

# Magenta Moments Terms & Conditions

T-Mobile Czech Republic a.s., with its registered office at Tomíčková 2144/1, 148 00 Prague 4, Company ID No.: 649 49 681, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3787 (hereinafter referred to as the "Operator")

(hereinafter referred to as the "Terms")

The Terms and Conditions contain the rules for the participation of customers who use any of the Operator's services (hereinafter referred to as the "Participant") in the Magenta Moments customer program (hereinafter referred to as the "Program") operated by the Operator within the My T-Mobile application (hereinafter referred to as the "Application"). The Terms and Conditions further govern the Participant's ability to draw offers, benefits, discounts or experiences, etc., provided by the Operator or its contractual partners from the Programme (hereinafter collectively referred to as the "Benefit"). Participants, as members of the Programme, are entitled to Benefits from the Operator and its contractual partners, all through the Magenta Moments section of the Application (hereinafter referred to as the "Section").

In matters not regulated by these Terms and Conditions, the provisions of the current General Terms and Conditions of T-Mobile Czech Republic a.s. (hereinafter referred to as the "GTC"), the Terms and Conditions for the Processing of Participants' Personal, Identification, Traffic and Location Data and the provisions of the applicable law of the Czech Republic shall be applied accordingly.

The Terms and Conditions are published on the website of the Operator <https://www.t-mobile.cz/info/ke-stazeni#/> and are not a proposal to conclude any contract separately without meeting other conditions.

## 1. Program Magenta Moments

The Programme is intended for any Participant over 13 years of age who legitimately and genuinely uses any of the Operator's services (i.e. a user of the Operator's services, i.e. he may or may not be a party to the Subscriber's Agreement) and has installed the Application. A participant under 18 years of age is required to obtain the consent of his/her legal guardian to register for and participate in the Programme. If the Participant is not a party to the Participant's Agreement, his/her entitlement to use the Operator's services is given by the fact that the Participant's contractual party, by making a specific service available to the Participant, has granted the Participant consent to its use and, at the same time, to the activation of an account within the Application that is linked to the given service, not to the Participant's Consent to the Participant's Agreement.

By registering for the Program, the Participant confirms that he/she meets the eligibility requirements to be a member of the Program set out in the previous paragraph and further acknowledges and agrees that he/she may be excluded from the Program without compensation if he/she does not meet these requirements.

With regard to the fact that the Participant, and thus the Programme, may use the Participant only as a natural person (i.e. regardless of whether the Participant's Agreement, on the basis of which the Participant uses the services for which he/she has an account in the Application, is concluded between the Operator and a consumer or a legal or entrepreneurial natural person), he/she is considered exclusively a consumer within the Programme and participation in it.

Within the Programme, the Participant may draw Benefits according to the current offer of the Operator or its contractual partners specified in the Section or participate in Competitions as defined below.

## 2. Registration for the Program

A condition for registration in the Programme and the possibility of drawing the Benefits is the installation of the Application on the

Participant's mobile device. It is possible to register for the Programme, use it, check the status of your Points and order or activate a Benefit, etc., exclusively through the Application.

Registration for the Program consists of agreeing to these Terms and Conditions.

After agreeing to the Terms and Conditions, granting any consents to the processing of personal data under these Terms and Conditions and subsequent acceptance of the Participant's registration by the Operator, the Participant becomes a member of the Programme.

## 3. Points

Within the Programme, the Participant earns points (so-called "Hearts", hereinafter referred to as "Points") for activities defined in the Section, in the customer profile section (figure icon), e.g. for information communicated or various activities. The Operator defines the types of individual evaluated activities, including their point evaluation, in the Application and is entitled to change them at any time with effect from the date of their publication in the Application.

Subsequently, the Participant will have the opportunity to use these Points to draw the marked Benefits from the current offer of the Operator or to participate in the designated Competitions as defined below.

