

TERMS AND CONDITIONS

For conducting the Mobile Lottery Service “Zambia Millions”

The Mobile Lottery Service is carried out by Quatro Mobile Marketing Zambia Limited.

1. Available SMS codes and price points

1.1. SMS short codes as well as participation costs and participating operators are as below:

Operator	Short Code	Cost per Lottery Line received (daily)	Cost of SMS sent to the Short Code (for additional lines or other keyword commands)
MTN	4400	ZMW 1.50	ZMW 1.50
MTN	*4400#	ZMW 1.50	ZMW 1.50
ZAMTEL	4400	ZMW 1.50	ZMW 1.50
ZAMTEL	*4400#	ZMW 1.50	ZMW 1.50

- 1.1. Participants will automatically receive one Lottery Line per day once subscribed to the service, subject to the above mentioned cost of ZMW 1.50 (Full Price).
- 1.2. Participants may purchase additional coupons for ZMW 1.50 (full price) by sending the corresponding keyword SMS to the Short Code 4400.
- 1.3. As a means of expanding the affordability of participation, the Organizer may also make available a Reduced Price (ZMW 1.00) which, where/when available, will be automatically applied to both subscription renewals and on-demand purchases if at the time of each charge attempt the subscriber’s balance is insufficient for Full Price charge but is sufficient for a Reduced Price charge. In case a lottery line is purchased at the Reduced Price, entry into the corresponding draw is granted with equal probabilities of winning as with a Full Price entry, however the prizes for which Reduced Price entries are eligible for will be less than those of Full Price entries which are the default prizes. For avoidance of doubt, the jackpot for which each entry is eligible for based on the price at which it was charged, will be communicated to the participating customer by SMS on a case-by-case basis.
- 1.4. The price paid by customers is inclusive of VAT and Excise Duty whose values at the time of issuance of these Terms and Conditions are 16% and 17.5% respectively and subject to change at any time and without prior notice to customers following decisions of the ZRA and other competent authorities.
- 1.5. The Organizer reserves the right to make a “free-trial” available from time to time to new Participants of the Mobile Lottery, enabling them to Subscribe to the Service without paying for the daily Lottery Line received automatically. During a Free-Trial period the waving of cost shall apply exclusively to the Lottery Line received automatically by the Participants on a daily basis for the duration of the Free Trial and shall not apply to any other billable actions or requests initiated by the Participant. The Organizer also reserves the right to allow the first SMS sent by each user to the Short Code 4400 to be sent free of charge. Such offers may vary for the subscribers of each participating Mobile Network Operator. The details of these offers when applicable will be communicated to subscribers within the SMS communication and/or be made available on public view at www.zambiamillions.com.

2. The Organizer of the Mobile Lottery:

2.1. Quatro Mobile Marketing Zambia Limited, a company specialized in Mobile Marketing services, duly registered in the territory of the Republic of Zambia and operating the Mobile Lottery Service under License (#0000038) from the Lotteries Control Board and the Ministry of Finance of Zambia.

3. The name of the Mobile Lottery Service:

3.1. "Zambia Millions"

4. Location:

4.1. The Republic of Zambia

5. Time frame of the Mobile Lottery:

5.1. The Mobile Lottery "Zambia Millions" (the **Mobile Lottery**) is not scheduled for termination but may be terminated or suspended at any time. Please check online at www.zambiamillions.com .

6. Acceptance of Terms of Use

6.1. All participants warrant that they have read and fully understand these Terms and Conditions which are on public view at www.zambiamillions.com .

6.2. By sending an SMS (for Cost/SMS see Clause 1) to the Short Code, the participants signal their complete acceptance and full understanding of these Terms and Conditions and agree:

6.2.1. to receive SMS communication from the Organizer on their mobile phones relating to the Mobile Lottery;

6.2.2. to receive SMS communication/advertising offers from the Organizer or from other companies that cooperate with the Organizer.

6.3. The Organizer reserves the right to cancel or amend the offer and these Terms and Conditions at any time. Any changes will be posted online at at www.zambiamillions.com

6.4. In the event of dispute regarding the Terms and Conditions, conduct, results, and all other matters relating to the Mobile Lottery, the decision of the Organizer shall be final and no correspondence or discussion shall be entered into.

