

TERMS & CONDITIONS

FLASHWIN

The web game service is carried out by MBC Group hereafter “MBC” or as the “Organizer”.

1. Available SMS short-codes:

Country: UAE, Operator: Etisalat, Short-code: 5544, Subscription Cost/Day: AED 2.625 (VAT inclusive).

Country: UAE, Operator: du, Short-code: 2442, Subscription Cost/Day: AED 2.625 (VAT inclusive).

Country: KSA, Operator: Zain, Short-code: 705588, Subscription Cost/Day: SAR 2.30 (VAT Included).

Country: KSA, Operator: Mobily, Short-code: 602070, Subscription Cost/Day: SAR 2.30 (VAT Included).

Country: KSA, Operator: STC, Short-code: 801249, Subscription Cost/Day: SAR 2.30 (VAT Included).

Country: Bahrain, Operator: STC, Short-code: 98776, Subscription Cost/Day: BHD 0.13.

Country: Bahrain, Operator: ZAIN, Short-code: 94410, Subscription Cost/Day: BHD 0.13.

Country: Egypt, Operator: Vodafone, Short-code: 6699, Subscription Cost/Day: EGP 3.

Country: Egypt, Operator: Orange, Short-code: 5030, Subscription Cost/Day: EGP 3.

Country: Egypt, Operator: Etisalat, Short-code: 1722, Subscription Cost/Day: EGP 3.

Country: Jordan, Operator: Orange, Short-code: 97775, Subscription Cost/Day: JOD 0.2.

Country: Jordan, Operator: Zain, Short-code: 97960, Subscription Cost/Day: JOD 0.2.

Country: Jordan, Operator: Umniah, Short-code: 98089, Subscription Cost/Day: JOD 0.2.

Country: Kuwait, Operator: Zain, Short-code: 4343, Subscription Cost/Day: KWD 0.15.

Country: Kuwait, Operator: STC, Short-code: 4343, Subscription Cost/Day: KWD 0.15.

Country: Kuwait, Operator: Ooredoo, Short-code: 4343, Subscription Cost/Day: KWD 0.15.

Country: Palestine, Operator: Jawwal, Short-code: 1622, Subscription Cost/Day: ILS 1.5.

Country: Palestine, Operator: Ooredoo, Short-code: 6145, Subscription Cost/Day: ILS 1.5.

Country: Tunisia, Operator: Orange, Short-code: 85560, Subscription Cost/Day: TND 1.

Country: Iraq, Operator: Zain, Short-code: 3369, Subscription Cost/Day: IQD 200.

Country: Iraq, Operator: Asiacell, Short-code: 2277, Subscription Cost/Day: IQD 200.

- 1.1. The subscription to the “Flashwin” web game service is free of charge for the first day and for one and only time. The free subscription applies to specific Operators and is subject to changes. Subsequently the charge is per day as mentioned.

- 1.2. Organizer participants may subscribe to the service “Flashwin” by:

- 1.2.1. Sending anything as SMS text message to the Organizer SMS short codes, will be accepted and will be considered a subscription.
- 1.2.2. Entering on the web site: <http://www.flashwin.net>, completing the subscription by selecting their operator, inserting their mobile number, verify their mobile number, then clicking on Subscribe Now or Start button.
- 1.2.3. Entering on the web site: <http://www.flashwin.net>, completing the subscription by verifying their mobile number, then clicking on Subscribe Now or Start button.

- 1.3. Upon Subscription, the users will be awarded with points for the prizes and they will also be able to see the information of the day, which can be found in the following URL:
<http://www.flashwin.net>

2. The Organizer of the promotional service:

mbc Group FZ LLC, Dubai, U.A.E. Legal address: Dubai Media City, Building 1. Dubai, U.A.E.

3. The name of the service:

Flashwin

4. Time frame of the service:

- 4.1. The service begins on 10/09/2018, 00:00:01 and continue until Organizer communicates the ending date. Please check online at <http://www.flashwin.net>.
- 4.2. The Organizer reserves the right to stop/amend the service and amend the current Terms & Conditions without prior notice.

