card to be suspended.



SIM card can use the SIM card, they must provide proof of their full names, surname, Identity Document number and residential address to an approved MTN RICA officer to register them as a customer on the MTN network. Once they have complied with RICA, and the RICA information is received by MTN, MTN will reactivate the SIM card.

7.5 If you change ownership to a third party, the Offer is not transferable.

7.6 Failure by any person holding/using a SIM card to comply with RICA is an offence. Contact your service provider or see www.mtn.co.za for details.

8 Cancellation

8.1 Qualifying Customers may cancel their Offer by contacting the MTN stores or call centres.

8.2 Qualifying Customers are bound to the cancellation provisions contained in their Qualifying Customer Contract Terms and Conditions, which includes, but is not limited to, the liability of cancellation charges.

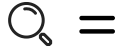
9 Modification of Terms and Conditions

9.1 See www.mtn.co.za for product and services rules and updated Terms and Conditions from time to time. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.

9.2 MTN reserves the right at any time to modify, suspend or discontinue the Offer (on notice to you), with notice, without liability to you or any third party. MTN will under no circumstance be liable to you for any error, delay, failure or non-availability of the Offer, and you indemnify MTN against any damage or loss you may sustain as a result of possession and/or use of the SIM card, MTN network services, or any error, delay, failure or non-availability of the Offer. Visit www.mtn.co.za regularly for notice, updates and/or changes to services.

9.3 Any changes will be posted on www.mtn.co.za, your continued use of the products and/or services with the amended rules will be deemed to be accepted by you. It is your responsibility to review these Terms and Conditions regularly.

10 Limitation of Liability



10.1.1 if MTN does not supply or deliver any device or SIM card/s on the required date or time; or

10.1.2 If the MTN network services are interrupted, suspended, or cancelled, for whatever reason; or

10.1.3 if MTN does not suspend the provision of the MTN network services to you after you have specifically requested MTN to do so; or

10.1.4 if the loss or damage was caused by any negligent act or failure to act by MTN, its employees or agents; or

10.1.5 as a result of the use of any device supplied to you by MTN relating to this service.

10.1.6 Clause 10.1 does not limit or exclude any warranties or obligations which are implied into this service by the Consumer Protection Act (to the extent applicable) or which MTN gives under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

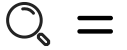
11 General

11.1 MTN is not responsible for a service being interrupted and/or failing for any reason or for any interruption in the network services or the Offer.

11.2 You will be able to access services only when you are in the Republic of South Africa in an area covered by the MTN network.

11.3 You will be solely responsible for all products and services contained in the Offer from delivery of the Offer to you. Accordingly, MTN takes no responsibility for any loss or damage of any of the contents of this Offer including the SIM card, where applicable, or any MTN Internet bundle credits associated with the SIM card. In the event of theft or loss of your device and/or SIM card, such items must be replaced at your own cost; you are obliged to report such loss or theft to the South African Police Services immediately, and to request MTN to suspend such SIM Card.

11.4 MTN reserves the right, in its sole and absolute discretion, to terminate or suspend your participation in the Offer or the network services where MTN suspects abuse of its network, the Offer, any of its services, fraud, criminal activity or where your participation in the Offer



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