#### **TERMS AND CONDITIONS**

#### 1. INTRODUCTION:

- Pak Telecom Mobile Limited (henceforth "Ufone") provides telecommunication services in the Islamic Republic of Pakistan, AJK and Gilgit Baltistan (the "Territory"). Ufone is offering various value-added includes short messaging service ("SMS");
- 1.2 A new feature (the "My Stars 11") is being introduced in Cricwick "The VAS product". The My Stars 11 shall be available all year round for the customers of Cricwick. The participation in My Stars 11 is subject to the successful subscription of Cricwick at PKR 3 plus tax per day (defined as "Charges" below);
- 1.3 A specially designed marketing campaign (the "Campaign") is being launched to promote the VAS Product "Cricwick" and its newly introduced feature "My Stars 11". The Campaign includes incentives for the Customers subscribing to the Cricwick and engaging in with the free of cost participation in the Cricket Fantasy League game I-e My stars 11 and win a wide array of prizes detailed hereunder. Cricwick has created a webpage <a href="https://cricwick.net/mystars11-tnc">https://cricwick.net/mystars11-tnc</a> ("T&C Link") and made these Terms and Conditions (as defined below) available on the Cricwick mobile app to provide detailed information pertaining to the Campaign. The Website is publically accessible, whereas the mobile app shall be accessible to Cricwick subscribers only;
- 1.4 The terms and conditions mentioned herein ("Terms and Conditions") shall determine the rights and liabilities of Ufone, Cricwick and the Customer (as defined below) regarding the Cricwick subscription and also the Campaign. In order to purchase the subscription to the Cricwick and consequently also to participate in the Campaign, the Customer shall accept these Terms and Conditions in their totality by subscribing on the Cricwick platform. The subscription on the platform therein, would be for all intents and purposes be deemed as acceptance on the part of the Customer with these Terms and Conditions in their totality. The sole consideration granting the Customer the right to participate in the Campaign is the subscription to the Cricwick.

#### 2. DEFINITIONS AND INTERPRETATIONS:

## 2.1 Definitions:

Unless the context requires otherwise, the expressions used in these Terms and Conditions and not defined elsewhere in such Terms and Condition shall have the following meanings assigned to them:

- 2.1.1 "Advertisement" or "Advertised by Ufone" means publication or advertisement of any information, policy, notice, intimation, public message or any other communication regarding the Campaign, collectively or separately, through any medium including but not limited to digital, television, radio, outdoor, hoardings/billboards, internet, cellular and/or print media, SMS Broadcast etc.;
- 2.1.2 "Terms and Conditions" means these terms and conditions;
- 2.1.3 **"Approved modes of communication"** means any of the modes of communication provided in Telecom Consumer Protection Regulations, 2009 as amended from time to time;
- 2.1.4 "Charges" means the price for the subscription of Cricwick (inclusive of taxes) which shall automatically be charged to the Customer on daily basis recursively after the Subscription of the Customer to the Cricwick in accordance with these Terms and Conditions and it shall continue to be charged until the Customer unsubscribed from availing the Cricwick product;
- 2.1.5 **"Connection"** means Post-paid Connection or Pre-paid Connection issued by Ufone to the Customers;
- 2.1.6 "Customer" means the customer (including natural or legal person) who is availing Ufone Services through an MSISDN registered and activated validly in his name at the time of Subscribing to the Cricwick;
- 2.1.7 **"Encryption"** means any technique used by Ufone to reasonably secure the data, voice transmission or other communication over the System including but not limited to prevent eaves dropping over its telecommunication system except as required by the law or beyond its reasonable control;
- 2.1.8 **"Data"** means General Packet Radio Service or Long Term Evolution Service offered by Ufone to the Customers;
- 2.1.9 **"License"** means the relevant GSM License issued to Ufone by PTA for provision of Services in the Territory;

