

REGULATION OF “LOYALTY PROGRAM”

1. DEFINITIONS:

Moldcell subscriber – an individual who uses Moldcell GSM mobile services and has/does not have a subscription agreement.

Participant – subscriber acting in accordance with all conditions of the Regulation of “Loyalty program”. Every Subscriber has a possibility to become a Participant of the “Loyalty program” if s/he uses Moldcell GSM Mobile services and has/does not have a subscription agreement.

Loyalty program – program aimed at stimulating the use of Moldcell GSM mobile services. It was organized by Moldcell in cooperation with the authorized distributors and dealers of Moldcell, exclusively for Moldcell subscribers. Thanks to the program Moldcell subscribers have a possibility to accumulate Points and get Prizes according to the Regulation of the “Loyalty program”.

Points – virtual points that are not tangible and have no money value. They are accumulated on the account of the Participant of “Loyalty program” and give him/her a right to get a Prize in accordance with the Regulation of the “Loyalty program”. Points cannot be transferred to another Participant, exchanged for other material values with the exception of those given in the Regulation of the “Loyalty program” and/or announced by Moldcell and given in money equivalent. In case of termination of the subscription agreement or refusal to use Moldcel services (refusal implies disconnection of Moldcell GSM number due to the fact that the Participant does not fulfill the conditions for the use of Moldcell GSM mobile services), Points are annulled and are not given to the Participant in money equivalent.

Validity of points – all points, accumulated by the Participant during one year, are valid till the end of the following year. Upon the end of the year, following the year when points were accumulated, all unused points become automatically invalid, there is no possibility to exchange them or use in the future.

Prizes – Moldcell services and other material values, approved by Moldcell and provided according to the Regulation of “Loyalty program” within limits of the available stock. Prizes, such as other material values, are given in exchange for accumulated Points only to the subscribers who use Moldcell GSM mobile services based on the subscription agreement with Moldcell. Participants have no right to demand the money equivalent of the Prizes.

SMS-information – messages sent to Moldcell subscribers – Participants of the “Loyalty program” - with information about the number of Points in accordance with the Regulation of “Loyalty program”, as well as other informative messages sent to the Participant.

Organizer – the organizer of the “Loyalty program” is JV „Moldcell” JSC, legal address: 3, Belgrad St., mun. Chisinau, MD-2060, the Republic of Moldova.

Moldcell services – mean GSM mobile services provided by Moldcell company in the Republic of Moldova.

All other definitions that are not directly mentioned in the present Regulation are interpreted according to the provisions of the User’s guide for users of the tariff plans Cartela Moldcell and Abonament Moldcell.

2. CONDITIONS OF “LOYALTY PROGRAM”

2.1. The present Regulation comes in force on February 1st, 2011, and represents the rules for implementing the “Loyalty program”. Participation in the “Loyalty program” after the present Regulation comes into force means acceptance of and agreement with its conditions.

2.2. The present Regulation on the organization and implementation of the “Loyalty program” (hereinafter referred to as Regulation) was written according to the current legislature of the Republic of Moldova and stipulates for the general conditions of organization and implementation of the “Loyalty program”.

2.3. “Loyalty program” does not have any participation fee and is organized to stimulate the use of Moldcell GSM – standard mobile services and to win the loyalty of Moldcell Subscribers. All prizes in the “Loyalty program” are offered by the Organizer from its own resources.

2.4. The users of Moldcell GSM mobile services who have no subscription agreement have a right to exchange the accumulated points only for Moldcell services provided by the “Loyalty program”. To get as Prizes other material values (other than Moldcell Services), a Subscriber – Participant has to use the Moldcell GSM mobile services and obligatory make a subscription agreement with Moldcell. Moldcell subscribers with the subscription agreement also have a right to exchange the accumulated points for Moldcell services offered by the “Loyalty program”.

3. DESCRIPTION OF “LOYALTY PROGRAM”

3.1. “Loyalty program” gives Subscribers the possibility to get and accumulate Points than can be exchanged for Prizes according to the present Regulation.