6.5. 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).

7. Participants of the Mobile Lottery:

7.1. The following are eligible to participate:

7.1.1. Natural persons of legal age to Participate in Lotteries under the applicable legislation of the Republic of Zambia (other than people employed by the Organizer, or its partners, for the period of the Mobile Lottery, including their relatives up to 4th degree and spouses as well as employees of the participating mobile network operators). If a prize winner who is requested to provide information for reception of their prize is not of legal age, then the winner's guardian must appear to collect

the prize having his/her ID as well as a certification proving that he/she is the guardian.

7.1.2. Legal entities (e.g. in the case of corporate-owned Mobile Subscriber Numbers of all Operators involved in this Mobile Lottery). In this instance, if a prize winner is requested to provide information for reception of their prize, only an authorized signatory on behalf of the legal entity will be entitled to take receipt of the prize.

7.1.3. The Organizer reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any provision of the Terms and Conditions.

7.1.4. By participating in the Mobile Lottery, entrants hereby warrant that all information submitted is true, current and complete.

8. Availability and accessibility of information and Opt-out mechanism

8.1. All the information for the participants of the Mobile Lottery with regards to the Mobile Lottery shall be published at www.zambiamillions.com.

8.2. Information about the draw results might be periodically sent to participants by SMS, and will be published at www.zambiamillions.com. Additionally, participants may request draw results by sending the keyword "RESULT" or "RESULTS" followed by a space and the date of the draw in DD/MM/YYYY format, to the Short Code 4400.

8.3. Information about the size of the Jackpot of the upcoming draw will be periodically sent to participants by SMS, and will be periodically published at www.zambiamillions.com.

8.4. Each participant can drop out of the Mobile Lottery and stop receiving any information about the Mobile Lottery by sending an SMS with keyword "STOP" to the Short Code 4400. If after this the participant chooses to send a new SMS message to the Short Code, he/she will be again considered as a participant in the Mobile Lottery.

Alternatively, each participant can drop out of the Mobile Lottery via the Zambia Millions website (publicly available at www.zambiamillions.com). Upon clicking the appropriate link to initiate the unsubscription process, the participant will be asked to submit the mobile number he/she wishes to unsubscribe using the respective text field. Then, the participant will receive a secret PIN code via SMS (free of cost from Short Code 4400) on the mobile number they submitted. The Participant must then submit this PIN using the respective text field on the website so as to finalize and confirm the validity of their request. A second and final SMS (free of charge) confirming the successful unsubscription will then be sent to the participant as soon as the process is complete. The process is only completed when this confirmatory SMS is received. The participant may repeat the process in case the SMS was not received within a few minutes.

8.5. If the Mobile Lottery is terminated, the Organizer will publish in the official resources of the Mobile Lottery (www.zambiamillions.com) a message about the termination of the Mobile Lottery.

8.6. During the Mobile Lottery the Organizer reserves the right to add to, alter or terminate any of the above keywords and/or short codes. If this occurs, Participants shall be duly informed of the changes through an amendment to the present Terms and Conditions.

8.7. Interruption or termination of the Mobile Lottery 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 Mobile Lottery was called by actions or events which are not under the Organizer's control.

- 8.8. The Organizer of the Mobile Lottery shall not release personal information about participants of the Mobile Lottery to any third persons unless these Participants are winners of a Mobile Lottery Prize (the Organizer reserves the right to publish the names and pictures of winners as a pre-condition for the completion of prize reception by the winners) and/or in the event that such a release of personal information is required by law or in order to comply with requests and decisions of government entities of the Republic of Zambia.
- 8.9. The Organizer reserves the right not to enter into written negotiations or other contact with the participants of the Mobile Lottery other than in accordance with the Terms and Conditions or in accordance with the requirements of the current legislation of the Republic of Zambia.

9. Regulations of participation in the Mobile Lottery:

- 9.1. To participate in the Mobile Lottery the participant must send an SMS to the designated Short Code.

