

Dhiraagu “Win a Speedboat” Promotion Terms & Conditions

1. INTRODUCTION

- 1.1. The “Win a Speedboat” Promotion (the “Promotion”) is organised by Dhiraagu and offers our customers a chance to win exciting Monthly Prizes and the Mega Prize (collectively the “Prizes”). This is an independent Promotion by Dhiraagu. Dhiraagu is not affiliated with, nor does it endorse, any brands associated with the Prizes given to the winners.
- 1.2. By participating in this Promotion, participants agree and confirm to be bound by these terms and conditions and any future updates.

2. DEFINITIONS

- 2.1. In this Agreement:

“Agreement”	refers to (a) these terms and conditions (the “Terms”); and (b) the General Terms and Conditions for the Provision of our Services available on our website www.dhiraagu.com.my (“General T&Cs”).
“DHIRAAGU”	means Dhivehi Raajjeyge Gulhun Plc (C-0024/1988) with registered address at Dhiraagu Head Office, Ameenee Magu, PO BOX 2082, Male’ 20403, Republic of Maldives and “we”, “our” or “us” also refers to Dhiraagu.
“Draw Date”	means the date on which the winners of the Prizes are selected. Dhiraagu may change these dates at its discretion and will publish the new draw date on its website.
“Early Bird Offer Period”	means the period from the Launch Date of the Promotion till 31 st October 2024.
“Eligible Service Numbers”	means the service numbers active with Eligible Packages.
“Eligible Packages”	means the Dhiraagu packages provided in clause 4.2.
“Launch Date”	means the date of announcement of the Promotion, i.e., 16 th September 2024.
“You”, “Your” and “customer”	means a person who registers in the Promotion, subscribes to any Eligible Packages including anyone we reasonably believe is acting with Your authority or knowledge and is residing at the current address or permanent address provided at the time of the registration process.
“Monthly Prize”	means the any of the prizes mentioned in clause 8.1a) awarded on a monthly basis during the Promotion Period to the customers enrolled in the Promotion.
“Mega Prize”	means Al Shaali Marine Magellan 32 series boat with two Yamaha 175 horsepower engines, standard navigation and compass installed and ready for use.
“Mega Prize Draw Time”	means the time when the winner for Mega Prize is selected.
“Mega Prize Draw Date”	means the date as announced by Dhiraagu on its website on which Mega Prize winner will be selected.
“Promotion”	means “Win a Speedboat” Promotion under which Dhiraagu customers on Eligible Packages can register for a chance to win Monthly Prizes and the Mega Prize subject to these Terms.

3. AGREEMENT TO TERMS

- 3.1. By clicking to accept or agree to these Terms, You are indicating Your electronic signature, legally binding You to these Terms and any future updates. This electronic acceptance is legally equivalent to a wet ink signature in accordance with the Electronic Transactions Act (Law No: 2/2022).
- 3.2. You confirm that You accept these Terms by clicking the acceptance button. If You do not agree to these Terms, do not register to participate in the Promotion.

4. ELIGIBILITY

- 4.1. The Promotion is open to Dhiraagu customers on Eligible Packages who are residents of the Maldives and aged 18 years or older.
- 4.2. To be eligible for the Promotion, Your service number must be active on one of the following Eligible Packages on the Draw Date:
 - a) For Monthly Prize:
 - All mobile Prepaid, mobile Postpaid, and Fibre Broadband packages.
 - b) For Mega Prize:
 - Mobile Postpaid 400 and above with a monthly bill of MVR 432 (including GST) or more.
 - Amilla Postpaid 400 and above, if Your average bill is greater than or equal to MVR 432 (including GST) every month.
 - Dhiraagu Fibre Broadband-Fibre 30M Basic package or any Fibre Broadband package with a monthly bill of MVR 853.20 (including GST) or more.
 - Mobile Prepaid recharge of MVR 400 or more per month per service number.
- 4.3. You may upgrade Your Eligible package to a higher package during the Promotion Period. Upgrading Your package does not disqualify You from the Promotion.
- 4.4. To qualify for the Mega Prize, You must remain enrolled in an Eligible Package until the Mega Prize Draw Time, without downgrading to a non-eligible package. Downgrades will not disqualify You from the Monthly Prize.
- 4.5. You may enrol multiple Eligible Service Numbers active and registered under You to the Promotion. Each such entry will be treated as an individual entry to the Promotion.
- 4.6. The following customers are not eligible to participate in this Promotion:
 - (a) Legal entities including sole proprietors;
 - (b) Board members and employees of Dhiraagu and its subsidiaries, and their immediate family members;
 - (c) Customer whose services are sponsored under Dhiraagu's staff touch scheme; or
 - (d) Suppliers and auditors of Dhiraagu who are directly involved in the Promotion.

5. PROMOTION PERIOD

- 5.1. The Promotion begins on 16th September 2024 and ends on 31st January 2025.
- 5.2. All entries must be received by 23:59 on 15th December 2024 ("**Deadline**"). Late entries will not be accepted.
- 5.3. The duration may be changed or extended at Dhiraagu's sole discretion, and we will publish any updates on our website.

