**TERMS AND CONDITIONS OF PARTICIPATION IN THE PRIZE WINNING GAME ORGANIZED BY IPKO TELECOMMUNICATIONS LLC**

**Article 1 – General Terms**

* 1. General Terms for participating in the **PRIZE WINNING GAME** of the IPKO subscribers, govern the rights, obligations and conditions for participation in the **PRIZE WINNING GAME** organized by IPKO Telecommunications LLC (IPKO).
  2. These terms are published on IPKO’s official website [www.ipko.com](http://www.ipko.com).

**Article 2- The time limit for organization of the prize winning game**

Such game will be organized starting from 29 October 2018 and will last for 60 days, respectively until 27 December 2018.

**Article 3 – Subscription and participation**

3.1 All private and business users who activate mobile internet packages of 5 GB (valid 10 days) for EUR 2.50 are entitled to participate in the prize winning game, thereby automatically becoming part of the game to win one of the below listed prizes.

3.2 Users will have no restrictions on the activation of packages; consequently, the more packages they activate the better will be their chances to be the winners of the below mentioned prizes.

3.3 ***By activating internet packages on the mobile phone***, they will automatically become participants in the prize winning game to win the following prizes:

* The first selection will take place on **12** **November 2018** - all those who have activated the mobile Internet package from 29 October to 11 November are part of the game, in which the following 24 prizes will be rewarded:

1 x VW T – Roc (White)

4 x 500 Euro

6 x 200 Euro

2 x iPhone XS

2 x iPhone XR

2 x Samsung Galaxy Note 9

2 x Samsung Galaxy S9

2 x PS4 Pro

2 x Samsung Tab

1 x Laptop

* The second selection will take place on **26** **November 26 2018** - all those who have activated the mobile Internet package from 12 to 25 November 2018 are part of the game, in which a total of 25 prizes will be rewarded:

1 x VW T-Roc (RED)

4 x 500 Euro

7 x 200 Euro

2 x iPhone XS

2 x iPhone XR

2 x Samsung Galaxy Note 9

2 x Samsung Galaxy S9

2 x PS4 Pro

2 x Samsung Tab

1 x Laptop

* The third selection will take place on **10 December 2018** - all those who have activated the mobile Internet package from 26 November to 9 December are part of the game, in which a total of 25 prizes will be rewarded:

1 x VW T-ROC (Dark Grey)

4 x 500 Euro

7 x 200 Euro

2 x iPhone XS

2 x iPhone XR

2 x Samsung Galaxy Note 9

2 x Samsung Galaxy S9

2 x PS4 Pro

2 x Samsung Tab

1 x Laptop

* The fourth selection will take place on **24 December 2018** - are all those who have activated the mobile Internet package from 10 to 23 December 23 are part of the game, in which a total of 24 prizes will be rewarded:

4 x 500 Euro

7 x 200 Euro

2 x iPhone XS

2 x iPhone XR

2 x Samsung Galaxy Note 9

2 x Samsung Galaxy S9

2 x PS4 Pro

2 x Samsung Tab

1 x Laptop

On the same day, also, the selection of the winner of the Luxury Premium car - BMW X6 will take place, where part of the game are the clients who have activated the Internet package since the beginning of the game, respectively from 29 October to 23 December, by having previously participated in each selection.

* The fifth selection will take place on **27 December 2018** – when the selection of the winner of the apartment will be done, where part of the game are the clients who have activated the Internet package from the beginning of the game from 29 October to 27 December, after having previously participated in each selection.
  1. In the cases when the winner of a certain prize is a part of a Business, respectively a user of prepaid business tariff, the reward will belong to the User of the number.

**Article 4 – Organization of the Prize Winning Game**

4.1 The selection of the winners is done manually (by hand), where the numbers of all participants will be printed on small paper cards, which thereupon will be placed in a glass cup, after which the winners will be selected every two weeks, and in the end for the main prizes The Luxury Premium BMW X6 Car and the Apartment, there will be 2 participants selected out of all those who have activated internet packages on mobile phones since the beginning of the game, after having previously participated in each selection, according to the same methodology. Consequently, selections will be done as follows:

1. First selection on 12 November:

The participants are those who have activated packages from 29 October – 11 November;

1. Second selection on 26 November:

The participants are those who have activated packages from 12 -25 November;

1. Third selection on 10 December:

The participants are those who have activated packages from 26 November- 9 December;

1. Fourth selection :
   * + The participants are those who have activated packages from 10 -23 December;
     + The Premium Luxury car, participants are those who have activated packages from the beginning of the game, respectively from 29 October to 9 December, after having previously participated in each selection.
2. Selection of the main prize, the Apartment, on 27 December

Participants are those who have activated packages from the beginning of the game, respectively from 29 October to 27 December (the time to be set), after having previously participated in each selection.