5. Acceptance of Terms of Use:

- 5.1. All participants warrant that they have read and fully understand these Terms and Conditions which are on public view at <http://www.flashwin.net>
- 5.2. By sending an SMS to the SMS Short-Code (section 1), clicking the Subscribe Now or Start button in <http://www.flashwin.net>, clicking the Subscribe Now or Start button in Flashwin web app and registering to the Subscription Service, the participants signal their complete acceptance and full understanding of these Terms and Conditions and agree:
 - 5.2.1. To receive communication via SMS or/and web or/and application notification from the Organizer on their mobile phones relating to the "Flashwin" service;
 - 5.2.2. To receive communication/advertising via SMS or/and web or/and application notification offers from the Organizer or from other companies that cooperate with the Organizer.
- 5.3. The Organizer reserves the right to cancel or amend the offer and these Terms and Conditions at any time and without prior notice. Any changes will be posted online on <http://www.flashwin.net>.
- 5.4. In the event of dispute regarding the Terms and Conditions, conduct, results, and all other matters relating to the Competition, the decision of the Organizer shall be final and no correspondence or discussion shall be entered into.
- 5.5. This Agreement will remain in full force and effect while the Organizer provides the offer (not taking into account temporary suspensions of the offer for operational reasons, e.g. for repairs, planned maintenance or upgrades).

6. Participants of the Service:

6.1. The following are eligible to participate:

- 6.1.1. Natural persons (other than people employed by the Organizer, or its partners, for the period of the Competition, and also their relatives up to 4th degree and spouses), who are Organizer employees during the period of the service. If the winner is a minor (under 18 years old), then at the delivery date of delivering the prize, the winner's guardian must appear to collect the prize having his ID as well as a certification proving that he is the guardian.
- 6.1.2. Legal entities (e.g. in the case of corporate-owned Mobile Subscriber Numbers of all Operators involved in this service). Only an authorized signatory on behalf of the legal entity will be entitled to take receipt of the prize.
- 6.1.3. The Organizer reserves the right to disqualify any entrant (either as unique MSISDN or as Natural person / Legal Entity) if it has reasonable grounds to believe the entrant has breached any provision of the Terms and Conditions.
- 6.1.4. By participating in the service, entrants hereby warrant that all information submitted is true, current and complete.
- 6.1.5. Each trial/token given for a specific gamemode can be redeemed for a single game of that gamemode only, and must be acquired by a purchase or rewarded upon the successful renewal of his/her subscription in the service, and the organizers reserves the right to disqualify any entrant (either as unique MSISDN or as Natural person / Legal Entity) if it has reasonable grounds to believe the entrant has acquired tokens or played more games than he/she is eligible for following the terms and conditions of the service.

7. Availability and accessibility of information and Opt-out mechanism:

- 7.1. All the information for the participants of the "Flashwin" web game with regards to the game are published at <http://www.flashwin.net>.
- 7.2. Information about the number of points (participations/points) during the service are posted to the website <http://www.flashwin.net> and users are able to check them upon successfully logging-in.
- 7.3. Each participant can unsubscribe from the service and stop receiving any information about the service by sending an SMS with the unsubscription keyword communicated within the service upon subscription to the SMS short-code Table 1. The points do not reset upon opt-out and can be activated if a user re-subscribes. After opt-out a user might receive updates from the service on new prizes/offers.
- 7.4. If after the participant chooses to send again an opt-in keyword to the Short Code, he/she will be again considered as a subscribe in the service and his points will be retained.

- 7.5. If the service is terminated, the Organizer of the service will publish in the official resources of "Flashwin" (<http://www.flashwin.net>) a message about the termination of the service.
- 7.6. During the service, the Organizer reserves the right to add or terminate the SMS short code Table 1 or web app game participation. If the latter one happens, all the subscribers who have participated during the service still reserve their points for the prizes.
- 7.7. Interruption or early termination of the service shall not release the Organizer from its obligation to give out already awarded prizes and execute other actions required, except for the cases when termination or interruption of the service was called by actions or events which are not under the Organizer's control.
- 7.8. The Organizer of the service shall not release personal information about participants of "Flashwin" to any third parties unless required to do so by law or in order to comply with the U.A.E. government entities.
- 7.9. The Organizer reserves the right not to enter into written negotiations or otherwise contact with the participants of "Flashwin" other than in accordance with the Terms and Conditions or in accordance with the requirements of the current legislation of U.A.E.

