Ref No.: TNC20240227-018-EN Date: 27<sup>th</sup> February 2024

# **Ooredoo Nation Player Registration Portal**

### **Terms and Conditions**

#### Introduction

Please read these terms and conditions (hereinafter referred to as the "Terms") carefully as they govern the access and use of the Portal by You to register for Tournaments hosted on Ooredoo Nation, and Our use of the Information. By completing the registration process and clicking accept You agree and accept to be legally bound by and abide by these Terms and any Tournament Rules, as and where applicable, and thereby form a valid contract between You and Ooredoo Maldives PLC.

## 1. Definitions

- 1.1. In these Terms, unless inconsistent with the context or otherwise specified, the following words when capitalized, shall have the following meanings:
- (a) "Information" shall mean data analytics based on, or any information provided by You, usage and access of the Portal to register for Tournaments by You, including but not limited to any information and documents provided by You individually or on behalf of Your Team during the Registration Process, performance of You and Your Team as applicable in Tournaments at any given time;
- (b) "Ooredoo Nation" shall mean the online gaming platform owned and operated by Ooredoo at www.ooredoonation.mv.
- (c) "Party" shall mean either Ooredoo or You as the context may require;
- (d) "Parties" shall mean Ooredoo and You collectively as the context may require;
- (e) "Portal" shall mean the portal which is owned and operated by Ooredoo Maldives to which You are redirected to upon selecting to register for an open Tournament on the Ooredoo Nation website;
- (f) "Registration Process" shall mean the process of You providing information about You and Your Team to the Portal in order to make an application to register for the Tournament.
- (g) "Tournament" shall mean the specific tournament You are registering for;
- (h) "Tournament Rules" shall mean the Tournament specific rules as published by Ooredoo on the Ooredoo Nation Website as the same may be amended, modified or supplemented from time to time at the discretion of Ooredoo;
- (i) "We", "Our" or "Ooredoo" shall mean Ooredoo Maldives PLC, a public limited company incorporated under and in accordance with Law No 10/96 of the Republic of Maldives, having its principal place of business located at Ooredoo Maldives Headquarters, Ground Floor, Bageechaa Hingun, 23000, Hulhumalé, Republic of Maldives and which is registered with the Government of the Maldives with company registration number C-0633/2004;
- (j) "Winner" shall mean the winner(s) of any of the prizes specified for the Tournament as per the Tournament Rules;
- (k) **"You"** shall mean you, the user who accesses the Portal and/or completes the Registration Process for the Tournament through the Portal to register individually to participate in a Tournament or register Your Team to participate in the Tournament; and
- (I) **"Your Team"** shall mean You and Your team members who register to collectively participant in the Tournament as a team;
- 1.1. references to the singular shall include the plural and vice versa and a gender shall include every other gender.
- 1.2. the word **"Person"** shall include all entities including but not limited to natural persons, corporations and government entities.
- 1.3. a reference to these Terms or other terms and condition, or document specified herein shall include any variations, novation or replacement of or supplement thereto from time to time; and
- 1.4. headings are inserted for the purpose guidance only and do not affect the interpretation of these Terms.

# 2. Overview

By accepting these Terms, You agree and confirm that You and Your Team have read and understood these Terms and any other applicable terms and conditions published on Ooredoo Nation Website as may be amended, modified or supplemented from time to time at the discretion of Ooredoo and accept that You will be bound by

these Terms and Tournament Rules from the date on which these Terms are accepted in relation to all aspects of access and use of the Portal, registration for a Tournament by You, and Our use of the Information.

# 3. Obligations and responsibilities of You and Your Team

- (a) You agree, on your behalf and/or on behalf of Your Team, and confirm that You have obtained the informed consent of Your Team and that Your Team have read and understood these Terms, Tournament Rules and any other applicable terms and conditions before You accept these Terms.
- (b) You agree and confirm that any Information You provide during the Registration Process are true, valid and accurate, including but not limited to any Information provided regarding Your Team
- (c) You agree and confirm that You and Your Team meet the minimum eligibility requirements as may be specified by Ooredoo at its sole discretion to register and compete in the Tournament before You accept these Terms.
- (d) You agree and confirm that You and Your Team are solely responsible for the security of any systems or hardware used for the Tournament by You and Your Team.
- (e) You agree and confirm that You will be responsible for the conduct and actions of You and Your Team in the Tournament and adherence to the Terms.
- (f) You agree and confirm that Ooredoo shall have the discretion to reject You and/or Your Team's application and/or registration for the Tournament at any point in time for any reason that may be decided by Ooredoo at its sole discretion.

### 4. Use of Data and Information

- (a) Ooredoo shall treat any Information You provide to register for the Tournament as strictly personal and confidential and Ooredoo shall not use any such Information provided by You, other than as specified herein. For avoidance of doubt confidentiality obligations stated herein does not apply to Ooredoo publishing You or Your Team's information in relation to the Tournament; including but not limited to names, usernames or handles used by You and Your Team members, Your Team name, You and Your Team photos, Tournament scores and/or results.
- (b) The Information may be used by Ooredoo for the purpose of marketing, analysis, enhancement of services and communication of promotions and offers to You, Your Team, customers and Tournament related postings.
- (c) Videos, photos, livestreams and any other content of the Tournament may be used by Ooredoo at its sole discretion for the purpose of marketing, analysis, enhancement of services and advertising.

