

# General terms and conditions Magenta Moments

## 1 What is Magenta Moments?

Magenta Moments is a program for all users of Moj Telekom app (the "App"). Magenta Moments program members are entitled to offers and benefits from Hrvatski Telekom d.d. (HT) and HT partners participating in the Magenta Moments program, through the Magenta Moments section of the App (the "Magenta Moments").

## 2 How can you take part in Magenta Moments?

- 2.1 All App users, who are above 18 years of age are eligible to be part in Magenta Moments. App users need to visit the Magenta Moments section of the App and activate it by accepting the Terms and Conditions. After activating the Magenta Moments, the App user becomes a member of Magenta Moments (the "Member") and can claim the Welcome gift for enrolling in Magenta Moments.
- 2.2 By activating the Magenta Moments, the Member acknowledges that he/she meets the eligibility requirements as set out in Section 2.1 of these Terms and Conditions. By activating the Magenta Moments, the Member acknowledges and accepts that he/she can be excluded from the Magenta Moments by HT if does not meet the eligibility requirements.
- 2.3 Members can only access the Magenta Moments through the App.
- 2.4 The membership can be terminated by the Member by deactivating the Magenta Moments section of the App. After deactivating the Magenta Moments, the App user may, at any time, reactivate the Magenta Moments in line with Section 2.1 of these Terms and Conditions.

## 3 How does Magenta Moments work?

- 3.1 Every offer provided in the Magenta Moments has its own conditions of usage and the same are detailed in the individual offer details. Offers and vouchers have finite validity periods mentioned in the corresponding offer details page and voucher images.
- 3.2 As a part of the Magenta Moments, members are being rewarded with Magenta Hearts in various scenarios, for example and not limited to: referring friends to Magenta Moments who meet the eligibility requirements, daily visits to Magenta Moments section of the App, etc. Magenta Hearts is a gamified token which does not have any monetary value and cannot be converted to cash. Magenta Hearts may not be transferred to another Member. Magenta Hearts can be used in games that will be part of the Magenta Moments such as sweepstakes, fastest finger first, spin the wheel and scratch card, and for unlocking regular offers (HT and HT partners) that are not gamified.
- 3.3 Magenta Hearts have an expiry period of 1 year.
- 3.4 Magenta Moments offers and benefits are provided based on the data provided or generated by the Member through taking part in the activities in Magenta Moments, through the usage of the App (including services and pages which user displayed). Any Member can choose to make the experience with Magenta Moments more personal by adding the nickname, lifestyle, interests, age, gender, location. Providing any of this information is voluntary and enable Member to receive more relevant offers and personalized experience. The additional data provided by the Member in the Magenta Moments section can be amended or deleted by the Member at any time in the profile settings.
- 3.5 By enabling push notifications for Magenta Moments, members may be notified on relevant program communication such as, but not limited to: Welcome - onboarding, expiry of hearts, earning of hearts, expiry of vouchers, refund of hearts - in case of any failures of provisioning/tech failures, bundled offers (e.g. when a HT product is purchased that is linked to Magenta Moments), in case the Member is located within 1 Km radius of a geo-located voucher, in case another Member joins the Moments program, who was invited by the Member, communication related to games.

## 4 How are we liable?

- 4.1 HT facilitates discounts and offers from HT partners (i.e. third parties participating in Magenta Moments). HT is not liable for any damages or issues caused by the usage of products and services of such third parties and brands.
- 4.2 HT is not a contracting partner or service provider of HT partner's offers. In that case, terms and conditions of usage of the respective HT partner shall apply. These are detailed on the partner's webpages and/or facilities.

## 5 How is your data processed in the Program?

- 5.1 Detailed information regarding the data processing activities in the Magenta Moments is presented in the Privacy notice attached to these Terms and Conditions.

## 6 What else does apply?

- 6.1 Errors and changes to the program are reserved.
- 6.2 In matters not regulated by these Terms and Conditions, in particular in connection with the legal relationship between HT and the App user, or in connection with the use of the App, the respective terms and conditions shall prevail.
- 6.3 Discounts, offers, vouchers etc. available in the Magenta Moments cannot be combined with other discounts, offers, vouchers etc. provided to the members, except if it is expressly allowed in the individual offer detail page.
- 6.4 HT reserves the right to unilaterally amend these Terms and Conditions with the notification to the Members. Amendments will be applicable from the date of publication, without explicit acknowledgment confirmation by the Member.
- 6.5 HT reserves the right to unilaterally cease the Program with the Notification to the Members.

## 7 Protection against misuse

- 7.1 Magenta Moments reserves the right to implement appropriate measures to protect against abuse and fraud in the use of the Application. In case of justified suspicion of the misuse of the Application and the benefits it provides, Magenta Moments will take necessary actions to protect the interests of the participants and HT.
- 7.2 HT has the right to take any measure it deems appropriate, including deleting or suspending a user account and collected hearts, if it discovers any suspicious activity related to them. This includes, but is not limited to:
  - i. engaging in illegal activities or fraud.
  - ii. providing or attempting to provide false or misleading information or misrepresentation in the HT application.
  - iii. violating these Terms (including unauthorized trading of acquired hearts or unauthorized use of Magenta Moments program materials and tags);
  - iv. unjustified earning of hearts (by fraud or other means).