

BRAINIAC
TERMS AND CONDITIONS

1. The Organiser of the service

The Services is operated and maintained by Velti, FZ (hereinafter referred to as “the Organizer”), located at Office No. 2003A, P.O. Box 500663 Business Central Towers, Twentieth Floor, Dubai Technology and Media Free Zone, United Arab Emirates.

2. Information regarding the service

All information regarding the “Brainiac” subscription service will be published at <https://oman.ooredoo-brainiac.com>

For help and support regarding the Brainiac subscription service, Ooredoo Oman subscribers can send an email to support@oman.ooredoo-brainiac.com

3. Overview of the service

“Brainiac” is a web app subscription service in which users can play 3 categories of logic-based games (Math, Memory, or Attention). It is designed as a subscription-based service to which customers can register via SMS or the web in order to unlock games. Subscribers earn points for every day that they are successfully subscribed to the service as well as based on their performance in the game. “Brainiac” features a responsive Web-Design, allowing players to participate via their device of choice (e.g. desktop, laptop, tablet, smartphone).

• **Gather points for prizes**

For Daily subscription, the cost is OMR 0.300 (Subject to 5% VAT) (auto renewal service) for which you are awarded:

- 3 Brainiac games
- Points

For One-Time subscription, the cost is OMR 0.300 (Subject to 5% VAT) for which you are awarded:

- 3 Brainiac games
- Points

The Organizer reserves the right to offer more games and points as bonuses on selected occasions and timeframes.

4. Time frame of the service

4.1 The service “Brainiac” will be an ongoing service, starting on 08/01/2024.

4.2 The Organizer reserves the right at its discretion or due to governmental authorities’ decision to end the service at any time. Before the service ends, an announcement will be publicly available on <https://oman.ooredoo-brainiac.com>

5. Acceptance of Terms of Use

5.1. You warrant that you have read the Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) carefully and fully understood them. The terms and conditions are publicly available on <https://oman.ooredoo-brainiac.com>

5.2. By sending an SMS with “WIN”, “ONE” or any approved registration keyword in English or Arabic to 92114, or by clicking the relevant online link “Daily subscription” or “One time subscription” on <https://oman.ooredoo-brainiac.com>, you accept the “Terms and Conditions” of the service and agree to:

5.2.1. Receive SMS communication from the Organiser on your mobile phone, related to the “Brainiac” Subscription Service.

5.2.2. Receive SMS communication/advertising offers from the Organiser or from other companies that cooperate with the Organiser during the “Brainiac” Subscription Service or after the end of it.

5.2.3. Be included into Opt-in programs and Communities created by the Organiser with the data gathered during the “Brainiac” Subscription Service or after the end of it.

5.3. The Organiser reserves the right to make changes to the “Terms and Conditions” at any time. Revised Terms will be publicly available on <https://oman.ooredoo-brainiac.com>. You are expected to check this page from time to time to take notice of any changes. Your continued use of the service after the posting of any change will be deemed as acceptance of the change.

5.4. In the event of a dispute regarding the “Terms and Conditions”, conduct, results, and all other matters relating to the “Brainiac” Subscription service, the decision of the Organiser shall be final, and no correspondence or discussion shall be entered into.

5.5. This agreement between the Organiser and you will remain in full force and effect while the Organiser provides the service (not taking into account temporary suspensions of the service for operational reasons, e.g. for repairs, planned maintenance or upgrades).

6. Participation in the “Brainiac” subscription service

6.1. Eligible to participate in the “Brainiac” subscription service are:

6.1.1. Natural persons (other than persons, who are employed by Ooredoo Oman, or the Organiser, and close relatives and spouses of persons, who are employed by Ooredoo Oman or the Organiser as well as persons who are board members of Ooredoo Oman, or the Organiser, during the time of the “Brainiac” subscription service) who are Ooredoo Oman mobile post-paid or pre-paid customers (hold a valid Ooredoo Oman SIM card) during the period of the “Brainiac” subscription service are eligible to subscribe to the subscription service.

6.1.2. Legal entities who are Ooredoo Oman mobile pre-paid or post-paid customers (hold a valid Ooredoo Oman SIM card) during the period of the “Brainiac” Subscription Service, are also eligible to subscribe to the subscription service. Only an authorized signatory on behalf of the legal entity will be entitled to take receipt of the prize.

6.2. It is assumed that the person or legal entity that uses the Ooredoo Oman SIM card, which has been used to subscribe to the “Brainiac” Subscription Service by sending an SMS with any of the registration keywords in English or Arabic to 92114, or by clicking the relevant online link “Subscribe now” on <https://oman.ooredoo-brainiac.com> is the owner of the SIM card, or an authorized user.