4. DURATION OF “LOYALTY PROGRAM”

4.1. The present Regulation of the “Loyalty program” comes into force on February 1st, 2011, and does not have a specified term of duration. It functions on the territory of the Republic of Moldova until the Organizer decides to terminate the “Loyalty program”.

4.2. The “Loyalty program” can be extended by the Organizer for a certain period; in this case a new Regulation will be published with information about places where the prizes will be given.

4.3. The Organizer has a right to terminate the implementation of the “Loyalty program” and preliminary inform all Participants of the Program (2 months before the termination) about its termination through publication of a respective announcement in mass media and/or sending an SMS with this information to the number of the Participant of the “Loyalty program”. The Organizer does not bear responsibility for receiving of the SMS by the Participant.

5. PARTICIPATION AND REGISTRATION FOR “LOYALTY PROGRAM”

5.1. Only individuals, who use Moldcell GSM mobile services and have or do not have a subscription agreement, have a right to participate in the “Loyalty program”.

5.2. Participation in the “Loyalty program” for subscribers is voluntary and is expressed in the will to make some actions aimed at getting some Prize offered by the “Loyalty program”.

5.3. To participate in the “Loyalty program”, a Subscriber has to become a user of paid Moldcell GSM mobile services with/without a Subscription Agreement. Once registered in the “Loyalty program”, Participant with the same GSM number cannot be repeatedly registered and participate in the “Loyalty program” according to the Regulation of the “Loyalty program”.

5.4. Registration of the Participants is done automatically in the following way: from the moment the Subscriber starts using paid Moldcell GSM mobile services, s/he is automatically registered as a Participant of the “Loyalty program” and gets SMS with information that s/he is a Participant of the “Loyalty program”. The use of Moldcell GSM mobile services is foreseen only for the use of paid Moldcell GSM Services.

5.5. Any Subscriber – Participant of the “Loyalty program”, who follows all conditions of the Regulation, has a right to get the Prizes.

5.6. Every registered Participant, as soon as s/he starts using paid Moldcell GSM services, will monthly get, at the beginning of a new month, SMS with information about the number of received Points and information about the total number of points on the account of the “Loyalty program” at the moment s/he receives an SMS.

5.7. The subscriber has a right to participate in the “Loyalty program” providing that s/he respects all conditions of the present Regulation.

5.8. Any Subscriber can get a refusal to participate in the “Loyalty program” if:

5.8.1. During implementation of the “Loyalty program” the Subscriber once or repeatedly violated several

conditions of the Regulation.

- 5.8.2. During the “Loyalty program” the Subscriber performed illegal actions using GSM number or any other actions that contradict the commercial policy or damage the reputation of a Party participating in the “Loyalty program”, namely, of an Organizer and/or Partner.
- 5.9. The participation of any Subscriber in the “Loyalty program” (accumulation of Points and receipt of Prizes) by default means acknowledgment and full agreement of the Subscriber with all rules of the “Loyalty program” that are described in details in the present Regulation, that is made public by the Organizer, from the beginning till the end of the “Loyalty program”.
- 5.10. If the Subscriber does not agree with the conditions of the Regulation of the “Loyalty program”, s/he does not take any actions to exchange Points for Prizes. Accumulation of Points does not oblige the Subscriber to exchange them for Prizes and does not impose any additional responsibilities. The Subscriber has to meet the requirements of the present Regulation during exchange of Points for Prizes.

