

LEGAL NOTES

POSTCARD SENDER APPLICATION

On behalf of Magyar Telekom Nyrt. (1013 Budapest, Krisztina krt. 55., Company registry number. 01-10-041928) as Organizer and Data Handler, Isobar Budapest Zrt. (1027 Budapest, Kacska u. 15-23.) operates the application as Data Processor. Users are allowed to use the Application only for the purpose of and in accordance with the provisions detailed herein. Users of the application can send electronic postcards with the Postcard Sender Application between 11th December, 2017 and 1st January, 2018 to persons who possess an email address.

By means of the application, Magyar Telekom Nyrt. shall donate 100 HUF, that is one-hundred Hungarian Forints to the Autistic Art – Mosoly Otthon Közhasznú Alapítvány (1123 Budapest, Alkotás utca 50. A. 6.) after every postcard sent between 11th December, 2017 00:00 and 1st January, 2018 23:59. Regardless of the number of recipients, sending the same postcard to multiple recipients at one time is regarded as single postcard sending; and the total of the amounts donated by Magyar Telekom Nyrt. is increased by 100 HUF, that is one-hundred Hungarian Forints, accordingly.

By using the application, users understand and confirm that either Magyar Telekom Nyrt. or Isobar Budapest Zrt. shall not examine if the personal data (e.g. email address) have been rightfully and legitimately provided by the user. Users of the application explicitly confirm that they own all rights and possess all consents granted by the concerned persons to provide their respective personal data, and therefore users shall solely defend, held harmless and fully indemnify Telekom Nyrt. or Isobar Budapest Zrt. for all claims lodged by Third Parties in connection with personal data provided by the user. Furthermore, users guarantee that the recipients have given their consent to receiving the electronic postcard(s).

The Application is not moderated; therefore the User is solely responsible for the content of the message text he/she composes in the Application, including all contents that may violate any law or regulation. Magyar Telekom Nyrt. and Isobar Budapest Zrt. do not bear or accept any responsibility for the message contents. If any Third Person for any reason – especially in connection with damages that may emerge from the postcard sending or the content of a message – tries to lodge a claim against Magyar Telekom Nyrt. and Isobar Budapest Zrt., the User shall defend, held harmless and fully indemnify Telekom Nyrt. or Isobar Budapest Zrt. for such claims.

The use of the Postcard Sender Application is voluntary and free of charge. However, the related data traffic charges must be borne by the sender as specified in the price plan of the sender's internet provider. Magyar Telekom Nyrt. and Isobar Zrt. will do their best to forward the messages sent in the application to the recipient; nevertheless the Organizer and the Data Processor shall not take any responsibility for delivery failures (e. g. because of inaccurate or incomplete address data or any error in the service provider's network, etc.). Magyar Telekom Nyrt. and Isobar Budapest Zrt. shall exclude any liability for damages that may emerge from any use of the application or delivery failures, respectively.

The sender and/or recipient of the postcard do not need to have a subscription at Magyar Telekom Nyrt. as a precondition to using the Postcard Sender Application.

By using the application, the sender gives his/her explicit consent that the name he/she provides, the recipient's name, the sender's and the recipient's email address, and the message text will be recorded in the application database for the duration of the operation, till 1st January, 2018 at the longest. During the course of the Postcard Sender Application till 1st January, 2018 only the application operators with appropriate authorizations and passwords can access the database. The persons concerned may

request the deletion of the stored data, and the data will be deleted accordingly, or automatically on the Postcard Sender Application closure on 1st January, 2018 at the latest. The persons concerned may send their request for deletion to the email address karacsony.telekom@isobarbudapest.com.

The Postcard Sender Application must not be used for sending bulk messages or forwarding unsolicited emails. In case of any malpractice or inappropriate usage of the application, Magyar Telekom Nyrt. or on its behalf Isobar Budapest Zrt. has the right to exclude the sender of the message and the respective email address from the application. Magyar Telekom Nyrt. and Isobar Budapest Zrt. shall decide in their sole discretion if the given use is considered as malpractice or inappropriate usage; nevertheless any intervention into the application, as well as sending unsolicited advertisement materials or bulk messages with the application is primarily considered as inappropriate use.