6.3. The Organiser reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any provision of the “Terms and Conditions”.

6.4. The Organiser of the “Brainiac” Subscription Service shall not release personal information about the participants of the service to third persons, unless: i) required to do so by law or ii) to comply with orders or instructions by the applicable governmental entities of the Sultanate of Oman or iii) if the participant has first given his/her consent and iv) in accordance with the present Terms and Conditions.

6.5. The Organiser reserves the right not to enter into written negotiations or otherwise contact with the participants of the “Brainiac” Subscription Service other than in accordance with the present Terms and Conditions or in accordance with the requirements of the current legislation of Sultanate of Oman.

7. Registration, Gameplay and opt-out mechanism

7.1. Registration

SMS Daily Registration

You can register to the “Brainiac” Subscription service by sending an SMS with the keyword “WIN” (or any other approved keyword) in English or “اربح” Arabic to 92114, or by clicking the relevant online link “Daily subscription” on <https://oman.ooredoo-brainiac.com>. Registration is free of charge. Upon successful registration, you will receive one Welcome SMS, explaining you the details of the service (how to access the Web App, how to play, daily costs and how to opt-out). If you do not explicitly opt-out from the “Brainiac” Subscription Service until the end of your free period trial, your billed subscription is OMR 0.300 (Subject to 5% VAT) will automatically start on the 2nd day.

All customers who are registered in the subscription can also increase their points if they wish, by participating in a Trivia Quiz game or by playing online in <https://oman.ooredoo-brainiac.com>.

SMS One time Registration

You can get “One time access” to the “Brainiac” Subscription service by sending an SMS with the keyword “ONE” in English or “واحد” in Arabic to 92114, or by clicking the relevant online link “One time subscription” on <https://oman.ooredoo-brainiac.com>. One time registration is OMR 0.300 (Subject to 5% VAT). Upon successful charge, you will receive one Welcome SMS, explaining you the details of the service (how to access the Web App, how to play, daily costs and how to join daily subscription).

All customers can also increase their points and their “Brainiac” games if they wish, by sending the keyword ONE to 92114 or by playing online in <https://oman.ooredoo-brainiac.com> (3 “Brainiac” games per SMS is OMR 0.300 (Subject to 5% VAT)).

Web - App access

In order to access the Web - App, where you can play games, you need to visit <https://oman.ooredoo-brainiac.com> and login to the Web - App. If you have registered via Web, you can login via the username and password that you have chosen in the last step of your registration process.

If you have registered via SMS, your need to create a Web - App account in order to login. Simply select the “Register” button on the homepage and follow the 2-easy step Web - App account creation process to do so.

Gameplay (<https://oman.ooredoo-brainiac.com>)

In order to play games, you need to visit <https://oman.ooredoo-brainiac.com> and create a Web App account after you have completed your registration via SMS. The games you acquire during your subscription will be accumulated. At any point, you can play your available balance of games. There are 3 different categories of games with 8 mini games within them included in the web app: Math Games (that includes 2 types of mini games), Memory Games (that includes 3 types of mini games) and Attention Games (that includes 3 types of mini games). The user must decide before starting a match, the category in which they wish to play. Either select one specific category or have the system provide a mix of categories.

The customer will be charged OMR 0.300 (Subject to 5% VAT) once per day to play the game. Each day customers will receive 3 games and a daily SMS with educating and interesting content on their mobile. The game also features top-ups of 3, 6 or 10 additional games that can be purchased on the App Store. Upon subscription to the “Brainiac”, the players will receive SMS teasers and questions.

This will give the chance to players to purchase "Brainiac" games and win additional points by playing an SMS Trivia game. Users can reply to the questions in order to increase their points for the prizes. SMS cost for trivia answer SMS is OMR 0.300 (Subject to 5% VAT). Users will also have the option for one time subscription without renewal at the cost of OMR 0.300 (Subject to 5% VAT) per one time shot. One time subscription will have the same daily rewards as the auto renewal subscription (Points for prizes and 3 "Brainiac" games). After registering via SMS, the participant must access the Web Application [<https://oman.ooredoo-brainiac.com>] and complete online registration (Create Account) from any device of his choice, including desktops, tablets, and smartphones, provided there is a valid internet connection in place.

7.2. Opt-out

- 7.2.1. You can opt-out of the "Brainiac" subscription service at any time by sending an SMS with the keyword "STOP" or "UNSUB" in English, or "قف" or "الغاء" in Arabic to 92114 (SMS is free of charge).
- 7.2.2. As an unsubscribed user, you can still access the Web app and play your remaining games.
- 7.2.3. If you send an SMS with one of the subscription keywords in English or in Arabic to 92114, you will be considered re-subscribed to the service.

8. Costs

8.1 For Daily subscription (auto renewal service) a fee of OMR 0.300 (Subject to 5% VAT) per day will be charged, which unlocks 200 points and 3 Brainiac games.

