

CONSUMER CODE OF PRACTICE

Consumer Code of Practice for Value Added Services (VAS) provider published by Humber International Limited in compliance with Nigerian Communications Commission Consumer Code of Practice Regulations 2007.

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1. INTRODUCTION

Humber International Limited (Humber) is a Value-Added Services (VAS) provider licensed by the Nigerian Communications Commission (NCC) to offer value added services to the telecommunications industry. We enable our customers (through the mobile network operators) to access our SMS based lottery games. Currently access to these service is solely via SMS.

1. **Purpose of the Code:** Nigerian Communications Commission (NCC) has advised all licensed Value-Added Services (VAS) providers in Nigeria to provide a Consumer Code of Practice. This Code of Practice:
 - a) Describes the main services we provide to our customers.
 - b) Explains how to contact us about these services and how you can gain access to play our lottery.
 - c) Explains the customer's rights and obligations.
 - d) Describes what to do if you have a complaint, how we will resolve it, and what can be done if a customer is not satisfied with our response.
2. **Application of the Code:** This Code applies to the provision of Value Added Services to the telecommunications industry based on VAS license obtained by Humber International Limited from the NCC. It has been developed by Humber in line with the established and published NCC's General Code of Practice.
3. **Code Administration:** the Code is administered by Humber in line with guidelines from NCC as well as reviews that are to be agreed and communicated by the Commission based on feedbacks at Consumer Forums that may be set-up by NCC from time to time.
4. **Code Amendment:** Humber may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by the NCC.

2) PROVISION OF INFORMATION TO CONSUMERS

- a. **General:** A customer requires a mobile phone number that is registered with the network Operators in its jurisdiction to play the game. By playing the game, the customer accepts all terms and conditions. Gaming accounts can only be set up by Users who personally register and over the age of 18 years. Not more than one account per customer is permitted. Please note that Humber's services are available throughout Nigeria. However, our services are network dependent and certain services may not be available on all networks.
- b. **Contracts & Duration:** Prior to registering to play the game, every customer is expected to read and accept our terms and conditions which details full terms in which we provide services to our customers. It governs the contractual relationship between us and if any discrepancy exists between the Service Contract and Consumer Code of Practice, the

Service Contract shall take precedence. A copy of our terms and condition of service is available on our website <https://www.mobilottogames.com/tyl/>.

- c. **Description of Services:** currently we run two different lottery games (instant and standard games) on our lottery. For detailed description of our games and how to register and play our games, please send an email to support@mobilottogames.com, customercare@mobilottogames.com, visit our website www.mobilottogames.com/tyl/, text "INFO" or "PLAY" to 33089 shortcode (MTN only).
- d. **Terms & Information:** a copy of our contract terms and condition is available on our website <https://www.mobilottogames.com/tyl/>. It can also be made available upon request.

3). ADVERTISING AND REPRESENTATION OF SERVICES

- a) **Advertising Practitioners Council of Nigeria (APCON):** all marketing materials shall be prepared in line with the standard advertising codes from APCON as well as the Consumer Affairs departments of NCC.
- b) **Availability of Service:** Humber lottery services are not available on all mobile networks for now and as our services are network dependent, services will be restricted to certain areas within Nigeria where mobile network service is available.

4). CONSUMER BILLING

All games played are paid for via credit available on the customer's phone. Once service is requested for, the money is deducted from the balance on the customer's account.

5). CONSUMER OBLIGATIONS

- a) **Acceptance of Licensee Terms:** Consumers shall be bound by Humber's terms of service once service is requested for. By registering to play, you are deemed to have accepted our service terms.
- b) **Acceptance of Service:** Consumers shall not misuse our services. The customers that register hereby guarantee that: They satisfy the conditions for playing the game. They are not acting on behalf of another person. They will not conspire or attempt to conspire or directly or indirectly take part in any plot with any other customer during the course of any game they are playing or intend to play on Humber Lottery games platform. At its sole discretion, Humber hereby reserves the right to declare any play void if it identifies any customer playing illegally or/and bar any customer that defraud or attempt to defraud Humber. In this event no winnings shall be paid out. Humber Lottery also hereby reserves the right to block/delete phone number and registration of any customer at its own discretion without explanation or prejudice.

6). PROTECTION OF CONSUMER INFORMATION:

We know that privacy is very important to our customers, Humber Lottery will safeguard and will be the holder of personal data for administration of the customer's gaming account (including account transactions), to enable the customer to take part in games and for the general administration of transactions between participants. These data will be processed confidentially and will not be disclosed to anybody without the customer's authorisation or court order. The customer is aware of and accepts that the administration processes of Humber Lottery include presentation of a report to the competent authorities on any suspicious signs of breach of these Terms and Conditions.

Humber Lottery has a Privacy Policy that regulates the capture, storage, processing and use of personal data provided by the customer. This policy applies to all services provided by Humber Lottery to the customers, regardless of the communication media on which it has been advertised. In this regard, the customer hereby guarantees that it will comply with the foregoing policy and general conditions.

- a) **General Principles:** When requesting for certain services such as cash out winnings, we may ask customers for information such as name, address, state of residence, date of birth, contact phone numbers, bank account details and email address. We may also request other relevant information about our games that is being played.
- b) **How we use Personal Information:** We use information in the following ways:
 - Charge for games played
 - Deposit of cashed out winnings
 - Publish customer's details in our highly secure directory, provide directory enquiry services or information to the regulator, NCC and other authorized government agencies.
 - Communicate to customer regarding how to play the game and information regarding changes to the games
 - Inform customers of special promos and other marketing activities.
 - Carry out market research and analysis on our current games and future developments.
 - Prevent and detect criminal activities, fraud, misuse of or damage to our network and prosecute and sue those responsible.

