

TERMS & CONDITIONS FOR THE CONTEST

PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “**CALL TO WIN**” (“CONTEST”). BY PROCEEDING WITH REGISTRATION FOR THIS CONTEST, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT PARTICIPATE IN THE CONTEST.

Terms and Conditions

This Contest is brought to you by Starfish Mobile Nigeria, a company incorporated as per laws of Nigeria (“**Starfish**” or “**Organizer**”) and the Prize(s) of the Contest shall be sponsored by Starfish or any third party agency appointed for this purpose by Starfish. This Contest is purely on “best effort” basis and the participation is voluntary for the eligible applicants.

An Applicant, by participating in the Contest hereby agrees to the Terms and Conditions mentioned below and gives his/her consent to the criteria and process of selecting the winner(s) as set out herein, and any appropriate changes that may be made to this Contest by Starfish due to any legal or regulatory requirement, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of Starfish, its affiliates and associates.

Also, by participating in this Contest, the applicant:

- Warrants that he/she has read understood and agreed to conform to these Terms and Conditions.
- Warrants that the accuracy, truthfulness and currency of all information that he/she may have submitted.

These Terms and Conditions are also made available on the website at the following address
www.starfishmobile.com

1. **Definition**

In this Terms and Conditions, the following terms shall carry the meaning assigned to them herein below:

“**Prize**”: shall mean and limited to: 1st prize: 5 Days all-expense paid trip to Dubai for one person with a \$500 shopping allowance; 2nd prize: 32 Inch LED TV and Full DSTV Setup with 6 Month free DSTV Subscription and 3rd prize: 32 Inch LED TV

“**Applicant**”, “**You**” and “**Your**” shall refer to the participant for this Contest, individually or as a Team.

“**Subscriber**” shall mean subscriber of Etisalat, Nigeria

2. **Contest Entry Period:**

The Contest is open for a limited period from 5th October, 2014 and ends at 5th January 2015 [90 days] .

3. Qualification & Eligibility:

The Contest is open to those subscribers of Etisalat who fulfill the following criteria:

- a) He/she must be resident of Nigeria and above 18 years of age.
- b) He/she must be existing active & registered subscriber of Etisalat and not merely player using such mobile number.
- c) He/she must not have been either convicted and / or prosecuted for commission of any criminal offence nor be of an unsound mind; and
- d) He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
- e) He/she must have sufficient Balance against his/her mobile number.

The communication mode for the Applicant shall be in English.

4. Rules

Users can enter the 'Call to Win Contest' by dialing IVR short code **21212** and get a chance to win various prizes. The contest will be played over IVR and will comprise of questions from various categories like General Knowledge, Entertainment (Nollywood), Sports and so on. The customer of the contest will be charged **20 Naira per minute** throughout the contest period

- User dials 21212 to start playing the contest.
- Each question will have two options to select the answer from, for each right answer 10 point will be awarded.
- After every question user will be updated with his score.
- All the users playing the contest will be ranked based on their score.
- Weekly prize for a user ranked highest in a particular week.
- Grand prize for a user ranked highest after the complete duration of the contest.

Options while you play

- To play the contest, Press 1
- - For contest Rules, Press 2
- - For contest prizes, Press 3
- - For contest T&C, Press 4
- - For score, Press 9

5. No liability

STARFISH shall not be responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. STARFISH is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment,

electronic, computer, hardware or software malfunctions or limitations of any kind. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, STARFISH reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. STARFISH further reserves the right to disqualify any Contestant who tampers with the submission process or any other part of the Contest. Any attempt by an Contestant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, STARFISH reserves the right to seek damages from any such Applicant to the fullest extent of the applicable law.

6. Prizes

1 st Prize Winner	5 Days all-expense paid trip to Dubai for one person with a \$500 shopping allowance.	N350,000
2 nd Prize Winner	32 Inch LED TV and Full DSTV Setup with 6 Month free DSTV Subscription.	N120,000
3 rd Prize Winner	32 Inch LED TV	N45,000
Daily Wins	Recharge Cards	N120,000
Weekly Wins	Ipod Nanos, Club souvenirs and Jersey, Mobile Phones.	N180,000
Monthly Wins	Blackberry Phones, Ipods, and Laptops	N150,000

7. Taxes and Duties:

Distribution of Prize or payment of prize money might attract taxes and duties, as may be amended and applicable from time to time. To claim the prize, all the applicants shall pay such taxes and duties to the respective authorities and produce the proof of such payment prior to disbursement of the prize or prize money. Applicant hereby irrevocably authorizes STARFISH to deduct any such taxes and duties as may be applicable under law or hereafter amended from time to time.