Messages sent by such users or from email addresses that have been excluded from the application will be disregarded when calculating the amount to be donated to the Autistic Art – Mosoly Otthon Közhasznú Alapítvány.

By sending an email message to the email address karacsony.telekom@isobarbudapest.com any person may request that the email address from which the request is sent will be blocked for the Postcard Sender Application. In this case, no more messages can be sent from the Postcard Sender Application to the given email address.

The Organizer reserves the right to modify, suspend, or cancel the application.

By using the application, users confirm that they have previously studied and are fully aware of the provisions herein and express their agreement in this respect. Using the application shall equal to the obligation to observe and comply with the provisions herein.

DONATING WITH HASHTAG

The Organizer of the activity (hereinafter referred to as „Activity”) is Magyar Telekom Nyrt. (Address: 1013 Budapest, Krisztina krt. 55.) (hereinafter referred to as „**Organizer**”).

The Operator of the Activity is Isobar Budapest Zrt. (Seat: 1027 Budapest, Kacska utca 15-23.) (hereinafter referred to as „**Operator**”).

The Organizer launches an activity (hereinafter referred to as „**Activity**”) on the Telekom HU Instagram site (https://instagram.com/telekom_hu/) where followers can upload photos of their home-made cookies to their own Instagram public profile, as well as express their wish to participate in the Activity by using the #mindenkibelead hashtag under the uploaded images.

Participation in the Activity is voluntary and free of charge.

The full duration of the Activity is between 11th December, 2017 and 1st January, 2018.

Course of the Activity:

In order to participate in the Activity, participants must upload their images (that are taken of their home-made cookies, in accordance with the provisions of the present terms of participation) marked with the hashtag #mindenkibelead to their own Instagram public profile, as set forth in the provisions herein.

The Organizer shall grant support to a public benefit foundation based on the scores as of 1st January, 2018 of the uploaded images (1 photo = 100 HUF) that are marked with the #mindenkibelead hashtag, and fully comply with the provisions herein. The Organizer will transfer the amount established on the basis of the scores as of 1st January, 2018 of the #mindenkibelead hashtagged photos to the Mosoly Otthon Közhasznú Alapítvány (seat: 1123 Budapest, Alkotás u. 50. A/6.). The cookie data on instagram <https://www.instagram.com/explore/tags/mindenkiyelead/?hl=hu> as of 1st January, 2018 will establish the final score.

For participation in the Activity, users are allowed to upload the same photo/image only once. Users may participate in the Activity by uploading minimum 1 (but maximum 5 a day) image content (marked with the hashtag #mindenkibelead) for public viewing on Instagram.

1. Terms of Participation and Course of the Activity

Every natural person may participate in the Activity without limitations.

By participating in the Activity – i. e. by publishing the photo of a home-made cookie marked with the hashtag #mindenkibelead – participants confirm that they are fully aware of the provisions herein and express their agreement in this respect. Participation in the Activity shall equal to the obligation to observe and comply with the provisions herein.

The Organizer reserves the right to screen all submitted photos based on technical and content-related guidelines. The Organizer reserves the right to reject the upload or delete the photo if it does not comply with the terms of participation, any law or regulation, or ethic norms etc.; or if it is defamatory or offensive for any third party, or it violates any other third party’s right or legitimate interest, or it is offensive for any third party’s religion, denomination or ethnicity; or if it interferes with or violates any ethic or moral norm, Magyar Telekom Nyrt’s commercial interests and reputation, or any provision contained herein. By uploading a photo to the Activity, users shall grant the Organizer the right to use

the photos without any geographical, time and quantity limits, along with the right to transfer the above rights to a third party without remuneration.

With respect to the uploaded photos, the Participant declares and guarantees that as the creator of the cookie and the uploaded photo of the cookie, he/she owns the exclusive rights of use. The Participant shall bear sole responsibility for the content of the uploaded photo, and guarantees that he/she has the exclusive right to use the photo as an artwork under copyright protection. Moreover, the Participant declares that the use of the photo does not violate any other third party's right or legitimate interest, and he/she is entitled to transfer the rights of use to Organizer without remuneration in compliance with the Terms of Participation in the Activity.