6. POINTS OF “LOYALTY PROGRAM”

- 6.1. While the Subscriber uses paid Moldcell GSM Services, the points accumulate on the account of the Participant of the “Loyalty program”. The information about received Points is kept during the period of implementation of the “Loyalty program”.
- 6.2. Points are calculated automatically and cannot be transferred to another Participant of the “Loyalty program” or a third party. Participants of the “Loyalty program” have at their disposal only their own Points.
- 6.3. Participants of the “Loyalty program” have a possibility to check the amount of Points, accumulated on the account of “Loyalty program”, through a special USSD menu.
- 6.4. The period of accumulation of Points in the “Loyalty program” is limited by the period of implementation of the “Loyalty program” given in p. 4.1. of the present Regulation and under the condition of respecting other conditions of the Regulation. At the end of the year that follows the year of accumulation of Points, all unused Points automatically become invalid without a possibility to exchange them or use in the future. All Points, accumulated before the present Regulation came into force, are valid till 31.12.2012
- The amount of Points credited to the account of the Participant of the “Loyalty program” is defined according to the following scheme: for every 10 (ten) lei used for paid Moldcell GSM services from the account of the Participant, the Participant will get 1 (one) Point.
- 6.5. To stimulate the loyalty of Moldcell Subscribers, several additional advantages are offered by the “Loyalty program”, namely:
- for every year of using paid Moldcell GSM services, the Participant will get Points according to the following scheme:

Moldcell in-network period (years)	Loyalty points
1 - 3	50
4 - 6	100
7 - 9	150
10 - 12	200
> 12	250

- subscribers, who use Moldcell GSM services according to the conditions of the tariff plan Cartela Moldcell, will get a discount for every refill of account with at least 50 lei through scratch card or applying other payment methods according to the following scheme:

Moldcell in-network period	6 months - 1 year	1 - 2 years	2 - 3 years	3 - 5 years	over 5 years
Discount	5%	10%	15%	20%	25%

The offered Discount is valid during 30 days from the day it is given and can be used for calls, SMS and MMS in Moldcell network. It is valid only for Saturdays and Sundays.

7. PRIZES IN THE “LOYALTY PROGRAM” AND DISTRIBUTION OF PRIZES

- 7.1. Participants of the “Loyalty program”, who have Points on their accounts, calculated according to the present Regulation, during implementation of the “Loyalty program” and upon the condition the Points are valid, can receive Prizes in exchange for Points deducted from the account of the Participant of the “Loyalty program”. Every Prize has its unique value in Points that is set at the discretion of Moldcell. According to the value in Points, the Participant can exchange the accumulated Points for selected Prizes.
- 7.2. When the Participant of the “Loyalty program” gets selected Prizes, the Points are deducted from his/her account in accordance with the value of the Prize in Points, based on the conditions of the present Regulation.
- 7.3. The Participant has a right to receive Prize through USSD, if the Prize is Moldcell Services or the Organizer has other material values as Prizes, if the Participant is the user of Moldcell GSM services based on the subscription agreement with Moldcell.
- 7.4. The Organizer is responsible for correct deduction of Points during distribution of Prizes.
- 7.5. The Organizer has a right to change the list and value of the Prizes.
- 7.6. The Prizes in the “Loyalty program” are limited in number and will be given to the Participants within the limits of the available stock.
- 7.7. The Participants of the “Loyalty program” can exchange accumulated Points for Prizes that are not Moldcell services (other material values) during the “Loyalty program” period following the terms of validity of the accumulated Points (given in the present Regulation) in the specially equipped points provided by the Organizer.
The information about authorized points where the Prizes, different from Moldcell services (material goods), will be given, as well as the working schedule of the above-mentioned points will be announced to the Participants before the Prizes are given, through publication of the information on the official site of the Organizer www.moldcell.md. The distribution of Prizes is done periodically during the year and information about the period and distribution is offered to the Participants through publication of this information on the site of the Organizer.
- 7.8. To get a Prize that is not Moldcell Service (other material values), the Participant has to provide to the representative of the Organizer SIM card with the Moldcell subscriber’s number, his/her ID and the copy of ID. The Organizer will verify the presence of the subscription agreement between the Participant and Moldcell and, in accordance with this information, will give or refuse the Prize other than Moldcell services. The Prize can be given only to the individual whose name is written in the subscription agreement.
- 7.9. The Participant confirms the receipt of the Prize making a record in the information register of the

Organizer for distribution of Prizes.