- 2.1.10 **"My Stars 11"** means a Cricket Fantasy League game where the customer may create his own team & gets points for his selected player's performance in real matches;
- 2.1.11 **"MSISDN Number"** means a unique numerical number assigned against each Connection for availing Ufone Services;
- 2.1.12 **"Network"** means Ufone's GSM network as and where installed throughout the Territory which is run and supported by the System;
- 2.1.13 **"Participant"** means the Customer who has elected to participate in the Campaign as per these Terms and Conditions;
- 2.1.14 **"Parties"** unless the context provides otherwise means Ufone and the Participant Customers;
- 2.1.15 "Payables" or "Dues" mean any payments due against the Customer for availing Ufone Services as per the relevant agreement thereof;
- 2.1.16 "Points" or "Pts" or "Scores" means points earned by the Participant on the basis of his selected player's real on ground performance. The Points shall be used to rank participants on the leader board for the Prizes;
- 2.1.17 "Wallet" means the virtual wallet where a participant's winnings shall be
- 2.1.18 "Post-paid Connection" means such Connection for which the Customer, subject to deposit of any applicable advance or security, pays for the Ufone Services after availing the Services;
- 2.1.19 **"Pre-paid Connection"** means such Connection for which the Customer pays for the Ufone Services in advance before availing such Services;
- 2.1.20 "PTA" means Pakistan Telecommunication Authority or its successor;
- 2.1.21 **"SIM Card"** means subscriber identity module card corresponding to the unique MSISDN Number issued to a Customer;
- 2.1.22 **"SMS"** means the Short Messaging Service provided by Ufone, but the expression "SMS" used in these terms and condition shall mean either (i) the SMS sent to customers and subscribers as invitations and / or service intimations;
- 2.1.23 "System" means Ufone's GSM mobile cellular system;
- 2.1.24 "Taxes" or "t" include all or any taxes, levies or fees levied/charged by federal government, any provincial government or any other lawfully competent authority;
- 2.1.25 **"Territory"** means the territories for which Ufone is authorized to provide Services under the License;

- 2.1.26 "Value Added Services" or "VAS" means any value added services offered by Ufone from time to time to its Customers;
- 2.1.27 **"Ufone Services"** means the services offered by Ufone from time to time through the System and Network including mandatory cellular services and optional services pursuant to the License; and
- 2.1.28 **"Ufone"** means Ufone Pakistan Private Limited. (including its successors and assigns) licensed by PTA to install and operate the Network throughout the Territory in order to provide the Services.

## 2.2 Interpretations:

- 2.2.1 Headings are included for convenience only and shall not affect the interpretation hereof. Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders;
- 2.2.2 The importance of Clauses shall not be determined by their arrangement/order in these Terms and Conditions;
- 2.2.3 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context; and
- 2.2.4 The words not expressly defined herein shall bear the dictionary meanings.

#### 3. CHANGES IN THE TERMS AND CONDITIONS:

Cricwick and Ufone maintains the absolute right to amend these Terms and Conditions by publishing the amendments and changes on Cricwick official web site. However, the Customer shall be intimated through an SMS from the Cricwick short code or an SMS from Ufone prior to any such amendment or change taking effect.

#### 4. SHORT CODES:

#### 4.1 Short Code:

The Cricwick Short Code shall be used for sending invitations to participate in the campaign and/or service intimations by Cricwick or Ufone.

#### 5. THE MY STARS 11; PRODUCT TERMS AND DETAILS

- 5.1 The My Stars 11 is a new product feature being made available to the Customers of Ufone via subscribing to Cricwick;
- 5.2 The Customer understands, accepts and agrees that the subscription to Cricwick will result in the free of cost participation in the My Stars 11 and shall represent an unconditional acceptance of these Terms and Conditions in their totality whereof the link shall be sent to the Customer in an SMS;
- 5.3 The Cricwick subscription price is PKR 3 plus tax, which shall be charged automatically to the Customer at the start of each day until such time as the Customer unsubscribes from the Cricwick platform. When a Customer confirms subscription of the Cricwick, Customer shall be charged the Charges on a daily recursive basis in accordance with these Terms and Conditions. Against such daily Charges the Customer shall avail all content and features of Cricwick. Customers having Post-paid connections may use Cricwick or participate in My Stars 11, however they are not eligible to claim any prizes offered in the campaign;
- 5.4 If any Customer desires to be unregistered as a subscriber of the Cricwick, he/she shall do it from the Cricwick mobile app or web;
- If a Customer decides to re-subscribe after unsubscribing from the Cricwick, he/she can re-subscribe via Cricwick mobile app or web, and consequently participate in the Campaign. All previously accumulated Points from the Campaign will also automatically become available for the re-subscribed Participant if so available for the defined and relevant period of the Campaign. The re-subscription of a Customer shall also represent that the Customer has again unconditionally accepted the Terms and Conditions.