8.2 Cost for One time subscription is OMR 0.300 (Subject to 5% VAT) which unlocks 200 points and 3 Brainiac games

8.3 Subscription charges will be applied as per the current Ooredoo subscription charging policy.

9. Points

The following points will be awarded to you (subject to change as the competition goes on):

- 200 points during your Daily subscription upon successful registration
- 200 points during your One-Time subscription
- 200 points daily as long as you are successfully charged for the service (upon successful daily billing of OMR 0.300 (Subject to 5% VAT)
- 50 or more points for every "Brainiac" game won.
- 50 or more points for leveling up (the higher you level up, the higher the amount of points awarded to you for reaching a new level).

* Additional points for correct answers, and games won, based on game difficulty.

However, every participant of the service can win and accumulate points by answering the SMS trivia questions.

Each correct SMS trivia answer will award 100 points (or more, depending on bonus phases), and each SMS trivia wrong answer will award 20 points.

The Organiser reserves the right to offer more points as bonuses on selected occasions and during specific timeframes.

10. Prizes

Three (3) types of prizes will be awarded to subscribers of the “Brainiac” service:

- **Weekly Prize:** 1 (one) subscriber per week will win OMR 100 in Cash
- **Monthly Prize:** 1 (one) winner per month will win OMR 200 in Cash
- **Grand Prize:** 1 (one) winner will win OMR 1,000 in Cash

10.1. Weekly Prize (Cash)

10.1.1. The winners of the Weekly Prize (Cash) will be determined via a Top Scorer mechanism. The participant having accumulated the highest total amount of points in a weekly period will be declared the winner of the related Weekly prize (a week is defined from Sunday 00:00:00 until Saturday 23.59.59).

10.1.2. 1 (one) winner will be determined for each weekly prize.

10.1.3. No weekly prizes will be awarded during the week that Monthly will be awarded.

10.1.4. The winner of each Cash weekly prize will be awarded OMR 100 in Cash.

10.1.5. The winners will be notified via SMS or via call to their mobile number within 60 (sixty) calendar days after determining them. The name of the winner might be announced on the “Brainiac” Web app page, in newspaper ads, or via SMS to all subscribers of the Subscription Service

10.1.6. One winner can win up to 1 weekly prize per month.

10.2. Monthly Prize (Cash)

10.2.1. The winners of the Monthly Prize (Cash) will be determined via a Top Scorer mechanism. The participant having accumulated the highest total amount of points in a monthly period will be declared the winner of the related Monthly prize (a month is defined from the first day of month at 00:00:00 until the last day of month 23.59.59).

10.2.2. 1 (one) winner will be determined for each monthly prize.

10.2.3. The winner of each Cash monthly prize will be awarded OMR 200 in Cash.

10.2.4. The determination of the winner of the Monthly prize via top scorer will be determined on the 1st week of the following month.

10.2.5. The winners will be notified via SMS or via call to their mobile number within 60 (sixty) calendar days after determining them. The name of the winner might be announced on the “Brainiac” Web app page, in newspaper ads, or via SMS to all subscribers of the Subscription Service.

10.2.6 A participant is eligible to win one Monthly Cash Prize once every three months.

10.3. Grand Prize (Cash)

10.3.1. The Grand Prize will be awarded for Eid Al Adha, on the 14th of June 2025.

10.3.2. The winner of the Grand Prize will be determined via Top Score Mechanism

10.3.3. No Lucky winner i.e. No draws will be conducted for winner selection

10.3.4. There will be 1 winner. The subscriber with the highest number of points since the launch of the service will be the winner.

10.3.5. The winner of the Grand prize will get cash worth OMR 1,000.

10.3.6. The winner will be notified via SMS or via call to their mobile number within 60 (sixty) calendar days after the official results. The name of the winner might be announced on the Brainiac Webapp page, in newspaper ads, or via SMS to all subscribers of the Subscription Service.

10.3.7. The organizer shall be responsible for ensuring that gift distribution (Top Scorer Mechanism) is executed in such a way as to avoid any miss-clarification by the relevant authorities

11. Terms of the Prizes

11.1 The winners will be contacted by the Organiser. The winners must confirm in writing that they are the legal holders of the subscription and that they are entitled to the prize and shall complete all the necessary documents provided by the Organiser. All winners must provide identification documents in order to receive the prizes. Prizes may be received by a representative of the winner by proxy upon written confirmation from the winner.

11.2 If the winner of a prize is under 18, then at the date of delivering the prize, the winner's guardian must appear to collect the prize having his/her ID as well as a certification proving that (s)he is the guardian.