4.2 The selection of winners for the first four selections will be made via TV broadcast on T7 channel, at 18:30hrs. While the selection of the winner of the main prize, the apartment, will take placed in “Nene Tereza” square or in our shop located at “Nene Tereza” square, which will be broadcasted live on T7 channel will be subject to broadcast at the scheduled time, for which you will be notified in advance.

4.3 The Prize Drawing Committee will be composed of 3 members, 2 members selected by IPKO and the TAK representative in the capacity of the chair of the Committee. TAK will be notified in advance of the place and time of the withdrawal of prizes. IPKO reserves the right to change the dates until 3 days prior to the drawing of prizes.

4.4 The winners will be informed about the prizes won no later than 1 week after having been selected by the selection committee, transmitted live on Facebook.

4.5. The winners can withdraw their prizes at a location designated by IPKO. It is the obligation of the user to have its ID card and its mobile phone number with itself, in order to prove that it is the winner and to be able to withdraw the prize.

4.6. IPKO will carry out the verification of the prize winners on the basis of the personal data verification in accordance with the applicable legislation in Kosovo.

**5-Prizes**

5.1 All prizes of this prize winning game will be published on IPKO’s official website [www.ipko.com](http://www.ipko.com)

5.2 The prizes cannot be converted into cash.

**Article 6 – Participants’ obligations**

6.1 By participating in the prize-winning game, each participant gives its consent to **IPKO Telecommunications** to edit, modify, adapt, translate, expose, publish, transmit, including any reproduction, copying, and creation of works respectively to use all and/or any part of the name, the similarity, the photography, the voices of the participants and the images of all persons mentioned and/ or appearing in the materials created at events without restriction, anywhere in the world, in any (tangible and intangible, permanent or transitory, including, but not limited to, audio, video, printed, electronic, in writing and photographic) form and through any broadcast media (including, but not limited to, television, radio, internet, and printed media) which currently exist or will exist in future, for the purposes of advertising, trade, promotion, publicity and other similar purposes without compensation, notice to as well as without the consideration, review, or approval by the participant.

6.2 Further, each participant agrees to:

**6.2.1** Be questioned or interviewed (be it in person or by other means such as email or telephone), filmed and/or photographed and be available for interview, filming, photography and other public relations, marketing and promotional activities related to events, as reasonably required and directed by IPKO**.**

**6.2.2** Allow IPKO to contact participants (be it personally, by phone, email or using other ways) in order to request other information from participants regarding their participation or for any other purpose relating to the prize game. Each Participant represents and guarantees that neither its participation, nor the exercise of any of the rights granted to IPKO under these terms, shall:

**6.2.2.1** violate or impinge any right of any entity or third party, including but not limited to, those relating to patents, copyrights, trademarks, trade secrets, moral rights, privacy, publicity, misappropriation, confidentiality, and/or any contractual or other rights recognized under any law, rule, regulation, order, judgment or decree (collectively, “the Law”), or otherwise violate any applicable law.

6.3 IPKO reserves the right to revoke the participation in the prize winning games of all Users whom IPKO considers to be abusing or violating any of the conditions set forth in this document, including large amounts of (phone) credits or transfer of large value credits, to third parties**.**

**Article 7 – Transfer of rights and obligations**

7.1 The User has no right to transfer the rights and obligations deriving from this agreement to third parties without the prior written consent by IPKO.

7.2 IPKO reserves the right to transfer the rights and obligations deriving from this agreement to IPKO’s legal successor.

**Article 8 – Use of personal data**

IPKO will safeguard the participants’ personal data in accordance with the Law on the Protection of Personal Data No. 03 / L0-172.

**Article 9- Final Conditions**

9.1 IPKO reserves the right not to reward participants if:

* There arise suspicions with respect to the data identity;
* It is found out that a participant of the event has acted contrary to these terms;
* The winner of the prize is an IPKO staff member or a family relative.

9.2 IPKO will not take any responsibility for:

* Non-functional services or applications, which are a result of the lack of knowledge on the use of services or applications;
* Malfunctioning of services or applications due to the failure of the internet server, networks failure, power shortages or other technical obstacles that may temporarily prevent the use of the service or application;
* Any undesirable consequence resulting from the participation in the event;

9.3 IPKO will not take responsibility for any detriment or damage caused by the participants during the event;

9.4 These Terms come into effect on **29.10.2018.**