#### 6. **DETAILS OF CAMPAIGN:**

- 6.1 The Customer acknowledges that this campaign is primarily launched to promote Cricwick platform and specifically the My Stars 11 which has been introduced hereby;
- 6.2 All Customers upon electing to subscribe to the Cricwick by accepting the Terms and Conditions in the manner prescribed herein shall become the Participants of the Campaign in in accordance with these Terms and Conditions;
- 6.3 To participate in the Campaign, the Customer shall be registered as a Participant upon the subscription to the Cricwick consequent to the acceptance of the Terms and Conditions

- 6.4 After registration as a Participant, the Participant shall become eligible to avail the benefits of the Campaign including entry in the offered Cricket Fantasy League I-e My Stars 11, under the Campaign where the entry shall be free of cost;
- 6.5 If a customer fails to pay Cricwick's subscription charges i-e PKR 3 plus tax, for 3 consecutive days, user won't be able to access Cricwick's premium features.
- 6.6 The Customer/Participant acknowledges that a number of SMS and/or in-app notifications for the promotion of the Campaign and service engagement will be sent throughout the duration of the Campaign;

#### 7. DURATION OF THE CAMPAIGN:

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- 7.1 The duration of the Campaign shall be till the end of the specified duration as determined by Cricwick or Ufone (the "Campaign Period");
- 7.2 Ufone or Cricwick may terminate/discontinue the Campaign at any time during the Campaign Period; however, the Customer/Participant shall be intimated in accordance with the applicable laws before the termination/discontinuation date. After the termination/discontinuation of the Campaign or expiry of Campaign Period, Ufone bears no obligation towards the Customer/Participant without any limitation.
- 7.3 In the event that the Customer unregisters his subscription of the Cricwick during the Campaign Period, the participation in the Campaign shall also stand suspended however, the accumulated Points will be retained and the Customer will be eligible for prizes if applicable for the period of participation in the Campaign;

#### 8. OBLIGATIONS OF CUSTOMER/PARTICIPANT:

- 8.1 The Customer/Participant unconditionally accepts these Terms and Conditions in addition to the terms and conditions agreed by the Customer in hard document or electronically for availing Ufone's cellular services at the time of getting Connection and shall absolutely comply with them.
- 8.2 The Customer/Participant shall refrain from any illegal, unfair or improper actions/deeds/omissions while subscription of the Cricwick and participating in the Campaign and for getting the benefits of the Campaign; and in the event of such an attempt occurring, Ufone shall have all the rights available to it under these Terms and Conditions, the agreement executed by the Customer for availing any of Ufone's Services and the applicable laws;

## 9. MyStars11 PRIZES AND MECHANICS:

9.1 The prizes for My Stars 11 League phase is as follows:

| Rank                                 | • | Prize (PKR) |
|--------------------------------------|---|-------------|
| 1 <sup>st</sup>                      |   | Motor Cycle |
| 2nd                                  |   | 10,000      |
| 3rd                                  |   | 5000        |
| 4 <sup>th</sup> -10 <sup>th</sup>    |   | 750         |
| 11 <sup>th</sup> -100th              |   | 500         |
| 101 <sup>st</sup> -200 <sup>th</sup> |   | 300         |

The prizes for Play-offs & Final is as follows:

| Rank                                 | - 11 | Prize (PKR) |
|--------------------------------------|------|-------------|
| 1 <sup>st</sup>                      |      | Motor Cycle |
| 2nd                                  |      | 15,000      |
| 3rd                                  |      | 10,000      |
| 4 <sup>th</sup> -10 <sup>th</sup>    |      | 1000        |
| 11 <sup>th</sup> -100 <sup>th</sup>  |      | 750         |
| 101 <sup>st</sup> -200 <sup>th</sup> |      | 500         |

