

§ 1. GENERAL CONDITIONS OF THE USE OF PROMOTIONAL OFFER

1. The Promoter of the “Play channel Top-ups” offer is VikingCo Poland sp. z o.o. with its registered office and address in: Ul Tęczowa 13/210, 53-601 Wrocław, entered into the Register of Entrepreneurs of the National Court Register, KRS registration number 0000484436, kept by the District Court for Wrocław Fabryczna, 6th Commercial Division of the National Court Register, NIP [tax identification number] 8971793639 and REGON [national business registry number] 022284492, hereinafter referred to as the Operator.

2. This „Play channel Top-ups” Promotional Offer (hereinafter referred to as the „Promotional Offer”) is aimed at all Users, who are using the „Minutes+SMS+Internet” tariff in the Mobile Vikings network.

§ 2. DEFINITIONS

The notions, used in these Regulations state as follows:

Bank – a bank that is the User’s payment services provider, and holds the User’s account or instrument of payment, from which a payment for the Top-up Service, through a transaction service, is made.

Play – the telecommunications entrepreneur, that the Operator buys telecommunication services from by wholesale, which is P4 LLC located in Warsaw, ul. Taśmowa 7, 02-677 Warszawa.

Regulations – these regulations.

Service – the Bank’s online banking service, Internet services or a stationary unit, described in these Regulations, that offer to make a Top-up Service of the account on the Mobile Vikings User’s behalf with the use of the payment intermediary services.

Top-up Service – a service of immediate top-up of a prepaid phone number’s account, described in these Regulations.

User – a natural person, legal person or an organizational unit that does not have a legal personality, with the full legal capacity to act, that has entered into a Telecommunications service agreement with the Operator, making use of the Top-up Services.

§ 3. SUBJECT OF THE REGULATIONS

1. The Operator enables the usage of the Top-up Service, to the Users, to top-up with any amount via Services or the Bank, that offer to carry out the Top-up Service of Play mobile phones.
2. The usage of the Top-up Services is possible via the Services or the Bank, with the use of the available payment tools and in accordance with the rules there specified.

3. In order to make use of the Top-up Service, you need to input a prepaid phone number, that will be topped-up and the top-up amount, and also possibly some additional information required by the Service or the Bank. Once in the Service or at the Bank, please follow (every time) the instructions proper for the top-up of the number active in the Play network.
4. The User may make use of the Top-up Service via the following Services:
 - 1) Internet services, that allow to top-up the account by choosing Play
 - 2) Banks, that offer the service of „Prepaid top-up” for active users of the Internet bank account
 - 3) Stationary units, in which you can carry out a Top-up Service by buying:
 - A top-up scratch card with a 14-digit top-up code
 - A printout from a terminal with a 14-digit top-up code
 - Electronic on-line top-up.
5. Depending on the amount of the Top-up Service input by the User, the top-up of the account via any chosen Service or Bank, described in paragraph no 4, besides adding credits to the account in the amount of the Top-up Service, a Promotional Offer shall be activated in accordance with the table seen below.

Table no 1

Top-up Service amount	Promotional Offer Variant	Packages available in the Promotional Offer	Validity period of the Promotional Offer	Validity period of incoming and outgoing calls	Cellular/landline call cost outside the network (charged from available calling credit)
1-9 PLN	-	-	-	365 days	0,19 PLN/min
10-18 PLN	VIKING 10 STANDARD	Unlimited calls within the network*	14 days	365 days	0,19 PLN/min
		SMS 0,09 PLN MMS 0,50 PLN			
		300 MB LTE			
19-28 PLN	VIKING 19 STANDARD	Unlimited calls within the network*	31 days	365 days	0,19 PLN/min
		Unlimited SMS/MMS			
		2 GB LTE			
>=29 PLN	VIKING 29 STANDARD	Unlimited calls within the network**	31 days	365 days	0,19 PLN/min
		Unlimited SMS/MMS			
		4 GB LTE			

* Unlimited calls to all within the Mobile Vikings network, Play and operators affiliated with the Play network: Red Bull Mobile, Virgin Mobile, Netia Mobile, Izzi, Inea, Fakt Mobile.

