

General Terms & Conditions for all Promotions

The following general terms and conditions (the “**General Terms**”) apply to all Promotions offered by To The Moon Mobile Limited (the “**Company**”). These General Terms shall be read in conjunction with the Special Terms set out with each Promotion (jointly, the “**Terms**”).

The Terms

These Terms prevail in the event of any conflict or inconsistency with any other communications relating to the Promotion, including any advertising or promotional materials. In the event of any inconsistency between the General Terms and the Special Terms, the provisions of the Special Terms shall prevail.

Submitting an entry constitutes your full and unconditional agreement to and acceptance of these Terms, as well as your full and unconditional agreement to and acceptance of the decisions of the Company, which shall be final and binding on all matters relating to all Promotions.

If you do not agree with any of the provisions of the Terms relating to any Promotion, please do not enter and do not participate in that Promotion.

The Company, at its discretion, may notify you of any changes to these Terms by contacting you using the contact details you gave when registering for the Promotion, or via a notice within the relevant mobile application.

The Company may modify or cancel the Promotion at any time.

Eligibility & Entry

Promotions are open to UK, Channel Islands and Isle of Man residents aged 18 years or over.

Employees of the Company and/or any third party directly associated with the administration of any Promotion, and their immediate families are not eligible to enter.

No applications from organised groups, third parties, agents, robots, macros or other automated means, will be allowed.

Incomplete applications or entries that are not in accordance with these Terms will be rejected.

Unless otherwise specified in the Special Terms, there is no cost or additional purchase necessary to participate in any Promotion. An additional purchase does not increase your chances of winning. Please be aware that any use of the internet may incur data charges from your mobile network or ISP (including To The Moon Mobile).

The Company reserves the right to ask for evidence to verify the eligibility of an entrant at any time, and may withhold delivery of a Prize or Bonus until it has received such evidence from the winner. Failure to provide such evidence in a timely manner may result in forfeiture of the Prize or Bonus.

Prizes and Bonuses

After the closing date for each Promotion, no further entries will be accepted, unless the Company chooses, at its discretion, to extend the closing date.

Unless otherwise specified in the Special Terms, Prize winners will be selected at random from among all eligible entries received, and no more than one Prize per person will be awarded.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by the Company (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The winner is responsible for all Government and local taxes and all other costs and expenses associated with the Prize not specified herein.

All Prizes and Bonuses are non-transferable and non-refundable, cannot be exchanged for cash or any other alternative. However, the Company reserves the right, at its sole discretion, to substitute a non-cash prize with one of comparable or greater value.

Any Bonus given as part of a Promotion can only be used to purchase a bundle or services from the Company.

All participants (including the winners) of any Promotion must comply with any reasonable directions given by the Company in connection with the Promotion. Failure to comply with such directions may result in an invalid entry and/or withdrawal of any Prize or Bonus.

In the event for any reason a Prize winner does not accept the Prize at the time stipulated by the Company, or the winner cannot be contacted within 14 days, the Company may withdraw the Prize and select a replacement winner.

All decisions of the Company related to the Promotion and all distribution of prizes are final.

Winner publicity

The Company may publish the Prize winner's name and winning entry on its official social media accounts, including Twitter, Instagram and Facebook and on its website at tothemoonmobile.com.

Each winner agrees that, by participating in a Promotion, the Company and its respective affiliates may use the winner's name and/or image in any manner and in any medium for its promotional purposes without additional compensation, including posting in a winner's list, except where prohibited by law, and the Company and its respective affiliates may be required to disclose the winner's address to the relevant authorities.

Any personal data relating to any Prize winner and all entrants will be used solely in accordance with UK data protection legislation, and in accordance with our Privacy Policy at www.tothemoonmobile.com/privacy.

Liability

The Company is not responsible for: (a) lost, misdirected, late, or incomplete entries or for inaccurate entry information; (b) any operation or transmission error, theft, unauthorized access to, or alteration of, entries; (c) damage to any computer or device resulting from downloading any materials related to any Promotion; (d) technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by

you or by any of the equipment or programming associated with or utilized in the Promotion; or (e) any human error which may occur in the processing of the entries in any Promotion.

The Company accepts no responsibility or liability for damages, losses or injury resulting from acceptance or use of any Prize.

If any Promotion requires you to visit any third party website, app or social media provider, such locations may contain links to third party websites and/or third party content. Your use of such websites and content is at your own risk. The company is not responsible for any third party websites or content, and provides no warranty or representation in respect thereof.

By entering any Promotion, you agree that the Company and its respective affiliates and agents, and any entity involved in any aspect of the Promotion will, to the maximum extent allowable by applicable law, have no liability, and will be held harmless from and against liability, loss or damage, and any attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a Prize or participation in the Promotion. Nothing in these Terms shall limit the Company's liability in relation to death or personal injury resulting from its gross negligence or wilful misconduct.

In no event shall the Company, its shareholders, directors, officers, employees, representatives or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Promotion, these Terms, on any theory of liability, and whether or not advised of the possibility of damage.

Miscellaneous

The promoter of each Promotion is To The Moon Mobile Limited.

The Company reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Promotion; violates these Terms; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any entry that breaches To The Moon Mobile's Acceptable Use Policy (available at www.tothemoonmobile.com/terms), including any content that is improper, offensive, abusive, defamatory, obscene or menacing, or which is in breach of confidence, copyright, privacy or any other intellectual property or third party rights, is strictly prohibited, and may be edited, deleted or removed at the Company's sole discretion. By posting any content, you accept these terms and conditions, including agreeing to indemnify the Company for any claims, damages or costs we may incur due to your entry breaching our Acceptable Use Policy.

Entry into some Promotions may be subject to verification. Verification means the process of identification of the customer and confirmation of his / her identity, including, through identity documentation (e.g. passport, ID card, driving licence). For the avoidance of doubt, the Company reserves the right to require the submission of further documentation or passing of additional procedures to carry out the Verification. Any information and documents provided to the Company may be shared with the qualified third parties in the course of anti-money laundering and other appropriate checks in order to provide the relevant services and to comply with applicable statutory requirements. Further details on information sharing may be found in <https://www.tothemoonmobile.com/privacy.pdf>

All Promotions are governed by the laws of England and Wales, and any disputes are subject to the exclusive jurisdiction thereof.