8. Regulations of participation in the Competition:

To subscribe in the service the user must send an SMS to the SMS Short-Code Table 1, or by clicking the Subscribe Now or Start button in <http://www.flashwin.net>, web app and registering to the Subscription Service, Organizer's users subscribe to the "Flashwin" service that awards them points for the prizes, three(3) trials for the "Flashwin" web game.

Every participant who opts-in to the subscription service for first time has a one (1) day free trial period for one and only time, where he/she receives the relevant daily points, and up to three (3) trials for the "Flashwin" web game for free. The one (1) day free trial period applies to specific Operators and is subject to changes. Afterwards, the subscription service is charged on a daily basis based on the subscription rate mentioned in SMS Short-Code (section 1).

- 8.1. Each subscriber will have three (3) trials for the "Flashwin" (no matter the participation medium) upon every successful subscription renewal. The trials from the subscription renewal are expired after 24 hours (from the date and time of subscription) if they are not used.

- 8.2. Each subscriber can buy additional trials for the "Flashwin" by visiting the home page of the website <http://www.flashwin.net>, clicking the button (Buy Now) or by sending a dedicated keyword to the Operator Shortcode. The cost of 1 extra trial as mentioned:

Country: UAE, Operator: Etisalat, Bundle Cost: AED 3.15 (VAT inclusive)

Country: UAE, Operator: du, Bundle Cost: AED 3.15 (VAT inclusive)

Country: KSA, Operator: Zain, Bundle Cost: SAR 3.45 (VAT Included)

Country: KSA, Operator: STC, Bundle Cost: SAR 3.45 (VAT Included)

Country: KSA, Operator: Mobily, Bundle Cost: SAR 3.45 (VAT Included)

Country: Bahrain, Operator: STC, Bundle Cost: BHD 0.3.

Country: Bahrain, Operator: Zain, Bundle Cost: BHD 0.3.

Country: Egypt, Operator: Vodafone, Bundle Cost: EGP 5.

Country: Egypt, Operator: Orange, Bundle Cost: EGP 5.

Country: Egypt, Operator: Etisalat, Bundle Cost: EGP 5.

Country: Jordan, Operator: Orange, Bundle Cost: JOD 0.5.

Country: Jordan, Operator: Zain, Bundle Cost: JOD 0.5.

Country: Kuwait, Operator: Zain, Bundle Cost: KWD 0.3.

Country: Kuwait, Operator: STC, Bundle Cost: KWD 0.3.

Country: Kuwait, Operator: Ooredoo, Bundle Cost: KWD 0.3.

Country: Palestine, Operator: Jawwal, Bundle Cost: ILS 3.

Country: Palestine, Operator: Ooredoo, Bundle Cost: ILS 3.

Country: Tunisia, Operator: Orange, Bundle Cost: TND 2.5.

8.3. Each Bundle gives four (4) trials for the "Flashwin" web game upon every successful purchase charging. The trials from the purchased Bundles are expired after 7 Calendar Days (from the date and time of purchase) if they are not used.

8.4. Each subscriber has the opportunity to play the trials of the "Flashwin" web game per calendar day by using his available trials under his account details.

9. Place, date, time and order of the prizes:

9.1. The formation of subscribers' record for the whole period of the service will start at 00:00:01 hours on the first day of the service Riyadh time and end at 23:59:59 hours on the last day of the service Riyadh time.

9.2. Winners' award will be conducted instantly by answering ten (10) questions of one (1) game correctly within the allowed time limit or via electronic draw. Prizes are mentioned below:

9.3. Instant Prize:

9.3.1. Every time that a participant responds to all the ten (10) questions of one game correctly and within the allowed time limit he/she wins instantly the Instant Prize.

9.3.2. Within the same day up to three (3) participants can win instantly, afterwards the game is locked until the next calendar day.

- 9.3.3. Winners of the Instant Prize are eligible to win the Weekly/Monthly prize or any other extra prize.
- 9.3.4. The Instant Prize's value is \$1,000, and it can be changed for limited periods of time in celebration of special occasions.

