

qb SMS Game #4: FOOTBALL

Terms & Conditions

February, 2017

For conducting qb's SMS campaign "FOOTBALL".

The campaign is carried out for promotion of services rendered by qb in Cambodia.

1. Organizer of the Game
 - 1.1. qb
 - 1.2. Legal address:
2. Name of the Game
 - 2.1. qb "FOOTBALL" SMS Game
3. Location
 - 3.1. Kingdom of Cambodia
4. Calendar Period of the game
 - 4.1. Game qb "FOOTBALL" SMS Game (the Game) will run for 30 days. Please check online at <http://www.qbmore.com> or contact Customer Service by dialing 013300300.
5. Acceptance of Terms and Conditions
 - 5.1. All participants warrant that they have read and fully understand these Terms and Conditions carefully which are on public view at: <http://www.qbmore.com>
 - 5.2. By sending an SMS to the short code 7777 (the Short Code), participants sign their complete acceptance and full understanding of the current terms and conditions and agree:
 - 5.2.1. To receive SMS communication from qb on their mobile phones relating to the Game;
 - 5.2.2. To receive SMS communication/advertising offers from qb or from other companies that cooperate with qb.
 - 5.3. qb reserves the right to cancel or amend the offer and these Terms and Conditions at any time. Any changes will be posted online at: <http://www.qbmore.com>
 - 5.4. In the event of dispute regarding the Terms and Conditions, conduct, results, and all other matters relating to the Game, the decision of qb shall be final and no correspondence or discussion shall be entered.
 - 5.5. This Agreement will remain in full force and effect while qb provides the offer (not taking into account temporarily suspensions of the offer for operational reasons, e.g. for repairs, planned maintenance or upgrades).
6. Participants of the game
 - 6.1. The following are eligible to participate:
 - 6.1.1. Physical persons who are qb prepaid customers during the period of the Game, except those mentioned in article 6.2 below.
 - 6.1.2. Legal entities who are qb customers during the period of the Game. Only an authorized signatory on behalf of the legal entity will be entitled to take receipt of the prize.
 - 6.1.3. If the winner is under 18, then at the delivery date of delivering the prize, 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.
 - 6.2. The following cannot participate:
 - 6.2.1. Employees of qb Cambodia.
 - 6.2.2. Employees of Game suppliers and judges
 - 6.2.3. Employees of any company directly collaborating with qb for the purpose of executing the Game
 - 6.2.4. Spouses and blood relatives of the above, up to the first degree
 - 6.3. qb 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.
 - 6.4. By participating in the Game, entrants hereby warrant that all information submitted is true, current and complete.
7. Availability and accessibility of information
 - 7.1. All information for the participants of the Game with regards to the Game shall be published on <http://www.qbmore.com> as well as be available by calling the qb Customer Service on 013300300.
 - 7.2. Information about the number of points scored by the participants during the Game will be sent to the participants in SMS messages automatically after receiving SMS message from qb.

- 7.3. If the game is terminated, qb will publish in its official resources (<http://www.qbmore.com>) a message regarding the termination.
- 7.4. Interruption or early termination of the Game shall not release qb from its obligation to give out already awarded prizes and execute all other actions required except for the cases when termination or interruption of the Game was called by actions or events which are not under qb's control.
- 7.5. qb shall not release personal information about participants of the Game to third parties unless required to do so by law or to comply with Kingdom of Cambodia government entities and in accordance with the governing law.
- 7.6. qb reserves the right not to enter into written negotiations or otherwise contact with the participants of the Game other than in accordance with the Terms and Conditions unless required to do by law.
8. Regulations of participation in the game:
 - 8.1. To participate in the Game, qb subscribers must send an SMS with the keyword "FOOTBALL" to the Short Code 7777.
 - 8.2. Every SMS sent to the Short Code costs 0.10 USD including tax. All messages sent by qb to the participants of the game are free of charge.
 - 8.3. Once a subscriber enters the game he/she will receive a welcome message acknowledging registration and first score.
 - 8.4. For each SMS sent to the Short Code 7777 the participant receives points, which are added up during the game.
 - 8.5. The Game shall start on the 09th February, 2017 (being the first day) and shall end on the 11th of March 2017 (being the last day of the Game).
 - 8.6. Each unique participant to the game will be identified by the subscriber number (MSISDN)
 - 8.7. The formation of each participant's record for the whole period of the game will start at 00:00:01 hours on the first day of the game and end at 23:59:59 hours on the last day of the game.
 - 8.8. There are two (2) Prize Categories. Prize Category 'A' refers to the daily prizes, Prize Category 'B' refers to the grand prize.
 - 8.9. Prize Category A (Daily Prizes) winning mechanism:
 - 8.10. Some days of the Game, random players will win top up pins
 - 8.11. Participants have to send at least one (1) SMS during a particular day to be eligible to become top p pin winner for that day (day definition: 00:00:00 to 23:59:59).
9. Prize Category B (Grand Prize) winning mechanism:
 - 9.1. For the last day of the Game one (1) "Game's top scorer" is defined.
 - 9.2. Participants have to send at least one (1) SMS during the Game to be eligible to become Top Scorer of the Game.
 - 9.3. Each participant's Total Score is defined as the points accumulated from 00:00:00 of the first day of the Game, until 23:59:59 of the last day of the Game.
 - 9.4. The participant who has accumulated the most points throughout the Game is automatically declared the Game's Top Scorer and wins 1,500USD as the 'Base Grand Prize'. If more than one participants have the same Total Score, then the Top Scorer award goes to the participant who accumulated the total score first.
10. Terms of the prizes
 - 10.1. All winners will be contacted by qb via phone call – and never via SMS - to their MSISDN number used to participate in the Game.
 - 10.2. All winners will receive notice within 3 working days from the date of the winner's declaration.
 - 10.3. All prizes will be delivered within 30 working days from the day the winner is contacted.
 - 10.4. Winners are liable for payment of due taxes and collections for the prize under any relevant current legislation.
 - 10.5. Winners must confirm in writing that they are the legal holders of their qb mobile and that they are entitled to the prize and fill all the necessary documents given by qb.
 - 10.6. 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. The following documents shall be accepted for identification: National Identity Card, Driver's License or Passport.
 - 10.7. By participating in the game, winners agree that any of their data, including names, surnames, initials, photos and video images, can be used by qb for advertising purposes with no prior consent and free of charge.
 - 10.8. If a winner cannot be contacted within 30 calendar days from the winner's declaration date, or a notified winner refuses the prize or fails to appear to collect it within 30 calendar days of notification, then qb will contact the runner-up winners. If none of the winner or runner-up winners accept the prize or do not show up within 30 calendar days of notification, then the prize will remain the property of qb
 - 10.9. Prizes are neither transferable nor refundable.

11. Limitation of liability

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

12. Disclaimer of warranties

- 12.1. Participants understand and agree that they participate in this game at their own risk and willingness and have not been coerced in any manner to enter the game.
- 12.2. qb makes no warranty, implied or express, that any part of the game will be uninterrupted and error-free.
- 12.3. Neither qb 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. qb 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 entering the game, participants agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against qb, 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. Of the mere fact of acceptance of their respective prizes, the winners authorize the use by qb, of their names, photographs and images in any demonstration related to the Game without this use allowing to give any other rights other than the prize awarded.
- 13.2. Participants agree that if they win a prize then their first name and the first letter of their last name will be published for informational purposes only.

14. Governing Law

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