The prizes for tournament level fantasy is as follows:

| The prizes for tournament lever furitasy is as follows: |             |  |
|---|-------------|--|
| Rank  | Prize (PKR) |  |
| 1st   | Car         |  |
| 2 <sup>nd</sup> -10th                                   | Motor Cycle |  |
| 11 <sup>th</sup> -20 <sup>th</sup>                      | 5000        |  |
| 21 <sup>st</sup> -50 <sup>th</sup>                      | 2000        |  |
| 51 <sup>st</sup> -100 <sup>th</sup>                     | 1000        |  |
| 101 <sup>st</sup> - 300 <sup>th</sup>                   | 750         |  |
| 301 <sup>st</sup> -500 <sup>th</sup>                    | 500         |  |
| 501 <sup>st</sup> -1000 <sup>th</sup>                   | 200         |  |
| 1001 <sup>st</sup> -1100 <sup>th</sup>                  | Vouchers    |  |
| 1101 <sup>st</sup> -4000 <sup>th</sup>                  | Vouchers    |  |

9.2 If two or more participants share the same rank, then each individual rank holder will be awarded with a separate prize of that specific rank. The prize of the very next rank will be skipped and the distribution will continue from the following ranks.

#### 10. POINTS AND MECHANICS:

- 10.1 Cricwick as a part of the Campaign has introduced Cricket Fantasy League (the "My Stars 11") which is part of the Campaign;
- 10.2 The Participant of his own free will may elect to participate in the My Stars 11;
- 10.3 The Participant may as part of the Campaign to promote the new feature of Cricwick i-e My Stars 11, also play any of the offered fantasy game I-e League or Match fantasy. The Participant/Customer shall not be charged anything for participating in the My Stars 11

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10.4 My Stars 11 Mechanics:

#### **SELECT MATCHES**

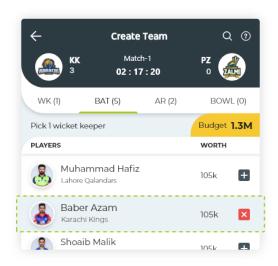
Select any match from the list of matches you wish to play.



#### **SELECT PLAYERS**

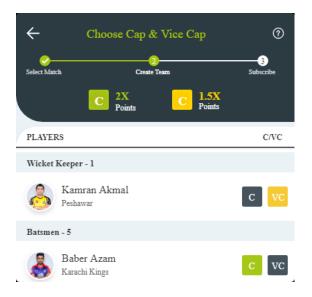
Select your favourite players from both sides. Max 8 players from one team.

- **01** Wicket keeper
- **4-5** Batsman
- **2-5** Bowlers
- **1-4** All rounders



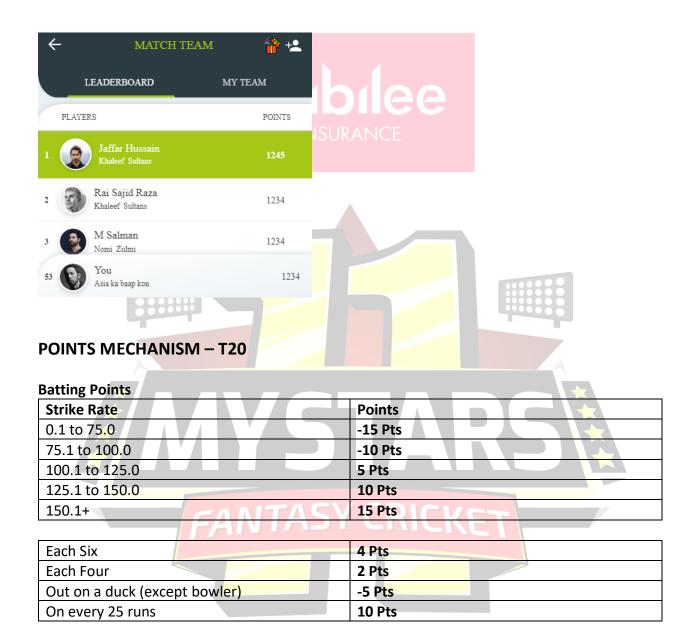
## **SELECT CAPTAIN & VICE CAPTAIN**

You must have a captain & vice-captain of each team you create



#### **FOLLOW LEADER BOARD**

Check status on Leaderboard. Point system is based on the actual performance of the players.