- We may provide information (in response to requests from authorised law enforcement agencies) to prevent and detect crime and prosecute offenders. We may also provide information to protect national security. In all cases, we will do so in line with the laws of Federal Republic of Nigeria.
 - c. **How long we keep personal information:** How long we keep personal information depends on how we use that information. In some cases, by law we must keep information for a specified minimum period. Unless specific legal requirements say otherwise, we will keep information no longer than is necessary for the purpose we collected or processed the information.
 - d. **Change to our Privacy Policy:** We may make changes to our Privacy Policy from time to time. Your continuing use of any of our services indicates your agreement to the use of your personal information as set out in this Privacy Policy.
 - e. **Maintaining Data Quality:** Humber employs one of the best instruments available to ensure that customers' information remains secured. All information is transferred using encryption technologies and once saved on the servers this information is kept secured. The web page, SMS system and software of Humber lottery use proprietary methods to maintain the accuracy and privacy of the databases and to protect them from any improper use and/or loss. For any questions concerning data privacy and security, please contact the Customer Service Department.

7). COMPLAINTS HANDLING

- a) **Information to Consumers:** If you are unhappy with our services please contact us and let us know. It is through your feedback that we are able to review and improve the overall service we provide. If you have a complaint, our formal internal complaints procedure is outlined below. We are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. We do try and resolve complaints by telephone and email.
- b) **Fault Process:** Humber lottery operates a customer service desk which is reachable during working hours (9:00am – 5:00pm) Monday- Friday via telephone and outside working hours via e-mail. All Humber Lottery customers can contact the help desk via telephone; +234-703-246-3038 or email:support@mobilottogames.com. Please quote registered phone number on all written complaints, this will enable us process and resolve complaints quickly.
- c) **Resolution Time:** We aim to deal with issues as quickly as possible, mostly within 48hrs. If this is not possible, we will inform you of next cause of action.
- d) **Escalation:** If customers need to escalate a complaint about any aspect of their account or the way their complaint is handled when contacting the technical support or Customer

Service desks. Please escalate in writing, detailing the nature of the complaint to: Cutomercare@mobilottogames.com or info@thehumbergroup.com.

- e) **Contacting you:** when we need to contact you, we will use your e-mail address or mobile phone number. We will contact you to advice on the outcome of an investigation to any complaint which our help desk agents were unable to resolve during the initial telephone call.
- f) **Special Needs:** Humber lottery is aware of its legal and moral obligations to physically challenged customers. We are working on a voice prompt service for our customers with special needs. These services are designed not only to meet the demands of the current regulations, but also to enable us offer the best possible service to those customers.
- g) **Special Literature:** Copies of this code of practice in larger print are available by post from us. Our web developers are also working continually to improve the accessibility of our sites to physically challenged customers.
- h) **Charges:** Complaint handling processes shall be provided free of charge. However, we may impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expense or significant inconvenience. Any such charges shall be identified, communicated and agreed with the customer before we bill for it.
- i) **Action on disputed charges:** When there is an unresolved complaint or billing dispute, the customer shall be obligated to make payment of any outstanding amounts other than the amount that is specifically in dispute. We shall not impose any additional charges in form of credit management or interest while the dispute is being resolved.
- j) **Changes to complain Handling Process:** We shall from time to time and as may be required by NCC review our complaint handling process. Revised and updated information will be posted to our <https://www.mobilottogames.com/tyl/>.

8). CODE COMPLIANCE

- a) **Licensees (Humber's) Responsibility:** Humber takes its responsibility to the code compliance very seriously and recognises the importance of developing and maintaining a good Code that is approved by the commission. The company is committed to an ongoing process of improvement in its operational performance, seeking not only to comply with legal or mandatory requirements but also proactively educate her employees regarding the code compliance and providing the required information to the Commission when needed.
- b) **Compliance Monitoring and Reporting by the Commission:** Humber is in full support and agrees to work with the Commission as well as customers to ensure

that the service it delivers in terms of quality and customer support continues to meet and even exceed developed standards and codes of conduct.

- c) **Consumer Complaints:** All complaints by customers will first be lodged and dealt with Humber in accordance with Clause 7 of this Code. Where a Consumer lodges a complaint with the Commission and does not initially contact us, the Commission will forward the complaint to Humber International Ltd for resolution in accordance with our complaint handling process detailed in this Code.
- d) **Industry Complaints:** Industry complaints are those made by one Licensee against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests against a Licensee.
- e) **Commission Investigation:** The Nigerian Communications Commission (NCC) is empowered by law and is fully responsible for ensuring compliance as well as investigation into complaints or breach of code by either Humber Lottery, her customers or between Humber lottery and other providers.
- f) **Appeals Process:** Where there is a dispute between us that cannot be resolved within 60 days from the first date of lodging the complaint with us, you have the right to refer the matter to the Head, Consumer Affairs department of the Nigerian Communications Commission.
- g) **Confidentiality:** We will treat any information concerning any complaint or compliance in confidence and will not disclose it to anyone except or in accordance with any instructions you have given us. However, there are circumstances in which we may be required by law to disclose information. Such requests normally come from Statutory Authorities, for example, Police Forces, EFCC and Excise etc. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.