



Terms & Conditions – Chippie Motorola Special - Nov 2018.

1. General

- 1.1. These terms and conditions are applicable to the United Telecommunication Services N.V. ('UTS') campaign called "Chippie Motorola Special" (further called: **'the Campaign'**). The campaign is held from December 3, 2018 up to and including January 12, 2019 until 20:00 PM.
- 1.2. Participants are:
UTS Mobile telephone customers in Curaçao, natural persons, who obtain tickets by making use of any one of the specials specified in Section 2.
In case of postpaid accounts the Participant is the natural person, owner of the postpaid contract.
In case of prepaid accounts the Participant is the natural person who is legally in possession of the Chippie SIM issued under the contract which gave rise to participation in the Campaign.
UTS personnel and personnel of UTS affiliates cannot participate in the Campaign.
- 1.3. **The prizes:**
 - 55" Ultra HD Smart TV
 - Apple Air-pod
 - PS4 game bundle with 3 games
 - Apple watch
 - Apple MacBook
- 1.4. The winner of each prize who accepts the prize ('Selected Winner') needs to take the prize. The prize cannot be transferred to another person, exchanged or redeemed for cash.
- 1.5. The Selected Winner shall accept any related risk to the prize.
- 1.6. The winners will be decided by raffle.
On January 14, 2019 UTS will draw a winner from the raffle box for each prize. On the date of the raffle participants shall not have any overdue invoices with UTS or Antelecom NV. Participants with a Prepaid account need to have such account active, meaning that the account has a balance above ANG. 0.01 or has a bundle active and has not been blocked for making calls.
Participants who do not meet these conditions will not participate in the raffle.
- 1.7. The prize winners (Selected Winner) will be announced on January 14, 2019 on the UTS Curaçao Facebook page and/or the UTS Curaçao website.



2. Specials

- 2.1. By making use of the specials specified in Clause 2.3 participants will obtain raffle tickets to participate in the campaign.
- 2.2. Participant should complete the raffle ticket and throw it in the ballet box. Each UTS store shall have a ballet box in the store.
- 2.3. Each customer that buys/sign-up for a Chippie Motorola Special will receive a raffle ticket to participate in the raffle. Each special includes an amount of tickets to be granted to participate in the raffle.

Chippie special	Price incl. OB (in ANG)	Raffle tickets
Moto C and prepaid data	199	1
Moto C + and prepaid data	239	2
Moto E and prepaid data	299	3
Moto E, postpaid 2 yr. contract	129 p/month	4

3. Collection of Prize

- 3.1. UTS shall undertake to contact the participant selected by the raffle (**'Selected Winner'**) as under Clause 1.7.
- 3.2. UTS shall undertake to contact the Selected Winner with a maximum of 4 times in the above period of time, therein using the telephone number belonging to the raffle ticket drawn in the raffle. In case such Selected Winner cannot be reached that way, that person's rights to be awarded the prize shall be forfeited and UTS reserves the right to select in such case an alternate winner, again by raffle as specified in Section 1.
- 3.3. The Selected Winner approached under clause 3.2 must be willing to participate in the video sessions with the UTS/Telecuracao film crew that will be producing video material which will be used by UTS for promotion purposes (**'the Production'**).
- 3.4. Selected Winner must declare to be willing and able to perform and fully cooperate in the Production therein observing UTS' reasonable demands in order to have the Production meeting UTS' purposes of promotion.
- 3.5. The Selected Winner who declares in conformity with clauses 3.3, 3.4 and 3.5 is declared the grand price winner, subject to his/her participation in the Production.
- 3.6. In case the Selected Winner does not fully agree to Clauses 3.3, 3.4 and 3.5 his/her raffle tickets are voided and UTS shall elect another Selected Winner by raffle as in Clause 1.7 and this Section 3 will (again) apply.
- 3.7. A right to be granted the prize cannot be transferred to another person, exchanged or redeemed for cash.
- 3.8. The winners must claim the prize in person at the location and at the time indicated by UTS personnel.



- 3.9. The winners must properly identify himself/herself and be in possession of a valid sedula, passport or driver's license and – in case the winner has a Chippie Prepaid account - he or she must show the phone with the indicated phone number when collecting the Prize.
- 3.10. In case the winner is younger than 18 years, he or she shall be accompanied by at least one parent, or legal custodian in the possession of a valid identification document which must be presented at the awarding of the prize. Such parent or legal custodian is bound by these terms and conditions as if he or she were the winner.
- 3.11. In case the Selected Winner who is declared the winner is not able, or want to receive the prize indicated in Clause 1.3, he or she irrevocably waives any rights on the prize in the Campaign. In such case UTS will approach another participant that will be selected by raffle under Clause 1.7 until a new winner is determined.
- 3.12. Exceptions to clause 3.12 can be made in case of the winner's illness as in such case the winner may be represented by a third party, subject to such representative having in his or her possession a written power of attorney to represent this winner and having in his or her possession a doctor's statement on winner's illness. Such representative shall be bound by these terms and conditions as if he or she were the winner.

4. Intellectual property rights

- 4.1. By accepting the prize, the winner irrevocably waives any and all intellectual property rights arising from or in relation with any object, image or product arising from the Production and allows UTS the usage and distribution of the Production for an indefinite period of time without the winner becoming entitled to any compensation from such use or distribution.
- 4.2. The persons that want to companions the winner during the prize ceremony (**'the Companions'**) shall irrevocably waive any and all intellectual property rights arising from or in relation with any object, image or product arising from the Production and allows UTS the usage and distribution of the Production for an indefinite period of time without the Companion becoming entitled to any compensation from such use or distribution, and the Companion shall further accept these terms and conditions as if he or she was the Final Winner.
- 4.3. The waivers specified in this Section shall be recorded by both the winner and the Companion signing written declarations for such purpose. Refusal of signing such declarations will result in UTS' refusal to all the prizes.

5. Miscellaneous

- 5.1. Any person accepting the prize or benefiting therefrom as a Companion does so at his/her sole risk and irrevocably indemnifies UTS for any consequences whatsoever arising from the prize.
- 5.2. If for any reason, the Campaign proves impossible to be run as planned because of circumstances including, but not limited to, unauthorized intervention, fraud, technical failures, or any other causes, which, in UTS' sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Campaign, UTS reserves the right - in its sole discretion - to decide on any issue in fairness, to cancel, terminate, modify or suspend the Campaign and to select the winners from entries received prior to such event or interruption. UTS may disqualify any Participant who tampers with the entry process or operation of the Campaign or acts in breach with the letter and/or true purpose of these terms and conditions.
- 5.3. For all cases in which these terms and conditions do not fully provide adequate stipulations UTS shall seek reasonable solutions therein weighing its own interests and Participants' interests.



- 5.4. All decisions of UTS under these terms and conditions shall be final and binding to all persons participating in the Campaign.