**Bowling Points** 

| <b>Economy Rate</b> |   | Points  |
|---------------------|---|---------|
| 0.1 to 5.0          |   | 15 Pts  |
| 5.01 to 8.0         |   | 10 Pts  |
| 8.01 to 10.0        |   | 5 Pts   |
| 10.01 to 12.0       | 1 | -10 Pts |
| 12.01+              |   | -15 Pts |

| Each Wicket         | CUR   | 10 Pts |  |
|---------------------|-------|--------|--|
| Per Dot Ball Bowled | INSUR | 1 Pts  |  |
| Per Maiden over     |       | 20 Pts |  |

**Fielding Points:** 

| Catch resulted Wicket  | 10 Pts |
|------------------------|--------|
| Stumps resulted Wicket | 15 Pts |
| Run Out (only thrower) | 10 Pts |

# **Bonus Points:**

| Captain Gets                   | 2x Pts   |
|--------------------------------|----------|
| Vice-Captain gets              | 1.5x Pts |
| Man of the Match               | 25 Pts   |
| Winning Team (for each player) | 5 Pts    |

# POINTS MECHANISM - ODI TASY CRICKET

# **Batting Points**

| Strike Rate   | Points  |
|---------------|---------|
| 0.1 to 30.0   | -15 pts |
| 30.1 to 50.0  | -10 pts |
| 50.1 to 80.0  | 5 pts   |
| 80.1 to 100.0 | 10 pts  |
| 100.1+        | 15 pts  |
| Each Six      | 4 pts   |

| Each four                      | 2 pts  |
|--------------------------------|--------|
| Out for a Duck (Except Bowlers | -5 pts |
| On every 25 runs               | 10 pts |



# **Bowling Points**

| is a second seco |         |
|--|---------|
| Economy Rate   | Points  |
| 0.1 to 3.0   | -15 pts |
| 3.01 to 6.0  | -10 pts |
| 6.01 to 9.0  | 5 pts   |
| 12.01 +  | 10 pts  |
| Each Wicket  | 15 pts  |
| Per Maiden Over  | 4 pts   |
|  |         |

# **Fielding Points**

| 8                      |        |
|------------------------|--------|
|                        | Points |
| Catch resulted Wicket  | 10 pts |
| Stumps resulted Wicket | 15 pts |
| Run Out (only thrower) | 10 pts |

# **Bonus Points**

| Points   |
|----------|
| 2X pts   |
| 1.5X Pts |
| 25 pts   |
| 5 pts    |
|          |

## 11. CONDITIONS TO WIN AND RECEIVE THE PRIZES

- 11.1 The League Fantasy Prize and Match Fantasy Prize shall collectively be referred to as the "Prizes" and separately as the "Prize";
- 11.2 All cash prizes shall be disbursed to the customer via Jazz Cash or Easy Paisa. A participant must provide his Jazz Cash or Easy Paisa account details to claim the prize;
- 11.3 All Prizes will be subject to applicable Taxes before being handed over to the winning Participant;
- 11.4 Cash winning shall be credited to the participant's virtual Cricwick Wallet. However, a participant may claim the prize money once his wallet balance touches PKR 1,000;
- 11.5 Cash prizes shall only be disbursed into participant's designated Jazz Cash or easy Paisa account;
- 11.6 The Prize-Winning Participant shall be required to produce his original CNIC for verification of his antecedents from Ufone's records and after verification such Participant shall be given the Prize;
- 11.7 If the winning Participant is under 18, then the prize will be awarded to the person whose name the SIM is registered and the prize will be handed over only after verification in accordance with clause 12.5;
- 11.8 Ufone or Cricwick reserves the right to disqualify any Participant from receiving any prize(s) if it has reasonable grounds to believe that the Participant breached any provision of the Terms and Conditions and/or the agreement executed for availing Ufone Services;
- 11.9 The Prize winning Participant shall be contacted by Ufone and such Participant shall undertake in writing that he is, the lawful owner of the SIM and MSISDN (cell number), is entitled to receive the Prize and in case of any claimant disputing the receiving of such Prize he shall be responsible for the settlement of such dispute and shall indemnify Ufone and Cricwick in full regarding such dispute (including but not limited to all cost, expenses and reasonable attorney fees incurred by Ufone in relation thereto);
- 11.10 The Prize winning Participant shall provide all the documents required by Ufone or Cricwick including a Disclaimer stating that he is not disqualified under Clause 13.14 to participate in the Campaign;