11.3 For each prize only 1 winner would be determined and validated by the regulator's official agent. Winners will be contacted on the spot after the official execution of the contest results). If the winner cannot be reached the Organiser will make further attempts in order to get in contact with him over a period of 7 days following the initial contact. If a player cannot be reached or is refusing the prize, then the Organizer will have to determine another winner. The prize distribution will take place a maximum of 60 days after the official results. if the winner has not claimed his prize over that period, the prize will be collected by the DED in accordance with the laws in place.

11.4 Prizes are not transferable.

11.5 By participating in the Service, the winners agree that any of their data, including names, surnames, photos and video images, can be used by the Organiser for advertising purposes with no prior consent of the winner and free of charge.

12. Costs

12.1 1st day of Daily subscription to the "Brainiac" Subscription Service is free of charge.

12.2 From day 2 onwards, for Daily subscription a fee of OMR 0.300 (Subject to 5% VAT) (autorenewal service) per day will be charged, which unlocks 200 points and 3 "Brainiac" games.

- 12.3 Cost for One time subscription is OMR 0.300 (Subject to 5% VAT) which unlocks 200 points and 3 "Brainiac" games.
- 12.4 Cost for SMS Trivia SMS is OMR 0.300 (Subject to 5% VAT) for correct & wrong answers.
- 12.5 Additional games can be purchased within the Web App:
- Bundle #1: 3 Games for OMR 0.300 (Subject to 5% VAT), which also unlocks 200 points.
- Bundle #2: 6 Games for OMR 0.500 (Subject to 5% VAT), which also unlocks 800 points.
- Bundle #3: 10 Games for OMR 0.750 (Subject to 5% VAT), which unlocks 2,000 points.
- 12.6 Subscription charges will be applied as per current Ooredoo Oman subscription charging policy.

13. Limitation of liability

- 13.1 The organizer reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms. Please check these Terms periodically for changes.
- 13.2 The Organiser accepts no responsibility whatsoever for, including without limitation, any decision of the governmental authorities to prematurely end the service, any error, omission, interruption, defect, delay in operation or transmission, communications line failure when it is not under its direct control and execution.
- 13.3 The Organiser reserves the right to whenever is deemed necessary, temporarily suspend the "Brainiac" Subscription Service for operational reasons (e.g. for repairs, planned maintenance or upgrades). The Organiser promises to restore the "Brainiac" Subscription Service as soon as possible after any temporary suspension period.
- 13.4 The Organiser will organize regular events to distribute the prizes to the winners.
- 13.5 The Organiser advises participants to use caution and common sense when participating in the "Brainiac" Subscription Service at all times.

The Organiser shall not be liable for any failure to fulfil any of its obligations under the present "Terms and Conditions" in so far as such failure is due to Force Majeure. Force Majeure shall mean all events beyond the control of the Organiser, which cannot be reasonably foreseen, or if necessary, cannot be avoided. Force Majeure shall include, but not by way of limitation., war hostilities, invasion, riot, political unrest, civil commotion, government control, lock-outs, fire, flood, storm, or other natural catastrophe. In such circumstances, the Organiser may suspend the "Brainiac" Subscription Service for which event shall promptly notify the participants on the official website of the "Brainiac" ARENA Subscription service at <https://oman.ooredoo-brainiac.com>. The Organiser may extend the duration of the "Brainiac" Subscription Service for the number of days that it was suspended due to Force Majeure issues and award the prizes that were not given during the suspension period.

14 Disclaimer of warranties

- 14.1 Participants understand and agree that they participate in the "Brainiac" Subscription Service at their own risk and willingness and have not been coerced in any manner to enter the "Brainiac" Subscription Service

14.2 The Organiser makes no warranty, implied or express, that any part of the "Brainiac" Subscription Service will be uninterrupted and error-free.

14.3 Neither the Organiser nor any of its directors, employees, agents or suppliers shall accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant participating in the "Brainiac" Subscription Service or as a result of accepting the prizes.

14.4 The Organiser is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the "Brainiac" Subscription Service

14.5 By entering the "Brainiac" Subscription Service, participants agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against the Organiser, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from acceptance or user of any prize, including without limitation, personal injuries, death and property damage.

15 Data protection and Publicity

15.1 Personal data related to voice, image, name or address and any other relevant information will be included in a filing system belonging to the Organiser and can be used for taking part in the "Brainiac" Subscription Service as well as publicity mailing, or other purposes relating to the Organiser's Service, unless otherwise indicated.

15.2 The Organiser will use such data in a confidential manner and participants could exercise the rights of access, rectification, deletion and objection to prior consent for sending publicity through a written communication addressed to the Organiser.

15.3 Participants agree that if they win a prize then their first name and the first letter of their last name will be published for informational purposes only.

16 Governing Law

16.1 In any case that any disagreement arises, participants can present their complaint to the Organiser and the issue will be decided in accordance with the laws of Sultanate of Oman.