Alternatively, each participant can subscribe to the Mobile Lottery via the Zambia Millions website (publicly available at www.zambiamillions.com). Upon clicking the appropriate button to initiate the subscription process, the participant will be asked to submit the mobile number he/she wishes to subscribe using the respective text field and accept the service's Terms and Conditions. Then, the participant will receive a secret PIN code via SMS (free of cost from Short Code 4400) on the mobile number they submitted. The Participant must then submit this PIN using the respective text field on the website so as to finalize and confirm the validity of their request. A second SMS (free of charge) confirming the successful subscription will then be sent to the participant as soon as the process is complete. The participant may repeat the process in case any of the two SMS was not received within a few minutes.

- 9.2. Participation is secured by the purchase of at least one valid Lottery Line comprised of six (6) unique numbers ranging from 1 to 49. Each Lottery Line is only valid for one draw, which shall always be the immediately upcoming draw after the broadcast of the corresponding Lottery Line purchase confirmation message from the Mobile Lottery system to the Participant.
- 9.3. Once the participant enters the Mobile Lottery he/she will receive SMS with some brief instructions on how to use the Service. Lottery Lines automatically sent by the system to the Participants shall be composed of randomly generated numbers. The first lottery line sent by the system to a participant shall be composed of randomly generated numbers.
- 9.4. Participants shall automatically receive a new Lottery Line every day at the daily cost mentioned in Clause 1. If the Participant is under free-trial period, the daily Lottery Line automatically sent to the corresponding Participant shall be without charge.
- 9.5. Participants may purchase additional Lottery Lines by sending either the keyword "QP" (standing for Quick Play) indicating their request to purchase a randomly generated Lottery Line, or by sending their choice of 6 unique numbers ranging from 1 to 49, clearly separated with a space, to the Short Code 4400, at the cost per Line mentioned in Clause 1.
 - 9.5.1. If exactly 6 unique numbers are sent by the Participant to the Short Code 4400 and recognized successfully by the system: the Participant will be charged the cost per line as mentioned in Clause 1.
 - 9.5.2. If less than 6 unique numbers are sent by the Participant to the Short Code 4400, this shall be interpreted as a request for auto-completion of the remaining numbers

to form a valid Lottery Line and shall be charged as a complete Lottery Line as per the cost mentioned in Clause 1.

9.5.3.If more than 6 numbers are sent by the Participant the first 6 unique identifiable numbers will be taken into account.

9.5.4.Participants shall receive a confirmation of their draw entry with the requested Lottery Lines.

9.5.5.At times, and with regards to Participants who have zero balance on their Mobile Phones, the Organizer reserves the right to credit the corresponding Lottery Line to the Participant and automatically collect payment at a later time when balance will be found in the Participant's Mobile Phone.

10. Place, date, time and terms of the prizes

10.1. Draws shall be held on a daily basis at 19:59:59 and all Lottery Lines validated between the start and the end of each draw period (from 20:00:00 on day X to 19:59:59 on day X+1) shall participate in the corresponding draw.

10.2. Each draw shall be executed by the Organizer's electronic random number generation system and shall select six (6) unique numbers ranging from the numbers 1 to 49.

10.3. Participants whose valid Lottery Line for the corresponding draw contains exactly 3 numbers matching the numbers identified by the corresponding random draw shall win a random Lottery Line valid for the upcoming draw.

10.4. Participants whose valid Lottery Line for the corresponding draw contains 4 or more numbers matching the numbers identified by the corresponding random draw shall win a monetary prize.

10.5. Monetary prizes for each level of correct combinations (6 out of 6, 5 out of 6 and so on) may vary according to a Jackpot algorithm depending on the combination of the total prize pool of the corresponding draw and the number of other winning Lottery Lines. The actual prize payout for each winning Lottery Line as identified by the Organizer's systems shall be final and no negotiations shall be entered into.

10.6. Participants may not combine numbers from more than one Lottery Line to form a winning combination.

10.7. The Prize Tax applicable at the time of the payout according to the laws of the Republic of Zambia shall be deducted from the amounts due to the winners before payout is executed.

10.8. The organizer shall endeavor to pay out prizes of ZMW 12,500 or less via the Mobile Money service of the corresponding winner's Mobile Network Operator. Prizes above this amount may be paid out physically (Bank Transfer, Check or other applicable forms).