11.11 The Participant agrees that Ufone or Cricwick may use such photographs, videos and audio recordings taken at the time of Prize distribution, communication happened/exchanged during contact by Ufone or Cricwick for intimation of prize winning and other information including names, surnames etc., in Ufone's or Cricwick's advertisements of the Campaign without any further/prior/specific consent for such purpose. The consent given here and the incorporation of any contents/information in the advertisement of the Campaign shall not entitle the Participant for any remuneration/amount in any manner. If a winning participant later becomes disqualified under these Terms and Conditions to receive the Prize, then any release of advertisement about his winning shall not create any obligation/responsibility on Ufone or Cricwick in favor of such participant either related to the Prize or to any social, financial or other exposure in this regard;

#### INSURANCE

- 11.12 If the notified winner Participant cannot be reached / contacted, disqualified or refuses the Prize or fails to appear to collect it within 20 calendar days (the "Grace Period") after the campaign ends, then the claim from winning Participant/runner up shall not be entertained without regard to the reason of such delay/lapse;
- 11.13 The cash Prize Winning Participant must have Jazz Cash or Easy Paisa Account in order to receive the Prize. In case the winner does not have an existing Account, he will be given a period of 15 working days to open Jazz Cash or Easy Paisa account and revert back to Ufone or Cricwick. In case he does not revert back to Ufone or Cricwick in the prescribed time period of 20 days after the campaign ends, it shall be considered the lapse of Grace Period and such Participant shall face the consequences of lapse of Grace Period;
- 11.14 The Prize winner cannot assign or transfer the Prize;
- 11.15 The Participant agrees that Ufone or Cricwick shall not be responsible/liable for any loss, injuries or damages of any kind caused to the Participant by or resulting from the Campaign, the participation in the Campaign, acceptance or receiving the Prizes, or disqualification to receive any Prize including without limitation on account of lapse of Grace Period;
- 11.16 Ufone or Cricwick reserves the right to stop (Pre-mature Stoppage) the Campaign due to any reasons, including but not limited to as mentioned in clause 13.10 herein. In case of Pre-Mature Stoppage, the results of the Campaign will be published at T&C Link <a href="https://crickwick.net/trivia-faqs/Ufone">https://crickwick.net/trivia-faqs/Ufone</a> and shall only give out the prizes won up to the date of Pre-Mature Stoppage;

- 11.17 The Participant understands, agrees and accepts that the decisions made by Ufone or Cricwick shall be final and binding on him.
- 11.18 All tangible prizes shall be collected by the winning participant in person & shall not be handed over to any other person.

#### 12. MISCELLANEOUS:

- 12.1 Ufone or Cricwick shall not have any liabilities towards the Customer/Participant after the expiry of Campaign Period except provided otherwise expressly in the Terms and Conditions.
- 12.2 Ufone or Cricwick shall not be responsible for any loss or damage resulting to the Participant or any third party in any manner in association and/or connection with the Campaign and participation therein;
- 12.3 Ufone or Cricwick undertakes/gives no warranty (whether express or implied) whatsoever with respect to the entitlement for any Prize by mere participation of Participant in the Campaign;
- 12.4 Fraud or abuse relating to accrual of Points, may result in forfeiture/cancellation of such accrued Points as well as cancellation of a Participant's eligibility for the Campaign, suspension of Ufone's Services to the Participant and termination of Participant's Ufone connection; and any decision by Ufone in this respect shall be final;
- 12.5 Without prejudice to Clause 13.4, all questions or disputes regarding eligibility of the Participant for the Campaign, the accrual/accumulation of Points and giving of Prizes shall be resolved by Ufone in its sole discretion and any decision by Ufone in this respect shall be final;
- 12.6 Ufone or Cricwick's failure or delay to enforce a particular term and condition, right, remedy or penalty shall not constitute as a waiver of that term and condition, remedy, penalty by Ufone or Cricwick. Further the enforcement of these Terms and Conditions, right, remedy or penalty shall not mean the waiver of other terms, remedies or penalties available to Ufone or Cricwick under this document, other applicable documents/agreements between Ufone and the Participant and the relevant laws;
- 12.7 Ufone and Cricwick reserves the right to disqualify any Participant from further participation in the Campaign, if it has reason to believe that the Participant has in any way violated these Terms and Conditions, or the terms and conditions of the agreement executed for availing Ufone Services (which is mandatory to execute before availing Ufone Services). If a Participant is availing Ufone Services

