

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND YOU AGREE THAT THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE MTN APPS CHALLENGE (THE “APPS CHALLENGE”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PARTICIPATE IN THE CHALLENGE.

1. DEFINITIONS

- 1.1 **App** - Refers to any mobile application (or mobile app). Mobile app is a software application designed to run on smartphones, tablet computers and other mobile devices.
- 1.2 **Internet of Things (IoT) Project** – Allows mobile or web app to interact with physical devices such as vehicles, buildings, farms etc.
- 1.3 **Animated Video** - A movie made by using a series of drawings, computer graphics, that are slightly different from one another and that when viewed quickly one after another create the appearance of movement.
- 1.4 **Project** – (Internet of Things [IoT], Animated Video, or Mobile App) submitted in the MTN Apps Challenge contest.
- 1.5 **Freelance** – Participants category where participants don't belong to, or don't want to represent any institution.
- 1.6 **MTN Apps Challenge** - Refers to the contest to produce and submit the best mobile app as per criteria defined by MTN including innovativeness and local relevance to the Ghanaian market.

2. CONDITIONS FOR PARTICIPATION

- 2.1 To be eligible to participate in the Apps Challenge, participant shall be resident in Ghana.
- 2.2 Participants can enter the competition with one or more Projects.
- 2.3 Participants can enter as individuals or teams with a maximum of three people in a team.
- 2.4 The contest is open to all developers in Ghana.
- 2.5 Participants that won in previous versions of MTN Apps Challenge are eligible to participate in the Apps Challenge.
- 2.6 Applications that did not win in previous versions of the Apps Challenge are eligible to participate with significant improvements to their Projects.
- 2.7 Local apps that are present on Android, Blackberry, Windows, and Apple stores can enter the competition provided that the relevant intellectual property rights to the apps are in place.
- 2.8 Students of institutions are allowed to enter Projects as Freelance and this will not conflict the institutions' slot in the Apps Challenge.

3. GENERAL INFORMATION

- 3.1 The Apps Challenge Launches on Monday, December 4th, 2017 at 11:00:00 AM.
- 3.2 The Apps Challenge is open to all developers in Ghana irrespective of age and gender.
- 3.3 Interested participants shall register for the competition via a portal to be published in the news media.
- 3.4 Participants shall be called via phone from MTN number 0244300000 to confirm their participation and demographic details.
- 3.5 Participants are required to submit their entries via the same portal used for registration.
- 3.6 Mobile App - Participants are required to submit their Mobile App (**Games & Entertainment, Business & Productivity** and **Lifestyle** apps only) via a portal to be published in the news media.
- 3.7 Animation Video Series - **Entertainment animation Series only**. Participants shall present a 5 pack series, maximum 3 – 5mins episode and create animation in 2D or 3D.
- 3.8 Internet of Things (IoT) projects – Projects involve **Transportation** (Traffic routing, Telematics Package monitoring, public transport) and **Health** (Patient care, Elderly monitoring, Hospital hygiene, Bio wearable's, food sensors) only.
- 3.9 Any submitted Project that does not fall in the specified category or sub groups will be disqualified.
- 3.10 Submission of Projects ends on Wednesday February 28, 2018 at 11:59pm.
- 3.11 Each individual or team is allowed to submit one or multiple Projects. It is recommended that one of the submitted Apps must run on the Android platform.
- 3.12 A panel of judges shall be appointed by MTN to test the submitted Apps and award marks based on their innovativeness and local relevance to the Ghanaian market and the ability to generate revenue.
- 3.13 Apps shall have a Ghanaian theme to connect with the potential users.
- 3.14 All participants are required to agree to the Terms and Conditions of the MTN Apps Challenge before participating in the Apps Challenge.

4. THE PARTICIPANT

- 4.1 Each participant on registering for the MTN Apps Challenge on the portal is required to 'click to accept' the Terms and Conditions outlined herein. Each member of a team shall register to participate.
- 4.2 No participant shall participate in the Apps Challenge without accepting the Terms and Conditions.

5. PRIZE

- 5.1 MTN reserves the right to substitute a prize for an item of equal or greater value in the event where all or part of a prize becomes unavailable.
- 5.2 Prizes are awarded without warranty of any kind from MTN, express or implied, without limitation.
- 5.3 Any potential winner who cannot be contacted within fifteen (15) days of attempted first notification shall forfeit his/her prize/award. An alternate winner shall be selected.
- 5.4 Cash prizes shall be paid with MTN Mobile Money to the winning participant upon issuance of invoice to Scancom Plc.

6. TAXES

Taxes associated with the cash prizes and all other prizes shall be borne by MTN.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 MTN shall have the right to use, copy, modify and make available to the public the submitted project in connection with the operation, conduct, administration, advertising and promotion of the Apps Challenge via communication to the public, and in all types of marketing, beta-testing and demonstration activities. This also includes, but is not limited to the right to make the submitted project available for sale in the MTN App Store as a free app or at a price to be determined by MTN after signing an agreement with the developer and to make screenshots, animations and video clips available to the public for promotional and publicity purposes.
- 7.2 Apps that win prizes in this Apps Challenge shall not be made available or sold to competitors of MTN in the telecom industry.
- 7.3 The intellectual and property rights to the App or project, if any, shall remain with the participant except that these terms do not supersede any other assignment or grant of rights in accordance with any other separate agreements between participants and any other parties.

8. DATA PROTECTION

- 8.1 Each participant acknowledges and agrees that in connection with the Apps Challenge, personal data, including name, age, gender, profession, address, educational institutions attended and contact information may be collected from him/her.
- 8.2 Each participant hereby acknowledges and consents to the fact that MTN may process, store, display such personal data to the public and otherwise use it for the purposes and within the context of the Apps Challenge. Furthermore, such

participant has the right to access and rectify any personal data held by MTN through contacting MTN on the phone number below.

9. WARRANTY AND INDEMNITY

- 9.1 Each participant warrants that the Project submitted is an original work and that they are the sole and exclusive owner and right holder thereof, and have the right to submit the Project in the Apps Challenge.
- 9.2 Each participant agrees and undertakes not to submit any Project that infringes on any third party proprietary, intellectual property, personal rights or other rights, including without limitation to copyright, trademark, patent, trade secret or confidentiality obligations.
- 9.3 To the maximum extent permitted by law, each participant indemnifies and agrees to keep indemnified MTN, its subsidiaries, agents, directors, officers, employees, representatives and assigns harmless at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the participant and/or a breach of any warranty set forth herein.

10. NO LIABILITY FOR ERRORS

- 10.1 MTN shall not be responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission.
- 10.2 MTN shall not be 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.
- 10.3 MTN shall not be responsible for inaccurate transmissions of or failure to receive entry information by MTN on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof.
- 10.4 MTN shall not be responsible for any typographical or other errors in the printing of the offer, administration of the Apps Challenge or in the announcement of the prize.

11. GOVERNING LAW

To the extent permitted by law, the rules, terms and conditions for the MTN Apps Challenge are governed by the laws of Ghana.

12. CONTACT MTN

- 12.1 This Apps Challenge is organized by Scancom PLC with its registered office at MTN House, Independence Avenue, Ridge, Accra, Ghana.
- 12.2 For queries, questions and further information regarding the MTN Apps Challenge, you may contact MTN on 0244300000.