8. The Winner shall not be entitled to the prize, in case he/ she fails to clear all outstanding dues payable to Etisalat Nigeria and / or is not an active Subscriber of Etisalat Nigeria on the date of claiming the prize.
9. All decisions of the Organizer in respect of all transactions under this Contest, including without limitation the selection of Winners and other related transactions shall be final and binding and no complaints, claims, correspondence or communication shall be entertained in this regard.
10. All prizes offered in this Contest are subject to availability. Organizer reserves the right to provide alternate models or brands of the same value or issue a Bank Voucher (defined below), for the value of the prize won under the Contest after deducting applicable taxes, which may be redeemed by the Winner at stores accepting such Bank Voucher, without prior intimation or consent of the Subscriber.
11. Winner(s) shall be selected by a panel of 3 judges to be appointed by the organizer. The decision of winner(s) will be made on the basis of maximum points earned during the contest period. The

decision of the Panel of Judges shall be final and binding on all the applicants. No appeal or review shall lie against the decisions of the panel appointed by organizer.

12. After the selection and validation of the Winners of all the prizes under the Contest, the Winners will be contacted, by calling them on 3 consecutive days on the number of the Winner registered with Etisalat, Nigeria, and will be given further details as to how, when and where they can collect their respective prizes. In the event the Winners do not answer the calls of the Organizer. The prizes must be claimed by the Winners within 30 days from the date of Intimation to the Winner, failing which, the prize(s) will be deemed to be forfeited by the Organizer(s) under the respective categories under the Contest. The prizes offered under the Contest may be given to the Winners during a special event, the venue, date and time of which shall be announced by the Organizer, at its sole discretion, subsequent to completion of the Contest. All cost and expenses of collecting the prize shall be borne by the contestant.
13. Without prejudice to the foregoing Clause, any failure on the part of the Winners of the Contest to comply with directions issued by the Organizer shall entitle the Organizer, at its discretion, to cancel and forfeit the prize for the said Winner and/or the same prize will be given to the next eligible Winner.
14. The Subscribers hereby agree and undertake not to hold the Organizer, Etisalat Nigeria and/or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of their participation in the Contest .
15. Prize(s) shall neither be transferable nor exchangeable for cash, unless otherwise expressly agreed by the Organizer. Mere participation in the Contest shall not entitle a Subscriber to the prize. No other person or agent can claim the prize on behalf of the Subscriber, unless expressly mentioned herein.
16. All prizes must be claimed by the Winners, along with the documents specified herein below within the time period specified by the Organizer. The documents required to be submitted along with the claim by the Winners include the following (the document list is only inclusive and not exhaustive and can change as per the requirements of law):
 - a. Identity Proof;
 - b. Address Proof;
17. A Subscriber shall be considered ineligible if he/she does not conform to the conditions as stipulated in these Terms and Conditions, or cannot provide any of the required documents. The prizes shall be handed over by the Organizer on receipt of all the documents under Clause16, from the Winners, required to process the distribution of the prize
18. Any Subscriber providing any incorrect information or concealing and/or withholding any information from the Organizer with intent to participate and/or win any prize/s in this Contest will automatically be disqualified from participating in it and winning the different categories of prizes under the Contest. Such act of providing incorrect information or concealing and/or withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Etisalat, Nigeria number, domicile, payment of outstanding amount to Etisalat, Nigeria or any other information provided by the Subscriber, shall entitle the Organizer to disqualify him/her without any further intimation.

19. Organizer or any of their group entities or affiliates, their respective directors, officers, employees, agents, representatives, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), by a Subscriber and/or any third party, directly or indirectly, by use or non-use of the prizes offered in this Contest.
20. Etisalat Nigeria and the Organizer reserve the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Contest or any part thereof including the eligibility criteria, the Terms and Conditions and prizes at their sole discretion at any time during its validity as may be required including in view of business exigencies, changes by regulatory authorities, statutory changes and for other reasons beyond its control. The latest revised version of the Terms and Conditions shall be effective and binding on the Subscribers from the time of its posting on the Website. You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Contest. Your continued participation in the Contest will constitute your acceptance of the latest revised Terms and Conditions.
21. This Contest is being made purely on a “best effort” basis and participating in this Contest is voluntary.
22. The employees of Etisalat Nigeria, Starfish and their group companies, affiliate or associate companies shall not be eligible to win any of the prizes offered in this Contest
23. The Organizer and/or Etisalat Nigeria reserves the right, at any time, to unconditionally disqualify any Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Contest. Failure by the Organizer or Etisalat Nigeria to enforce any of their rights at any stage does not constitute a waiver of those rights.
24. These Terms and Conditions are subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Etisalat Nigeria and/or Starfish (“**Force Majeure Event**”).
25. **Dispute Resolution:** These terms are subject to Nigerian Law and the exclusive jurisdiction of the Civil Courts in Nigeria only.