- without execution of any agreement in this regard, it shall be presumed a breach of these Terms and Conditions in itself;
- 12.8 Unless otherwise expressly stated or implied by context, each of the Terms and Conditions herein contained shall be severable and distinct from one another and if any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable by a court of competent jurisdiction or any competent authority, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remaining provisions. In case any provision is held to be invalid, illegal or unenforceable by a competent authority or court, Ufone and/or Cricwick shall have the right to amend these Terms and Conditions as may be required as a result of the order of the competent court or authority. However, in case the remaining Terms and Conditions cannot survive pursuant to the order of the competent authority or court, or the amendment renders these Terms & Condition incapable of being performed to the extent of obligations with regards to a Participant/Prize winner, the Participant/Prize winner understands, accepts and agrees that Ufone in such circumstances shall have the right to terminate the agreement concluded between Ufone and the Participant hereby;
- If a Force Majeure event occurs that directly affects the ability of Ufone or Cricwick to perform its obligations hereunder, Ufone and/or Cricwick shall be entitled to suspend performance of such an obligation for the duration of the Force Majeure event. Force Majeure includes acts of God, war, hostilities, riots, civil commotion, strike, revolution, epidemic / pandemic, accident, fire, flood, earthquake, blockade, any decision of the court, tribunal or authority, PTA or any other cause similar to the kind herein enumerated or of equivalent force not within the control of Ufone and/or Cricwick (including but not limited to reasons attributable to failure of machinery, Ufone's telecommunication system, any hardware or software);
- 12.10 The decision of Ufone and/or Cricwick in respect of any dispute that may arise in connection with these Terms and Conditions shall be final and binding on the Participant;
- 12.11 The Customer/Participant acknowledges that under this Campaign he shall not respond to any calls/SMSs directing to make/send calls/SMSs to any other number/short code or which are regarding award of any prize (whether money or in kind) in lieu of balance transfer or any call. Ignorance of this clause by the Customer shall not accrue any liabilities/responsibilities on Ufone including but not limited to liability/responsibility towards any loss occurred to the Customer/Participant;
- 12.12 The language of the Campaign shall be Roman Urdu and/or English;

- 12.13 The Customer who has executed the agreement for availing Ufone Services against the MSISDN (cell number) under his use shall be eligible to participate in the Campaign and not otherwise. However, notwithstanding anything contained herein, the following shall not be eligible to participate in the Campaign:
  - i) The employees of Ufone;
  - ii) Ufone Franchises and Retailers and the employees of its sister concerns;
  - iii) The spouse, children, parents and siblings ("First Degree Relatives") of Ufone employees;
  - iv) The registered users of Ufone employee family number; and
  - v) The contractors, technical service providers and/or professionals and their employees working for this Campaign.

#### 13. COMPLAINT/QUERY HANDLING, DISPUTE RESOLUTION AND ARBITRATION:

- 13.1 The Participant can call at the helpline by dialing 345 round the clock for any complaints regarding the Campaign. The Participant's call shall be recorded against his CLI for record keeping and in accordance with the instructions given by PTA. Prescribed tariff rates shall be charged for using the helpline services;
- 13.1 If a Participant requires information regarding the Campaign or the My Stars 11, he can access FAQ, Game Mechanism & detailed T&C available on Cricwick mobile app and web;
- 13.2 A Participant can check his rank by accessing the leaderboard available on the Cricwick mobile app and web;
- 13.3 The Terms and Conditions shall be governed by the laws of Pakistan and interpreted in accordance with laws of Pakistan. If the Participant shall be of the opinion that he has any right pertaining to the Campaign and he wishes to invoke such right, the Participant acknowledges, understands and agrees that such right can only be invoked through the arbitration which shall be conducted by the sole arbitrator appointed by Ufone or Cricwick and such arbitration proceedings shall be conducted in English or Urdu language at Lahore under the Arbitration Act 1940. Without prejudice to the above, it is further agreed by the Participant that only the courts at Lahore shall have the jurisdiction on any matter relating to the Campaign.