## 5. Prizes

- (a) The announcement for Winner(s) of the Tournaments will be made at the sole and entire discretion of Ooredoo.
- (b) Prizes for the Tournament shall be specific to each Tournament and as specified for in the relevant Tournament Rules. You will not be allowed to claim for money in substitution of any non-monetary prize.
- (c) The Winner of the Tournament will be notified by a phone call made by 929 or in any other method as specified in the Tournament Rules. For any non-monetary prize, the Winner will be informed of the location for collection of the prize where such may be applicable. For any monetary prize, Winners of the tournament must send an invoice to Ooredoo within 15 (fifteen) days from the date of announcement of the win specifying the account details to which the prize money will be deposited by Ooredoo Maldives.
- (d) Where applicable, Ooredoo will only be responsible for handing over the prizes for Winners as specified in the Tournament Rules. When collecting the prize(s), You should bring Your valid original National Identity card (a copy of such will not suffice) at the time of the collection of the prize. Where You wish to send another person on the Your behalf to collect the prize, that person shall carry with them, Your valid original National Identity card, an original of a letter from You authorizing Your representative to collect the prize on Your behalf and the valid original National ID card of Your representative. You shall have the sole and entire responsibility and all associated liability for the disbursement or non-disbursement of the Prize amongst Your Team.
- (e) Where You are required to collect the prize of a Tournament, You shall do so within 14 (fourteen) calendars from the date on which the You are informed of Your win by Ooredoo. Where You fail to collect the prize(s) within this time frame for any reason, You will lose all and any claim to the prizes as may be stated in the relevant Tournament Rules. For any monetary prize, where Ooredoo does not receive an invoice within 15 (fifteen) days from the date of announcement of the win it will be deemed that the Winner has forfeited the prize and shall no longer be eligible to receive the prize.

- (f) Ooredoo shall not be liable to You or Your Team for any claims made in relation to any prizes from Tournaments after the handover of the prizes to You.
- (g)Ooredoo has the right, in its sole and entire discretion to change the Tournament prize(s) as it deems fit or cancel the Tournament prize(s) offered entirely without any liability to You or Your Team.

# 6. Intellectual Property

Ooredoo reserves copyrights and other intellectual property rights pertaining to information, materials and content displayed on the Portal including but not limited to text, graphics, logos, images, except where the intellectual property rights pertaining to specific information, materials and content on the Portal are owned by Ooredoo's partners or affiliates or is otherwise displayed on the Portal with the consent of the owner of such intellectual property (or as allowed as per applicable terms and conditions); and Ooredoo does not transfer to You any associated right or any title to any copy, documents or any other information, materials or content on the Portal. Any reproduction without consent or permission of the owner of such intellectual property is strictly prohibited.

# 7. Content Liability

- (a) The Portal allows You and Your Team to register for the Tournament that may include objectionable or sensitive content that may be provided by third-parties that are not affiliated with Ooredoo. By registering You and Your Team agree and confirm that Ooredoo is in no way responsible or in control of the content provided or displayed by such third parties during the Tournament.
- (b) As may be further specified by the Tournament Rules, during the Registration Process and upon registration You are required to ensure that You and Your Team are in strict compliance with acceptable ethical standards, applicable laws and refrain from using content including but not limited to, actions, words, phrases or gestures that may be regarded by Ooredoo at its sole discretion as;
  - (I) offensive or vulgar,
  - (II) racist, immoral or misleading;
  - (III) unethical or illegal;
  - (IV) in breach of intellectual property rights of Ooredoo or a third party;
  - (V) in conflict with the values of Ooredoo; and
  - (VI) representation or indicative of association with a competitor of Ooredoo or the content or products and services of a competitor of Ooredoo.
- (c) Responsibility for such content used by You and Your Team shall remain solely with You and You will be liable for such aforementioned content for which Ooredoo reserves the right to take action against You and Your Team that may be decided by Ooredoo at its sole discretion, including but not limited disqualification and/or prohibition from participating or registering in future Tournaments.

### 8. Disclaimer

- (a) To the maximum extent permitted by applicable law, Ooredoo shall not be responsible for all communications, activities, representations, warranties and conditions relating to the access of the Portal and/or the use of the Portal. Nothing in this disclaimer shall limit or exclude liability;
  - (I) for death or personal injury;
  - (II) for fraud or fraudulent misrepresentation; and/or
  - (III) in any way that is not permitted under applicable laws.
- (b) The limitations and prohibitions of liability set in this section and elsewhere in this disclaimer:
  - (I) are subject to the preceding clause; and
  - (II) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.
- (c) Subject to the aforementioned clause (b) and unless otherwise agreed, Ooredoo shall not be liable to You or any person for any loss or damage of any nature whether arising in contract, tort or otherwise, incurred through Your access or use of the Website.
- (d) You agree that You will not bring or participate in a class, collective or representative legal action against Ooredoo.
- (e) Ooredoo shall not be liable for any disputes arising from the Tournament that is not within the reasonable control of Ooredoo.

### 9. Dispute Resolution

(a) In the event of any disputes arising in relation from the use of the Portal, Registration Process, use of Information, Tournament Rules shall be raised in writing directly to Ooredoo within 10 (ten) calendars from the date of occurrence of event. Ooredoo shall review the matter, make a decision in relation to the dispute and inform the party raising the dispute accordingly. Ooredoo will strive to find an amicable solution for such disputes and any decisions made by Ooredoo for such disputes shall be final and binding on You and Your Team.

### 10. General

- (a) These Terms will be subject to and shall be governed by the laws of the Republic of Maldives.
- (b) These Terms and Tournament Rules shall override any other communication made to You or Your Team in relation to the Tournament or the Portal, whether or not such is communicated to You and Your Team by Ooredoo.
- (c) Ooredoo may at its sole discretion chose to suspend, cancel, or terminate the Tournament without any liability whatsoever to You and Your Team at any time.

**15. Need more help?** For any assistance, dial 929, anytime, any day.

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