9.4. Weekly and/or Monthly Prize:

- 9.4.1. The \$2,000 prize winner will be determined via a draw based on points obtained by participants from February 21st 2022 until the day that the prize is given; March 31st 2022 and based on the points collected by playing any game.
- 9.4.2. The draw prize winner will be awarded with the value of \$2,000.
- 9.4.3. The winner is notified by the Organizer via phone call to his/her subscriber number. The winner will receive notice within 10 business days from the date of the nomination day. The name or its initials of the winners may be announced via SMS &/or via the website flashwin.net &/or promotion on Television to all or some of the subscribers included in the record.
- 9.4.4. Participants are eligible to win the \$2,000 draw for as long as they have subscribed in the service (as indicated in section "Regulations of participation in the Competition") and from February 21st 2022, they have been active in the subscription, have at least one (1) billed interaction, have collected at least 2,000 points by playing any game and have not unsubscribed.
- 9.4.5. The draw prize winner is eligible to win any other prizes.

9.5. Extra prizes:

- 9.5.1. During the aforementioned period the Organizer may also announce extra prizes to be awarded to service subscribers through draws.
- 9.5.2. Eligible for those prizes will be all the subscribers who are active during the corresponding time period.
- 9.5.3. An extra prize winner cannot win another extra prize but is eligible to win any other prize.

9.6. Mystery Box:

- 9.6.1. Before playing the trial the user will enter the "Mystery Box" phase allowing users to choose a bonus prize/booster/trial by selecting one box from the screen, the bonus doesn't replace the instant prize or any of the prizes, the bonus is an extra interactive element for users that gives them extra benefit.
- 9.6.2. The Mystery Box may hide extra trials for the games, extra points for the draws and any of the following prizes and gadgets:

Prize	Description
Cash voucher	Cash amount worth \$500
Galaxy S21 FE 5G	The Galaxy S21 FE is a great phone. For up to \$790, you get one of the best mobile chipsets of 2021, a decent camera system, Android 12 out-of-the-box, and more.

iphone 13 mini	The iPhone 13 mini from Apple is worth up to \$817 and is the best mini phone on the market. It lasts longer and offers bigger cameras, a brighter screen, and a much faster chip.
Playstation 5	PS5 is the most powerful PlayStation that Sony's ever made for up to \$572. Supercharged customised CPU and GPU, the system also plays host to an ultra-high speed SSD hard drive, allowing for entirely new experiences.
LV wallet women	The Emilie Wallet worth up to \$564 is elegance itself in supple Monogram canvas with a fresh lining colour. Numerous pockets and an attractive shape make it irresistible.
Huawei MatePad 11	The Huawei MatePad 11 worth up to \$ 381 comes with top specs, a fairly long-lasting battery and a great-looking screen, making it a worthy Android-alike tablet.
Xbox series X	The Xbox Series X worth up to \$340, sports a custom GPU with 12 teraflops of power and 52 compute units running at 1.825GHz. That's basically the most powerful graphics processing chip.
apple watch	Apple Watch SE worth up to \$313 has the latest motion sensors and microphone, offers robust health and safety capabilities including fall detection, Emergency SOS, international emergency calling, and the Noise app.
Galaxy watch	The Galaxy Watch 4 worth up to \$259 has fitness tracking and health monitoring features available, with an optical heart rate sensor (PPG), electrocardiogram (ECG), and bioelectrical impedance (BIA) sensor.
beats headphones	Beats Solo3 Wireless Headphones worth up to \$204, with up to 40 hours of battery life it is your perfect everyday headphone.
fitbit tracker	The Fitbit Luxe worth up to \$177 is a beautifully designed device that does most things that most people want in a fitness tracker, all while looking better than other comparable wearables.
JBL flip 6 speaker	If you want a solid and reliable party or adventure speaker, the JBL Flip 6 is a great option for up to \$163.
airpods	With plenty of talk and listen time, and an available wireless charging case, the AirPods (2nd generation) worth up to \$150 deliver an incredible wireless headphone experience.
Samsung tablet A7	With the Galaxy Tab A7 Lite worth up to \$150 enjoy movies and games on a wide 8.7-inch display. Minimized bezels deliver a greater screen-to-body ratio without increasing the tablet size.
JBL headphones	The JBL Live 650BTNC offers good noise-cancellation, battery life, comfort, and features for up to \$136.
Polaroid instant camera	Point, shoot, and keep your everyday moments forever with the Polaroid Now worth up to \$136. The new analog instant camera comes with autofocus to help you catch life as you live it.
Galaxy buds2	The Galaxy buds 2 worth up to \$111 offer three microphones and a built-in voice pickup unit help you make clearer calls, while a machine-learning based solution filters unwanted sound so you can better share your world with family and friends.