Earned Points cannot be transferred to another Participant or to another service. In the event that the use of the service within which the Participant was logged in to the Application and thus registered in the Programme is terminated, all Points will be forfeited without compensation. Points are valid for 1 year and are deleted on a monthly basis, always at 12:00 a.m. on the 1st day of the month following the month in which 12 months have elapsed since the Points were credited.

## 4. Advantages

As part of the Programme, the Participant has the opportunity to choose a Benefit from the applicable scope of Benefits specified in the Application, always under the terms and conditions specified for the Benefit at the time of its publication in the Application. For example, the Operator's products or services, discounts on service bills issued by the Operator or on credit top-ups may be offered as a Benefit. The Participant will also have the opportunity to choose from the goods or services of the Operator's contractual partners or from discounts on the purchase of these goods and services. Benefits and Points cannot be redeemed in cash and are not legally enforceable. The benefits provided by the Operator's contractual partners are applied exclusively to this third party, as well as any complaints and other actions related to such purchase of goods or services. The Operator, or the Operator's contractual partner, is entitled to change, cancel or provide another type of Benefit at any time in the form of the Benefit and the methods of its use. If any Benefit (service or goods) proves to be unavailable after it has been ordered, the Operator or the Operator's contractual partner shall inform the Participant of this fact.

The Benefits available in the Programme cannot be combined with other discounts, offers, vouchers, etc. provided to the Participants by the Operator or its contractual partners, except in cases where expressly permitted by the Benefit.

## 5. Competitions

As part of the Programme, the Operator will also organise certain competitions for rewards or other prizes provided by the Operator or its contractual partners (hereinafter referred to as the "Competition"). Each Contest will have its own rules listed within its description in the Program or published on a separate website. Arrangements otherwise modified in the rules of the Contest compared to these Terms and Conditions shall take precedence over these Terms and Conditions.

The Operator is entitled to determine the conditions for participation in each individual Contest, including its point evaluation (conditional participation on the use of a certain number of Points). There is no legal entitlement to participate in the Contest. The Operator is entitled to change the rules of the Contests at any time or to cancel any Contest without compensation.

## 6. Processing of personal and location data

Benefits may be offered to the Participant on the basis of data provided by the Participant or generated by the Operator based on the Participant's participation in the activities of the Program or through the use of the Application. Each Participant may decide whether the Program experience will be more personal to them by adding a nickname, lifestyle, interests, age, gender, location, etc. The

provision of any such information is voluntary and allows the Participant to receive more relevant and personalized Benefits. Additional data provided within the Program may be changed or deleted by the Participant at any time in the Section settings.

On the basis of the personal data provided and the consent to their processing, all Benefits will be communicated to the Participant, in particular, by push notifications within the end device on which the Participant has installed the Application with their account.

Detailed information on data processing within the Programme is provided in Appendix 1 to these Terms and Conditions.

## 7. Termination of participation in the Program

The Participant may terminate his/her participation in the Promotion at any time without the need to give a reason, through the Application and with immediate effect from the date of deactivation of his/her account within the Section. Deactivating your account will make it unavailable, but if you reactivate your account, all settings and accumulated Points will be restored, if they are still valid at that time. The Operator is entitled to terminate the Participant's participation in the Programme, especially if the Participant does not use the Operator's Services.

The Operator reserves the right to terminate the Participant's participation in the Program also if the Participant has not used the Program for more than 6 months, or if there is a suspicion of misuse of the Participant's account or abuse of the Participant's participation in the Program. In such cases, the Participant is not entitled to compensation for any damage caused to the Participant by the non-functionality, unavailability or malfunction of the Application or the Programme.

## 8. Modification of the Terms

The Operator reserves the right to update and change these Terms and Conditions in full at any time or to cancel the entire Program without compensation. The Operator will always inform the Participants about these changes via the Application, or via SMS or email. The Participant is obliged to familiarize himself with the current wording of the Terms and Conditions stated in the Application or on the Website at any time. If the Participant continues to participate in the Programme after any change to the Terms and Conditions, the Participant shall be deemed to have accepted the changes without reservation.