10.9. All the participants must have a duly activated and registered Mobile Money account / wallet so as to receive their prizes (of ZMW 12,500 or less) via Mobile Money. In the event that the payment cannot be processed through no fault of the organizer (for reasons such as but not limited to the winning participant's mobile money account not being activated and/or not being duly upgraded or registered and/or the funds balance limit being exceeded by the prize payout transaction attempt) the participant who has won a prize must make sure to proceed to any required actions such as activation or registration of their Mobile Money account. A winning participant may be obliged by Regulation in force at the time of the payment to duly register/activate their account and/or to withdraw the Mobile Money

prize transferred into his/her account within a predefined duration (usually 7 days after the deposit but subject to change without notice) after which the funds shall be automatically transferred out of the winning participant's account. In this event, it is the sole responsibility of the winning participant to proceed to any and all required steps as instructed by their Mobile Money Service Provider, such as but not limited to withdrawing the prize money paid to him/her via Mobile Money within the predefined duration, while the Organizer shall have no further obligations of payment(s) to the participant for the corresponding prize after the initial executed Mobile Money transfer and the Participant hereby discharges the Organizer of any payment responsibilities after the initial executed Mobile Money transfer of the corresponding prize. The Organizer shall endeavor to periodically re-execute prize payments which fail through no fault of the Organizer, in order to insure maximum participant satisfaction and reduce inconveniences but makes no guarantees, explicit or implicit, that such attempts will take place soon after a transfer annulment, nor that they will be successful. In any event, any prize not successfully redeemed by a participant within 60 days of the first attempted prize payment shall remain the property of the Organizer.

- 10.10. Any awarding of winners to be done physically (not via Mobile Money) will be conducted at the premises of the Organizer in Lusaka and the presence of the winners will be required for prize reception. Prizes may be received by a representative of the winner by proxy only upon duly signed and authenticated written confirmation from the winner.
- 10.11. The Organizer will endeavor to award all prizes no more than 90 days after the date of the corresponding draw. After a winner of a physical pay-out prize (a prize which does not qualify to be paid out via Mobile Money) is identified, the Organizer shall endeavor to communicate with the winner to arrange the prize awarding process. Failure of a winner to complete the prize awarding process by providing all required completed documentation and/or physical presence as required within 60 days of the first attempted contact by the Organizer shall result in the corresponding prize being forfeited by the winner. Forfeited prizes shall remain the property of the Organizer.
- 10.12. Upon request of the Organizer, all winners must provide identification documents in order to receive the prize.
- 10.13. By participating in the Mobile Lottery, the winners agree that any of their data, including names, surnames, photos, last few digits of their MSISDN and video images, can be used by the Organizer and any other medium or third Party it chooses for advertising purposes with no prior consent of the winner and free of charge.
- 10.14. Decisions made by the Organizer will be final and no correspondence will be entered into. Prizes are not transferable.

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 Mobile Lottery for operational reasons (e.g. for repairs, planned maintenance or upgrades). The Organizer promises to restore the Mobile Lottery 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 Mobile Lottery at all times.

12. Disclaimer of warranties

- 12.1. Participants understand and agree that they participate in this Mobile Lottery at their own risk and willingness and have not been coerced in any manner to enter the Mobile Lottery.
- 12.2. The Organizer makes no warranty, implied or express, that any part of the Mobile Lottery 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 Mobile Lottery 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, load shedding, 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 Mobile Lottery.
- 12.5. By entering the Mobile Lottery, participants 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.
- 12.6. This service is organized and operated by Quatro Mobile Marketing Zambia Limited. Mobile Operators, whose subscribers are able to opt-in to the service and pay their participation fees using their airtime wallets, are technically enabling Quatro Mobile Marketing Zambia Limited to deliver the service to their subscribers but are not organizers of the service.

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 Mobile Lottery as well as publicity mailing, or other purposes relating to the Organizer's services, unless otherwise indicated.
- 13.2. Participants agree that if they win a prize then their personal information such as names, surnames, photos, last few digits of their mobile subscriber numbers and video images will be published.

14. Governing Law

- 14.1. In any case of disagreement arises participants can present their complaint to the Organizer and the issue will be decided in accordance with the laws of the Republic of Zambia.