9.7. A winner cannot win a same prize type from Instant, Weekly and/or Monthly draws, Extra prizes, Mystery Box and Challenges more than once during the aforementioned period.

10. Terms of the prizes:

- 10.1. All prizes will be awarded not more than 180 days after the nomination day.
- 10.2. The winner is responsible for payment of due taxes and collections for the prize under any relevant current legislation. For tangible prizes, any costs other than its value such as shipping and registration will be borne solely by the winner.
- 10.3. The winners will be contacted by the Organizer. The winners must confirm in writing that they are the legal holder of the winning mobile subscriber number and that they are

entitled to the prize and shall complete all the necessary documents provided by the Organizer. All winners must provide identification documents in order to receive the prize. Prizes may be received by a representative of the winner by proxy upon written confirmation from the winner.

- 10.4. By participating in the "Flashwin", the winners agree that any of their data, including names, surnames, photos and video images, can be used for advertising purposes with no prior consent of the winner and free of charge.
- 10.5. The Organizer will select up to 10 runner-up winners and if the notified winner refuses the prize or fails to appear to collect it, then the Organizer will contact one of the relevant runner-up winners that they have won the prize. If none of the runner-up winners accept the prize or do not show up with 10 calendar days of notification then the prize will remain the property of the Organizer.
- 10.6. The Organizer reserves the right to cancel any winner if at any point of the prize awarding process fails to provide the requested data or proof to the organizer.
- 10.7. Decisions made by the Organizer will be final and no correspondence will be entered into. Prizes are not transferable.
- 10.8. If the participant who is contacted by the organizer does not answer, the organizer has the right to choose another participant. Accordingly, the participant who was contacted and did not reply loses his right to participate again in the same draw with the participant's acknowledgment and acceptance of all decisions issued by the organizer related to the awarding of prizes. And with the participant's acknowledgment that he is not entitled at any time to refer to the organizer with any right, claim or claim regarding his participation in the competition or the result and procedure of the draw and prizes. The phone number used by the subscriber to participate in Flashwin will be nominated in the draw.
- 10.9. If the announced prize is tangible prize (a car and/or any other prizes in kind), the organizer alone, without the winner, has the right to choose between delivering the prize in kind or paying the cash equivalent of the announced tangible prize according to the market price of the tangible prize, without the winner having the right to dispute the equivalent. Cash for the value of the tangible prize (and to avoid confusion, the winner may not choose to claim the value of the announced tangible prize in cash, since this right is granted to the organizer only). With the winner's acknowledgment that he has no right, at any time, to refer to the organizer with any right or claim regarding the organizer's right to use the right of choice between delivering the prize in kind or its value in cash, and the winner's acknowledgment also that he has no right to dispute the value of the cash equivalent For the prize in kind and that he considered what was stated in this declaration final and not subject to reversal, cassation, or appeal by any of the legal means of appeal.

10.10. In the event that the prize was sent to the winner for the first time and the winner did not receive it for any reason **within a period of (3) three months**, The winner will have another chance for the prize to be re-sent for a second time, and in the event that the winner is unable to receive the prize for the second time in this case **within a period of (3) three months**, the right of the prize will be cancelled and forfeited.

10.11. The winner shall bear all the expenses, fees and costs of sending the cash prize amount value via bank/wire transfer by deducting from the prize value, in the event that the organizer was required to re-send the bank transfer of the prize value to the winner due to any error or lack of data required for the transfer by the winner.