The terms and conditions are valid and effective from 28.8.2023.

## Appendix No. 1 - Conditions for the Processing of Personal Data

The protection of the Participant's personal data is a high priority for the Operator. As a personal data controller, the Operator processes the Participant's personal data provided in accordance with Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR") and Act No. 110/2019 Coll., on the processing of personal data, to the extent necessary for the relevant purpose.

By participating in the Program, the Participant is entitled to benefits from the Operator and/or its contractual partners involved in the Program. In order to make the Benefits available, the Participant must register for the Programme, which is possible exclusively through the Application, and accept these Terms and Conditions (Article 6(1)(b) of the GDPR). By registering for the Program, the Participant acknowledges that for the purposes of their proper participation in the Program, the processing of some of their personal data is necessary.

Benefits are provided, among other things, on the basis of data that is generated through the Participant's activities in the Program and his/her use of the Application. For this purpose, the Operator processes the Participants' personal data in the scope of contact details (user name, telephone number, e-mail address), information about the services used and invoicing data (e.g. for the purpose of providing the Remuneration to the Participant in the form of a discount on billing) as well as other voluntarily provided information (for the purpose of adapting the Benefits). The Participant may thus decide to customize the environment of the Program by indicating his/her nickname, interests, age, choosing his/her preferred lifestyle, salutation, location, or other data that the Participant may have agreed to within the framework of other services used - if the Participant has consented to their processing within the Application. The provision of any such additional information is voluntary. The information provided in this way will allow the Participant to offer more customized Benefits, games, Contests or other activities designed to enhance the Participant's experience of the Program.

The Program may also be used by the Operator to display other Benefits that are relevant to the Participant on the basis of marketing consents granted when ordering other services or products of the Operator. These Benefits are only displayed if the Participant has previously provided the relevant marketing consent. If the Participant does not wish to receive these Benefits, he/she may withdraw his/her consents at any time in the consent management section of the App. The withdrawal of any marketing consent shall not cancel the Participant's membership in the Programme.

Personal data may be changed, updated or deleted by the Participant at any time without the need to delete the entire account or remove the App from the relevant device. In the event that the App is removed from the device, the Participant will have the opportunity to return to their account settings in the App within 12 months and continue in the Program environment.

The Operator processes the Participants' personal data for the duration of their participation in the Programme, but no longer than 12 months after the termination of their participation in the Programme (or from the deletion of the Application or the Participant's account). The termination of the Participant's participation in the Programme shall not affect the fulfilment of the Operator's legal obligations pursuant to Article 6 (1) of the Regulation. 1 lit. c) GDPR.

Benefits can also be provided through a network of affiliates. Such offers are always marked accordingly. Each Benefit contains an affiliate link, e.g. in the form of a cookie with a special code that uniquely identifies the offer and the affiliate partner. Thanks to this, contractual partners can recognize who referred the Participant to their online store and which Benefit they have chosen. The benefit is only provided if the Participant completes the transaction via the link provided in the Program.

By clicking on the Benefit, the Participant is redirected to a third-party website over which the Operator has no influence or control. Detailed terms of use and information on the processing of personal data and its protection on third-party websites are available on these third-party websites.

The operator cooperates with the following affiliate partners:

Tradedoubler (SE) - <https://www.tradedoubler.com/en>

Partnerize (UK) - <https://partnerize.com>

In this case, the purpose of processing personal data is affiliate marketing of Benefits within the Program. The processing is in accordance with Art. 6 Sect. 1 lit. b) GDPR necessary for the performance of a contract. The period of storage of personal data is determined by the contractual partner offering the Benefit.

Within the Program, it is possible to use notifications through so-called "push notifications". By enabling push notifications for the Section, the Participant may be notified of the relevant communication, such as: Welcome - onboarding, expiration of Points, acquisition of Points, expiration of vouchers from Benefits, entitlement to a reward in the Program (e.g. when purchasing a product or service of the Operator that is associated with a reward in the Program), availability of the Benefit within 1 km of the geographic voucher that the Participant has already activated in the Program, joining the invited member of the Programme in games, etc. Push notifications can be disabled at any time in the settings of the device.

