

## TERMS AND CONDITION FOR MOUKA TIME MACHINE

Please read this Promotion Terms & Conditions carefully.

Participation in this campaign constitutes your agreement to comply with the Terms and Conditions of the Campaign which may be amended or varied at any time without notice. If you do not agree with the Terms and Conditions, please do not participate in the campaign . The responsibility is for participants to update themselves periodically with the rules of the game. All participants during the term of this campaign agree to be bound by the following:

### 1.0 campaign :

1.1 'Mouka Time Machine ' ("campaign "). The creator of the campaign is Mouka Limited, otherwise known as the Promoter.

### 2.0 campaign Period:

2.1 The campaign shall commence from 08.00pm WAT on the 8th of March 2019 to 11:59pm WAT on 15th of March, 2019 ("the campaign Period"). Entries made after the deadline shall not be considered.

2.2 The duration of the campaign may be extended or reduced at the discretion of the Promoter without prior notice as the Promoter reserves the right to discontinue campaign .

### 3.0 Who May participate:

3.1 All participants must be a citizen or legal resident of Nigeria at the date of the commencement of the Contest and is only opened to residents of Lagos who are eighteen (18) years of age or older at the time of participation.

3.2 Including the following people: Employees, contractors, directors and officers of Mouka Limited ("the Promoter "); its parent, subsidiary and affiliated companies, distributors, Web design, advertising, fulfilment, workers of competing companies, judging and promotion agencies involved in the administration, development, fulfilment and execution of the Contest (collectively, "Promotion Parties") and their immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") preceding the start date of the Contest.

3.3 The Promoter reserves the right to use the image or likeness of participants as he deems fit .

3.4 Participants must possess a valid form of identification which shall include but not limited to International Passport (compulsory for prizes involving international travel), Drivers' License, and National ID card.

### 4.0 How to participate in the campaign :

4.1 Use the Mouka Time Machine on this URI: <https://www.mouka.com/time-machine/>

4.2 Entry in the campaign does not make a participant winner of a promotion item/prize.

4.3 The Organizers reserve the right to disqualify a participant at their absolute discretion, including participants involved in any fraudulent or dishonest activities in the participation in the campaign .

4.4 The Organizers accept no responsibility for entries lost, misdirected, illegible, late, mutilated or altered under the Promotion.

4.5 It is the participant's responsibility to ensure that the information he provides to the Organizer is accurate, complete and up to date.

5.0 User generated content;

5.1 The promoter reserves the right to use all the user generated content generated from the URL (<https://www.mouka.com/time-machine/>), as they deem fit.

6.0 Limitation of Liability:

6.1 Save to the extent permitted by the Consumer Protection Act or any other relevant law, the participants and/or winner(s) hereby absolve the Organizers, Promoters etc against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind, regardless of how it was caused whether arising under the law of contract or otherwise on account of participation in this campaign .

6.2 Save to the extent permitted by law, all warranties (express or implied), representations and liabilities are hereby excluded).

7.0 General:

7.1 By participating in this campaign , the participant thereby agrees to the following:

7.1.1 That his/her image, likeness and personality rights may be exploited by the Promoter in the marketing or advertisement of this campaign , in which no fee shall be payable but may give credit to the person upon use.

8.1.2 That he/she will act in good faith and follow the rules of the campaign .

7.1.3 That upon using the URL ( <https://www.mouka.com/time-machine/> ) , he/she grant the Promoter the right to use his image and other personality rights for the promotion of Mouka products in other campaign s commencing 9<sup>th</sup> of August, 2018.

7.2 The Organizers reserves the right, at any time, to verify the validity of entries and participants (including but not limited to participant's identity, age or place of residence) and shall disqualify any participants who submits an entry in breach of the terms and conditions herein or tampered with the entry process.

7.3 In accordance with the confidentiality policies and practices of the Organizers, no entry details of any participant in the campaign shall be disclosed or used by the Organizers for any purposes other than entry into the campaign and in accordance with clauses 8.1 and 8.4 below.

7.4 Details of participants shall not be used by the Organizers for Mouka Limited related communications should the participant opt-out of receiving further communication from the Organizers.

7.5 Information regarding the campaign published in authorized advertising material shall also form part of the terms and conditions of the campaign .

7.6 The Organizers may at their sole discretion amend the terms and conditions herein at any time without notice and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions. It shall be the responsibility of the participant to constantly check for updates to the terms and conditions.

7.7 If this campaign is interfered with in any way or is not capable of being conducted as reasonably anticipated due to events beyond the reasonable control of the Organizers, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizers reserve the right, in their sole discretion to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) modify, suspend, terminate or cancel the campaign as appropriate, subject to the approval of relevant regulatory authorities (if required).

7.8 Save as permitted by Law, the Organizers reserves the right to cancel, suspend or terminate the campaign at any time without notice and such cancellation or termination shall be effective from the date of publication. No liability shall lie against the Organizers in favor of the participants, winner(s) and/or any third party arising from such cancellation, suspension or termination. Therefore, the participants hereby waives the rights which they may have against the Organizers and acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizers and/or Promoter.

7.9 This campaign is governed by these terms and conditions as well as those of the approved participating stores in the Promotion.

7.10 Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

7.11 The Organizers reserve the right to withhold any Prize until they are satisfied that the claimant of the Prize is the bonafide winner and to call for such proof as it may deem necessary.

7.12 The Organizers accepts no liability for late or delayed delivery of Prize owing to but not limited to, prize unavailability, strike, lock out, pilferage or destruction of Prize on route to winner by any means, civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earthquake or other acts of God.

7.13 If any part or all of any clause of this Terms and Conditions is declared to be illegal, invalid or unenforceable:

7.13.1 The same shall be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;

7.13.2 The affected clause shall be severed from this Terms and Conditions and the remaining provisions of the Terms shall continue to have full force and effect.

#### 8.0 Consumer Protection Act:

8.1 To the extent that the Terms and Conditions herein or any goods or services provided under it are governed by the Consumer Protection Act, no provision of the Terms are intended to contravene the applicable provisions of the Act. Therefore all provisions of the Terms shall be treated as qualified to the extent necessary to ensure compliance with the Act.