10.12. The organizer reserves the right to cancel the prize for any winner within a maximum period of 3 months from the date of winning the prize, in the event that the organizer is unable to communicate with the winner, or if the winner does not communicate with the organizer to send the required data to receive the prize.

11. Limitation of liability:

11.1. The Organizer accepts no responsibility whatsoever for, including without limitation, any error, omission, interruption, defect, delay in operation or transmission, communications line failure when it is not under its direct control and execution.

11.2. The Organizer reserves the right to whenever is deemed necessary temporarily suspend the Competition for operational reasons (e.g. for repairs, planned maintenance or upgrades). The Organizer promises to restore the Competition as soon as possible after any temporary suspension period.

11.3. The Organizer advises participants to use caution and common sense when participating in the Competition at all times.

12. Disclaimer of warranties:

12.1. Subscribers understand and agree that they participate in "Flashwin" web game at their own risk and willingness and have not been coerced in any manner to enter the game.

12.2. The Organizer makes no warranty, implied or express, that any part of the Competition will be uninterrupted and error-free.

12.3. Neither the Organizer nor any of its directors, employees, agents or suppliers shall accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant participating in the game or as a result of accepting the prize.

12.4. The Organizer is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the game.

12.5. By participating in "Flashwin" web game, subscribers agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against the Organizer, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from acceptance or user of any prize, including without limitation, personal injuries, death and property damage.

13. Data protection and Publicity:

13.1. Personal data related to voice, image, name or address and any other relevant information will be included in a filing system belonging to the Organizer as data controller, and can be used for taking part in the competition as well as publicity mailing, or other purposes relating to the Organizer's services, unless otherwise indicated.

13.2. Subscribers agree that if they win a prize then their names and partial digits of their mobile subscriber number will be published for informational purposes only on the web game <http://www.flashwin.net>

14. Governing Law:

In any case of disagreement arises subscribers can present their complaint to the Organizer and the issue will be decided in accordance with the laws of Dubai, United Arab Emirates.

15. Cash Voucher:

It's an online shopping voucher that the winners can redeem in one of the participating online stores.

16. Additional Terms & Conditions:

In the event that the winner of any of the tangible prizes is found to be a non-resident (under residency and not a tourist visa) in the following countries (Saudi Arabia, the United Arab Emirates, Kuwait, Bahrain, Oman, Qatar), the winner can delegate another person from the assets of them residing in the aforementioned countries and these conditions don't apply on the cash prizes.

To receive and register the prize in his name, according to the same preconditions, provided that he will not bear any legal or other responsibility towards any power of attorney by the winner to any person, prizes won by minors shall be received by their guardians only.

In the event that the winner is unable to receive the prize or delegate others to receive it within a period of six months from the date of winning, the winner is considered to have waived the prize and each of the organizer is entitled to give the prize to any other winner. The Winner of the respective prizes must provide identification documents (ID or passport) in order to receive the Prize. The winner must provide identification (contract, bill) that he/she is the legal owner of the winning MSISDN number. A winner (related to a same ID or passport) cannot win the same prize type again during the aforementioned period. Prizes may be received by a representative of the Winner of the prizes by duly certified authorization from the Winner of the respective tangible prize under the relevant current legislation and the authorized person must present a valid passport at time of collection of the Prize. The winner of the prize is responsible for payment of any due taxes and collections for the Prize under any relevant current legislation. In the event that any winner of the prizes fail to collect any prize within the time period, the Organizer shall be in a state of renunciation of his promise of the prize, and the Winner of any prize's right to claim it or any kind of compensation forfeits. Upon collection of the Prize by any winners of the prizes, the Organizer would have fulfilled all its obligations towards the Winner of the prize and the Winner of the prize hereby unequivocally and irrevocably releases and discharges the Organizer and any of its affiliates, officers, employees and managers from any and all actions, causes of action and claims arising under, in connection with or in relation to the collection of the Prize under the contestant Agreement. The Winner of the prize shall be solely responsible to pay immediately all and any taxes applicable to the amounts due under this agreement under any applicable laws including all and any taxes applicable to any prize the winner may receive.

17. Privacy policy:

Users can check the privacy policy following this link: <http://mbc.net/privacy>