In the event that the Participant makes (communicates) login data to the Application (hereinafter referred to as the "Profile ID") to a third party (e.g. another user of the Application on another mobile device), the Participant acknowledges that this third party will have the opportunity to administer (i.e. extend) consents to the processing of personal data under these Terms and Conditions and to change the circumstances of any adaptation of the Benefits, i.e. in the event of a change in the settings on one device within which the Participant is logged in to the Application under the given Profile ID, these changes

will also apply to other devices on which the Participant is logged in to the Application under the same Profile ID. In connection with the processing of his/her personal data, the Participant has the right to:

- a) request information about the categories of data processed, the purposes of the processing, the recipients of the data or the planned retention period (Art. 15 GDPR);
- b) to request the rectification or completion of incorrect or incomplete data (Art. 16 GDPR);
- c) to revoke your consent to processing based on consent at any time with effect for the future (Art. 7 (3) GDPR);
- d) in certain cases, within the scope of Article 17 of the GDPR, to request the erasure of personal data – in particular if the data is no longer necessary for the intended purpose or is processed unlawfully, or if the Participant has withdrawn his/her consent in accordance with point c) above;
- e) to request the restriction of data under certain conditions if deletion is not possible or the erasure obligation is contested (Art. 18 GDPR);
- f) to data portability, where, upon request, you can receive your data provided to the Operator in a common machine-readable format, such as CSV, and, if necessary, transmit them to other parties (Article 20 of the GDPR);
- g) lodge a complaint with the relevant supervisory authority, which is the Office for Personal Data Protection, about the processing of data.

The Operator is entitled to transfer the personal data processed on the basis of these Terms and Conditions to the processors of such data, i.e. to companies that have been entrusted with data processing to the extent stipulated by law, Article 28 of the GDPR (service providers, intermediaries). Even in this case, the Operator remains responsible for the protection of the Participants' personal data. In this context, the operator entrusts processors in particular in the following areas: IT, sales, marketing, finance, consulting, customer service, human resources, logistics, printing. In particular, the Operator may use the following processors to provide the Program:

Loyalty Juggernaut, Inc. (2100 Geng Rd Suite 210, Palo Alto, California 94303, USA) for the purpose of providing personalized offers, and Deutsche Telekom Digital Labs Private Limited (15th Floor, DLF Building Number 9B, DLF Cyber City, DLF Phase 2, Sector 24, Gurugram, Haryana 122002, India) for the purpose of storing data in the cloud, data processing and IT support. Participants' personal data is also disclosed to contractors who independently provide services for them. This is the case in cases where the Participant orders their services from these contractual partners through the Operator or its Application (if the Participant agrees with the partner's involvement or in cases where the partner will be involved on the basis of a legal authorisation). In certain legal cases, the Operator is obliged to transfer certain data to the relevant state authority. If you have any further questions regarding the processing of personal data, you can contact the Data Protection Officer at [privacy@t-mobile.cz](mailto:privacy@t-mobile.cz).

The Participant's personal data is processed in the Czech Republic, other European countries, the USA and India. The processing of this data may take place in countries outside the European Union (so-called third countries), but only to the extent that it is necessary for the provision of the Operator's services (Article 49(1b) of the GDPR). In addition, the Participant's personal data will only be processed in third countries if certain measures ensure an adequate level of data protection (e.g. adequacy decisions by the European Commission or so-called appropriate safeguards, including standard contractual clauses Art. 46 GDPR).

These Privacy Terms provide an overview of the points that apply to the processing of Participants' personal data by the Operator in the Programme. Information about marketing consents is available here in the terms of each service to which those consents relate. For more detailed information on the processing of personal data and rights under the GDPR, the Participant can find the Privacy Policy available at: <https://www.t-mobile.cz/ochrana-udaju/zasady-ochrany-osobnich-udaju>.