- 7.10. The Organizer has a right to refuse to give the Prize that is not Moldcell Service (other material values) to the people who did not have the right to participate in the “Loyalty program”, according to the conditions of the present Regulation.
- 7.11. If a person who requests a Prize, other than Moldcell Service (other material values) cannot provide to the representatives of the Organizer an obligatory element to get the Prize, such as ID and/or GSM SIM card with the GSM subscriber’s number to which the points were accumulated, this person does not have a right to get a Prize and cannot make any claims.
- 7.12. If the Participant of the “Loyalty program” did not address the Organizer to get a Prize during the terms given in p. 6.4. and 7.7. of the present Regulation, s/he loses the right to get the Prize and does not have a right to make any claims to the Organizer.
- 7.13. The money equivalent of all Prizes is not provided.
- 7.14. The Prizes received by the Participants cannot be returned or exchanged.
- 7.15. The Organizer does not give any guarantees and is not responsible for warranty for the offered Prizes.
- 7.16. If income tax is applied to the Prize received by the Participant of the “Loyalty program”, the tax will be paid by the Organizer.
- 7.17. During implementation of the “Loyalty program”, the Organizer bears responsibility for providing the representatives in the points for distribution of Prizes other than Moldcell services (other material values) with everything necessary for fulfilling the obligations in accordance with the Regulation.
- 7.19. If any disputes or misunderstandings arise regarding the “Loyalty program” during distribution of Prizes, other than Moldcell Services (other material values), the Organizer is obliged to solve them as soon as possible, so that it could not influence the functioning of the “Loyalty program”.

8. PROVIDING INFORMATION TO THE SUBSCRIBERS

- 8.1. The rules of the “Loyalty program”, conditions and information about Prizes are offered by the Organizer through information materials and providing information directly to the subscribers with the help of Organizer’s representatives or other authorized people in the places of distribution of Prizes.
- 8.2. The subscribers can find additional information regarding the conditions of the “Loyalty program”, as well as conditions of the “Loyalty program” on the official site of the Organizer - www.moldcell.md.

9. LIMITATION OF LIABILITY

- 9.1. The Organizer is responsible for distribution of Prizes to the Participants of the “Loyalty program”.
- 9.2. The Organizer is not responsible for any consequences resulting from the use of the Prize other than Moldcell Service (other material values) by the Participant after the signing of the transfer and acceptance act.
- 9.3. The Organizer is solely responsible for calculation of Points from the moment the present Regulation comes into force as well as for the correct distribution of Prizes.
 - 9.4. Moldcell Customer Service offers the Participants only information about calculation and deduction of Points and Prizes ordered by the Participants through the USSD menu.
- 9.5. The Organizer does not examine any disputes arising among Participants and other people, including but not limited to disputes about belonging of Moldcell cards, subscribers’ accounts and rights to the accounts, Prizes, etc. as well as other disputes that have no relation to the activity of the Organizer during implementation of the “Loyalty program”.

10. FINAL CLAUSES

- 10.1. Conditions of the present Regulation and participation in the “Loyalty program” are defined and interpreted in accordance with the legislature of the Republic of Moldova.
- 10.2. If any provision of the present Regulation loses its force due to the action of law, norm or direction taken by the government or resulting from the final decision of the court with corresponding competence, it should not influence the legal force of other provisions that are not legally recognized invalid.
- 10.3. The Organizer leaves the right to revise or modify the conditions of the Regulation without preliminary acknowledgment, and further participation of the Subscribers in the Program after the revision of the conditions means their full agreement with the introduced changes.
- 10.4. The Participant, requesting the Prize from the Organizer, gives Organizer a right to use information necessary for fulfillment of the obligations in the Regulation, including, but not limited to the information about the number of Points, etc.
- 10.5. All photo and video materials with participation of the recipients of Prizes in the “Loyalty program” are property of the Organizer and are used at the discretion of the Organizer without preliminary consent of the Participants. Receiving the Prize (signing the transfer – acceptance act), the Participant agrees to use his/her image by the Organizer to advertise the “Loyalty program”.

Hereby, the Present Regulation is approved today, on February 1st, 2011, by the authorized representatives of the Parties:

Organizer:

Chiril Gaburici

General Manager

JV „Moldcell” JSC

Carolina Bugaian

Director Financiar