

§ 1. GENERAL CONDITIONS OF THE USE OF PROMOTIONAL OFFER

1. The Promoter of the “Unlimited MMS” 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 Promotional “Unlimited MMS” Offer (hereinafter referred to as the “Promotion”) is addressed to all Users using “Minutes+SMS+Internet” tariff of Mobile Vikings.

§ 2. SUBJECT-MATTER OF THE PROMOTION

3. Follow the instructions described in the following Sections to benefit from the Promotion.

4. Using the Promotion constitutes acceptance of these Regulations.

5. This Promotional Offer is addressed to all Users of the Standard (Viking 19, Viking 29) and the No Limit (Viking 24 No Limit, Viking 29 No Limit) tariff, and consists in introducing in the currently existing offers and the aforementioned top-ups the option to exchange the SMS to MMS in a 1:1 scale. The maximum size of a single MMS is 300KB. In this case, when sending an MMS data transfer cost is included in the price of the message.

6. As part of the Promotional Offer, the Users are given an unlimited SMS package (that can be exchanged for MMS) for a period of 31 days, that can be used to send SMS/MMS messages from Mobile Vikings to each and every mobile services provider in Poland with the use of the Operator’s APN Internet settings. The Promotion is not active while using international roaming.

7. Details of the Promotional Offer:

Promotional Offer option	Price	Promotional Offer	Period of validity of the Promotional Offer	SMS cost after the period of validity of the package ends (subtracted from the available calling credit)	MMS cost after the period of validity of the package ends (subtracted from the available calling credit)
STANDARD	VIKING 19	Unlimited SMS/MMS	31 days	0,09 PLN	0,50 PLN
	VIKING 29	Unlimited SMS/MMS	31 days	0,09 PLN	0,50 PLN
NO LIMIT	VIKING 24	Unlimited SMS/MMS	31 days	0,09 PLN	0,50 PLN
	VIKING 29	Unlimited SMS/MMS	31 days	0,09 PLN	0,50 PLN

Table no. 1

8. The conditions for activating the Promotional Offer include:
 - a) having the Internet User Account at www.mobilevikings.pl or through an app
 - b) having an active SIM card at 'Minutes+SMS+Internet' tariff
 - c) having an active SMS package from a top-up included in the Promotion on the day of the Promotion's introduction, or making a top-up with one of the aforementioned top-ups during the Promotion's period of validity.
9. Follow the instructions described in the following Sections to benefit from the Promotional Offer:
 - a) log into the Internet User Account at the following website www.mobilevikings.pl
 - b) select the chosen option of the Promotional Offer
 - c) make payment for the chosen option of the Promotional Offer by selecting one of the available payment methods.
10. A person who wants to benefit from the Promotional Offer, and has not yet used the Mobile Vikings services, should purchase a new SIM card, or transfer his/her previous phone number to Mobile Vikings by following the steps listed below:
 - a) go to www.mobilevikings.pl
 - b) select the Promotional Offer
 - c) enter data and address for shipping the card
 - d) make a payment
 - e) activate the SIM card.
11. As shown in pts.8-10 the User may activate only one Promotional Offer.

However, the User may make as many Top-ups from different options as he/she wishes. The period of validity of unlimited SMS/MMS does not add up after making a series of top-ups during this Promotion. The period of validity of the SMS/MMS package is 31 days, each top-up renews this period for 31 days from the moment a top-up with the Promotional Offer was made.

12. After the end of the period of validity of the packages shown in table no. 1, calls, SMS and MMS are charged in accordance with the Price List.
13. The Promotional Offer cannot be deactivated during its duration.
14. To activate the Promotional Offer again, the User needs to repeat the action from point 9. Of course this needs to be done after the period of validity has ended.
15. The status of the Promotional Offer can be checked on the Internet User Account in the „My SIM cards” bookmark, or after putting in a short USSD *103# code.

§ 3. ADDITIONAL INFORMATION

16. All prices indicated in these Regulations are in Polish zloty (PLN) and include VAT, unless otherwise specified.
17. 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 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
 - c) not generate artificial traffic for the exchange of information
 - d) not use SIM/USIM card for telemetry
 - 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)
18. In the event of a breach of the provisions laid down in Section 18 points a. to h. of this Promotional Offer by the User, the Operator may suspend the provision of Services.
19. 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.
20. 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.
21. In case of discrepancies between the provisions hereof and the provisions of the aforementioned documents, the provisions of the Regulations of this service shall prevail.

22. 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.
23. In matters not covered hereby the provisions of the documents specified in Section 21 above shall apply.
24. 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 SMS/MMS package, 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.
25. The information about amendment or cancellation of the Regulations is available at www.mobilevikings.pl or otherwise made public.