6. PARTICIPATION

- 6.1. To participate in the Promotion, You must complete an online enrolment form available at <winaboat.dhiraagu.com.mv> (the "Portal").
- 6.2. Each service number enrolled in an Eligible Package before the Early Bird Offer Period will receive double entry into the Promotion. After the Early Bird Offer Period each enrolment will receive one entry into the Promotion.
- 6.3. If You wish to opt out from the Promotion, please Email 123@dhiraagu.com.mv from Your registered email account.

7. TERMINATION AND DISQUALIFICATION

- 7.1. Dhiraagu reserves the right to terminate the Promotion or disqualify participants if it deems necessary due to fraudulent activities or other violations of these Terms.
- 7.2. Your entry in the draw may be disqualified if any of the following occur before the Draw Date:

- (a) The service number is terminated for any reason;
 - (b) Ownership of the service number entered in the draw is transferred to another party;
 - (c) You provide false or fraudulent information;
 - (d) Your registered identification details are not verifiable by Dhiraagu;
 - (e) Your information is incorrect, incomplete, or not up to date, and you fail to correct such information prior to the Draw Date;
 - (f) For the Mega Prize, the service number is changed or downgraded to a non-Eligible Package before the Mega Prize Draw Time; or
 - (g) Your unauthorised or unlawful use of the Portal or Promotion is suspected
- 7.3. If You rectify any breach or the reason for disqualification no longer applies, You may again register to participate in the Promotion before the Deadline.
- 7.4. Dhiraagu may terminate this Agreement by providing a notice of 30 (thirty) days for convenience, or immediately if a required permit or license by us is refused, withdrawn or terminated and/or if any authorities require us to suspend the Promotion.
- 7.5. Rights accrued before termination are not affected.

8. PRIZE

8.1. Prizes for the Promotion includes the below:

a) Monthly Prize:

- GoPro Hero 12.
- Sunnto D5 Watch.
- DGI Mini 2 SE Fly More Combo.
- A fishing gear set which includes casting rod (with bag), spinning reel with braid spool, leader line roll, split ring pliers, lure box, lures (5 Jigs, 5 stick bait and 2 popper) and pair of gloves.

b) Mega Prize:

- Al Shaali Marine Magellan 32 series boat with two Yamaha 175 horsepower engines, standard navigation and compass installed and ready for use.

- 8.2. You agree that the Prizes offered in this Promotion are subject to all applicable terms and conditions of the manufacturer. If You win and accept the Prize, You agree to be bound by these terms. Dhiraagu is not responsible for any breaches of the manufacturer's terms after the Prize is awarded.
- 8.3. Prizes are non-transferable and cannot be exchanged for cash or other items.
- 8.4. Dhiraagu reserves the right to substitute any Prize with another of similar value without prior notice.
- 8.5. Prizes are awarded on an "as-is" basis, without warranties of any kind, express or implied. This includes, but is not limited to, implied warranties of type, model, colour, merchantability, or fitness for a particular purpose. You agree to waive any claims against Dhiraagu relating to the quality or standard of the Prize.
- 8.6. The Prize does not include any additional charges, fees, or accessories required for its use, change of ownership, or registration. Dhiraagu does not warrant the provision of any additional benefits or services offered by the manufacturer.

9. DRAW PROCESS

- 9.1. The draw for both Monthly Prize and Mega Prize will be conducted by random selection. The service numbers entered will be used as unique identifiers for the draw. Winners will be selected at random using a computerised system.
- 9.2. Submissions that do not meet the eligibility conditions under Section 4 will not be included, and service numbers under Section 7 will be disqualified.
- 9.3. The draw will be supervised by an external auditor.
- 9.4. The Winner of the Monthly Prize will be selected and awarded in the following month.
- 9.5. The results of the draw are final and binding, and no correspondence or claim will be entertained regarding the draw outcome.

