

Win a free IPHONE X from SMART Promotion terms and conditions

Organizer – Kcell JSC

This promotion runs from 17 September 2018 through to 23:59 on 17 October 2018 (Astana time).

The promotion is open to all activ customers whose mobile numbers are registered to physical persons and who are years of age or older at the date of entry, and are the citizens of the Republic of Kazakhstan, or foreign citizens who have a residence permit in the Republic of Kazakhstan.

The following parties/persons are NOT allowed to participate in the Promotion: the employees of Organizer and their families (spouse, parents, adoptive parents, children, grand/step children, siblings, secondary siblings and grandparents); dealers of the Organizer and their employees.

1. GENERAL

1.1. To enter the drawing, activ customer must any time between 17.09.2018 and 17.10.2018 subscribe to the SMART bonus program (Program), by dialing *555*1# or using USSD menu *555#, or using this link <http://smart.activ.kz> or the one provided in the text messages from Activ, and keep their subscription active until 23:59 on 10 October 2018 (Astana time).

1.2. Should you unsubscribe from SMART on or before 17 October 2018, you will not be eligible to participate in the drawing.

1.3. By joining this promotion and accepting its terms and conditions, you confirm that you have read and agree to be bound by these Terms and Conditions.

1.4. Program terms and conditions <http://smart.activ.kz>

2. WINNER SELECTION

2.1. The winner will be selected randomly through <https://www.random.org/> website.

2.2. The prize drawing will take place on 20 October 2018 and the prize will be one free IPHONE X 64GB.

2.3. The winner will be selected and drawing results announced on or before 30 October 2018.

3. THE METHOD FOR AWARDING PRIZES

3.1. The drawing results, including winner's last name and initials (subject to receiving documents listed in par. 3.2 hereof), will be published on activ website, *News* section.

3.2. The representatives of Organizer will contact the winner using the mobile number which was used to register for the Promotion within 3 days after announcement of the drawing results in order to obtain his/her identity details and consent to receive the prize.

3.3. The winner shall within 2 (two) business days provide Organizer with:

- their identity documents and IIN;

- confirmation of his/her ownership of the mobile number registered for the promotion.

3.4. . Should the winner fail to provide the documents requested in par 3.3 hereof, the prize will be considered rejected by winner and Organizer has the right to, in its sole discretion, not to award the prize and no further prize claims will be accepted by Organizer.

3.5. If the prize is unclaimed or the winner's prize claim is rejected for any reason (incl. failure to provide identity documents), Organizer reserves the right to use it as it may find appropriate, including to select a new winner in accordance with these Terms and conditions.

3.6. Organizer has the right to refuse to give the prize away to the winner if the latter fails to fulfill any of the requirements of the Terms and conditions, Public Mobile Services Agreement or legislation.

3.7. The prize will be delivered at the Kcell Center that is nearest to the winner's location (according to the information provided by the winner) within 15 days after the winner has been identified. The winner will be informed of the date and time when he/she can pick up the prize.

3.8. There is not delivery of the prize at the winner's home address. The prize will be handed over to the inner against a handover-acceptance certificate.

3.9. The prize pool is formed prior to the beginning of the promotion and is fixed.

3.10. Manufacturer of the prizes is fully responsible for the quality of the prize).

3.11. Organizer is not responsible for a failure of the prize to meet the Winner's expectations.

4. NO CASH EQUIVALENTS OF THE PRIZE ARE PERMITTED

4.1. No cash equivalents of the prize awarded are permitted.

5. ADDITIONAL CONDITIONS

5.1. The full information about the Promotion can be found at activ.kz, smart.activ.kz

5.2. Organizer reserves a right to amend these Terms and conditions and place the updated information on activ.kz, smart.activ.kz

5.3. By participating in this Promotion, each participant also provides their consent to participate in promotional interviews, including radio and TV interviews, and other media, and gives consent to Organizer and / or third parties (engaged by Organizer) to produce a photo and video shoot with his/her participation. Also each participant agrees to have their names as well as video and photographic materials created with their participation made available to the public in any manner at the sole discretion of the Organizer; or used by the Organizer in its audio, photo and video materials without any compensation or prior notice. Each participant also agrees that their personal data may be used (collected and processed) by Organizer for the purpose of this Promotion.

6. TAXES

6.1. Organizer is responsible to timely report and pay the income tax applicable to the prize winners under the RK laws.

6.2. Except as provided herein, all other payments as may be due in connection with the obtaining of prizes hereunder will be made by their Winners.

7. MISCELLANEOUS

7.1. Organizer reserves a right to amend these Terms and conditions if it does not contradict the legislation of the Republic of Kazakhstan and to communicate the updated information through his website.

7.2. Organizer is not under an obligation to maintain written correspondence or provide explanations in respect of the requirements to the participant's eligibility for a prize pursuant to these Terms and conditions.

7.3. This Promotion is run by Organizer in order to promote the Program and increase the number of subscribers.

7.4. All disputes arising in connection with this Promotion must be settled by negotiations. Failing which, such disputes will be referred to Kazakhstan courts and settled through the procedure prescribed by RK laws.

7.5. In case of claims brought against the Organizer in connection with the participant's violation of third party rights during this Promotion, the participant will be responsible to settle such claims on his/her own.

7.6. Organizer will publish these Terms and conditions on activ.kz website.

BY PARTICIPATING IN THIS PROMOTION YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.