** After the validity period of the SIM card is up, the available calling credits are cleared, a 30-day block for outgoing calls is put into effect, after this time an another 30-day block, this time for both outgoing and incoming calls, is put into effect. During these periods, it is possible to keep your number, but only after making a top-up extending the validity period of the SIM card.

Table no 2. General terms and conditions after the Promotional Offer packages expire

Promotional Offer Variant	VIKING 10 STANDARD	VIKING 19 STANDARD	VIKING 29 STANDARD
Internet 4G LTE	Free with a limited data transfer speed*	Free with a limited data transfer speed *	Free with a limited data transfer speed *
SMS	0,09 PLN	0,09 PLN	0,09 PLN
MMS	0,50 PLN	0,50 PLN	0,50 PLN
Calling cost (charged from available calling credit)	0,19 PLN/min	0,19 PLN/min	0,19 PLN/min

* Maximum speed of data transfer is up to 32 kb/s..

6. The details of the Promotional Offer variants, mentioned in table no 1, are described in the Regulations of the Viking Standard Promotional Offer, which are available on the Operator's website.

§ 4. EXTENT OF LIABILITY OF THE OPERATOR

1. The Operator does not take responsibility for the after-effects of the User's giving an invalid phone number at a Service or at a Bank.
2. The Top-up of the account via Services or a Bank, follows the rules there specified. A User of the Services or the Bank accepts the regulations and general conditions of service provision there specified.

§ 5. ADDITIONAL INFORMATION

1. Under this Promotional Offer the User shall:
 - a) not direct traffic from other telecommunication networks without the consent of the Telecommunications Network Operator or networks of other telecommunications companies by means of any telecommunication devices using the SIM/USIM Cards received by the User
 - b) not use, without the consent of the Operator, any devices that enable the access to the Telecommunications Network or the connections via terminal equipment intended for connection to the fixed network or operate on a similar basis, in which SIM/USIM Cards operating in the Telecommunication Network are used
 - c) not generate artificial traffic for the exchange of information
 - d) not use SIM/USIM card for telemetry purposes and
 - e) not use the SIM/USIM Card for the traffic generated by machine, in particular "machine-to-machine" and "machine-to-user" traffic type
 - f) not use the SIM Card to generate traffic, which is a Denial of Service attack
 - g) not use the SIM/USIM Cards without P4 consent, to initiate the traffic/ involving the mass calls making, particularly in the case of automatic calls distribution or automatic interactive called number service, or in the case of telecommunication and information systems integration for this type of traffic or when using the cards in direct marketing (the prohibition applies to the User acting as an entrepreneur or on behalf of another entrepreneur)

- h) not use the SIM/USIM Card for the mass mailing of information (SMS or MMS) intended directly or indirectly to promote goods, services or image of the User or another entity, or in some other way of achieving any commercial effects (the prohibition applies to the User acting as an entrepreneur or on behalf of another entrepreneur)
2. In the event of a breach of the provisions laid down in Section 16 points a. to h. of this Promotional Offer by the User, the Operator may suspend the provision of Services.
3. The User may not make calls that are further directed using any technology, particularly POTS technology (conventional telephone line analogy and VOiP (Voice over Internet Protocol) data transmission) under the Promotional Offer.
4. The use of the Promotion shall not preclude the possibility of use of other Promotional Offers offered by Mobile Vikings Polska, unless Regulations of those Offers provide otherwise.
5. In matters not regulated hereby, the provisions of the Price List, the Mobile Offer of Vikings Polska and the Regulations of Telecommunications Services shall apply.
6. In case of discrepancies between the provisions hereof and the provisions of the documents listed in Sections 7 of this Promotional Offer, the provisions of the Regulations of this service shall prevail.
7. All words and phrases capitalized herein shall be construed in accordance with their definitions provided for in the Price List or the Telecommunications Services Regulations.
8. In matters not covered hereby the provisions of the documents specified in Section 9 above shall apply.
9. The Operator reserves the right to amend the Regulations, or to cancel them at any time without giving any reason, provided that that amendment or cancellation of the Regulations does not affect the rights and obligations previously acquired by the User, meaning that on the date of cancellation the User will be able to use the unlimited calls package for mobiles and/or landlines calls, provided that the period of its validity has not expired, however he/she will not be able to activate the Promotional Offer described in the Regulations.
10. The information about amendment or cancellation of the Regulations is available at www.mobilevikings.pl or otherwise made public.