10. WINNER NOTIFICATION

- 10.1. Winners will be notified via phone call, email, SMS. Details will also be announced after the draw and published on Dhiraagu's website and/or official social media accounts.
- 10.2. Dhiraagu will make every effort to handover the Prizes to the winner as soon as possible after the draw.
- 10.3. The Prize will be handed over to the winner after proper identification and due acknowledgement from the participant, or a duly authorised representative. The winner must provide reasonable identification documents (e.g., valid National Identity Card, Passport, or Work Permit). If an authorised representative is appointed, they must present all necessary documents as requested by Dhiraagu.
- 10.4. Dhiraagu will make reasonable attempts to contact the winner through the registered service number.
- 10.5. Winners must claim and collect their Prizes within 14 (fourteen) days from the date they are contacted at the location and time as informed by Dhiraagu.
- 10.6. If Dhiraagu cannot contact or verify the winner within 3 (three) working days, or if the winner fails to comply with Section 10.4 and does not claim their prize within the stipulated period, Dhiraagu reserves the right to forfeit the prize and award it to an alternate winner pre-selected at the time of the draw, conduct a new draw to determine a new winner, or donate the Prize to a charity if the winner cannot be contacted or verified.
- 10.7. By the Mega Prize Draw Date, customers must clear all outstanding bills up to January 2025 to be Eligible to claim the Mega Prize. If there are outstanding bills, Dhiraagu will follow the procedure in Section 10.6 to select an alternate winner.
- 10.8. If the winner is deceased, Dhiraagu will present Prizes to the legal heirs as determined by a court of law.
- 10.9. If the Monthly Prize cannot be awarded for any reason, Dhiraagu may, at its discretion, either: (i) offer a cash prize of MVR 10,000 (Maldivian Rufiyaa Ten Thousand) to the winner; or (ii) offer an alternative prize.
- 10.10. If the Mega Prize cannot be awarded for any reason whatsoever, Dhiraagu will offer a cash prize of MVR 1,000,000 (Maldivian Rufiyaa One Million) to the winner.
- 10.11. For the Mega Prize, the winner is responsible for all transportation, docking, ownership registration, and other requirements in accordance with the applicable laws of the Maldives. The winner must pay all fees and taxes for transport, docking and registration or transfer of ownership of the Mega Prize, including any delay charges and fines payable to the manufacturer or relevant authorities. Dhiraagu is not responsible for these actions or requirements.

11. PERSONAL DATA

- 11.1. By participating in the Promotion, participants consent to Dhiraagu collecting, using, and disclosing their personal data for the purposes of administering the Promotion and any related publicity.
- 11.2. We may retain Your personal data for providing Services and legal obligations.
- 11.3. You consent to our use of Your information for lawful purposes, including service provision, billing, and marketing

12. PUBLICITY

- 12.1. Dhiraagu reserves the right to use the names, likenesses, and images of the winners for publicity purposes without further compensation or notice.
- 12.2. Participants may be required to participate in promotional activities, including interviews, photography, and media coverage, as part of the Promotion.

13. LIABILITY AND INDEMNITY

- 13.1. Dhiraagu, its affiliates, and partners shall not be liable for any loss, damage, or injury arising from participation in the Promotion or the acceptance of any of the Prizes offered.
- 13.2. Dhiraagu is not responsible for any technical issues, malfunctions, or errors that may occur during the Promotion and does not accept any liability related to the Promotion, use of the Portal, or any other liabilities arising under these Terms, except for liability which cannot be excluded as explicitly stated by law.
- 13.3. Dhiraagu's obligation is limited to handing over the Mega Prize to the winner. We bear no liability for the registration of ownership or any other compliance requirements under Maldivian law.
- 13.4. Our liability for any other claims, damages or losses, excluding for the circumstances or events mentioned in section 13.2, is limited to MVR 15,000 (Maldivian Rufiyaa Fifteen Thousand) under this Agreement.
- 13.5. You agree to indemnify and defend Dhiraagu against any costs or claims arising from Your participation in the Promotion, use of the Portal or our services, including legal expenses. This indemnity survives the termination of this Agreement.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. The Portal, along with its original content, features, and functionality, is the exclusive property of Dhiraagu and its licensors.
- 14.2. You are strictly prohibited from disassembling, decompiling, creating derivative works, reverse engineering, modifying, sublicensing, reproducing, copying, distributing, or using the Portal for any purposes.
- 14.3. Breaches of this clause may infringe third-party copyrights, and You are responsible for any claims against us resulting from such infringements caused by You or others using the Portal.

15. RESOLVING DISPUTES AND COMPLAINTS

- 15.1. For complaints or disputes, please contact 123 or email to 123@dhiraagu.com.mv.
- 15.2. Disputes will be resolved through conciliation and negotiation, and if unresolved, will be referred to the courts with appropriate jurisdiction in the Maldives.

16. MISCELLANEOUS PROVISIONS

- 16.1. Our decisions regarding any aspect of this Promotion are final and binding, and no further correspondence, requests or claims will be entertained in this regard.
- 16.2. This Agreement and referenced documents represent the entire agreement and replace all previous agreements.
- 16.3. Maldivian laws apply to this Agreement. If any part of this Agreement is illegal or invalid, it does not affect the rest of the Agreement.
- 16.4. Claims related to the Promotion must be made individually, not as a class action, and class action rights are waived.
- 16.5. We are not responsible for delays or failures due to circumstances beyond our control.
- 16.6. You cannot transfer Your rights or obligations under this Agreement without our written consent. We can assign our rights and obligations to another provider.
- 16.7. Failing to enforce any right does not waive that right or any other rights.
- 16.8. Any notice or communication regarding the Promotion will be deemed validly given when sent to the contact details provided by the participant. Notices must be in writing and delivered by hand, post, or electronic means. Notices are considered served on the date of delivery, or ten (10) days after posting or, if delivered electronically, on the date the electronic communication was sent or posted.