2. Data Protection

Participation in the Activity and the provision of data is voluntary. The data shall be handled by the Organizer and processed by the Operator. By respecting and complying with the Terms of Participation in the Activity, Participants in the Activity give their explicit consent that their personal data shall be stored in the Organizer's database, and be used by the Organizer during the course of the Activity - until receipt of their request for the cancellation of data processing – or in connection with the Activity even after closure of the Activity.

The Organizer guarantees that all data are handled in compliance with the prevailing regulations and laws in force. Participants may request information on the handling of their personal data, and request the deletion or correction thereof by sending an email to the address socialhub@telekom.hu. Moreover, Participants have the right to lodge an objection against the handling of their personal data. In case Participants do not agree with the Organizer's decision regarding the objection, they may turn to court for remedy.

In compliance with the provisions of the Act CXII of 2011 on Information Self-determination and Freedom of Information, participation in the Activity shall equal to and be regarded as a written consent by the data owner to the data handling as detailed in the Terms of Participation in the Activity. Personal data will not be transferred to any third party without a prior notice of and written consent by the respective data owners, excluding the cases as defined by legal regulations and laws.

The following personal data of the Participants shall be gathered, handled and processed in connection with the Activity: name and surname, email address.

The legal basis of the data handling is the concerned persons' prior, established and explicit consent to the handling and processing of their personal data specified in the present Terms of Participation for the purpose and duration of the Activity. The Organizer shall use the personal data only for executing the draw and establishing the winners of the sweepstake.

Participants may turn for remedy and file a complaint at the Hungarian National Authority for Data Protection and Freedom of Information. Nemzeti Adatvédelmi és Információszabadság Hatóság (seat: 1125 Budapest, Szilágyi Erzsébet fasor 22/C., <http://www.naih.hu>, email: ugyfelszolgalat@naih.hu)

3. Exclusions

The Organizer and the Operator have the right to exclude those Participants from the Activity without any notice and explanation who upload a photo they do not own to their Instagram profile or the Instagram profile created and operated by others; or upload a photo that is obscene or offensive; or it violates any law or regulation or other third party's right or legitimate interest; or it is offensive for any third party's religion, denomination or ethnicity; or if it interferes with or violates any ethic or moral

norm, Magyar Telekom Nyrt's commercial interests and reputation, or any provision contained herein. Furthermore, the same procedure shall apply to Participants who register or participate in the Application with false or any third party's data; or acts in any manner that is contradictory to law. The respective participant/user shall bear sole responsibility if any comment he/she makes may violate or be by any means contradictory to law.

The Organizer and the Operator on the Organizer's behalf shall exclude any responsibility for disputes emerging from such cases. To avoid any violation of law, the Organizer reserves the right to exclude and remove the improper images from the Activity in its sole discretion with immediate effect.

4. General provisions

By participating in the Activity, Participants confirm that they are fully aware of the provisions herein and express their agreement in this respect. Participation in the Application shall equal to the obligation to observe and comply with the provisions herein.

The rules of the Activity along with the Terms of Participation are published on the CHRISTMAS POSTCARD SENDER / KARÁCSONYI KÉPESLASPKÜLDŐ website (<http://karacsony.telekom.hu/>). In compliance with the above, the Organizer shall ensure permanent availability of the rules during the entire course of the Activity.

Moreover, the Organizer, the Operator, and all companies that contribute to the Activity exclude any liability, and reject any correspondence with regard to erroneous, incomplete, and false data provisions.

The Activity on the Telekom HU Instagram site is independent from Instagram. The Activity is provided only by the Organizer, and Instagram does not support it or does not participate in it in any manner and respect.

The respective internet service provider's general business rules and term, as well as the Instagram Terms of Use apply for the internet service used for the participation in the Activity.

The Participants acknowledge that performance, messaging speed, data transfer speed and response speed of the Website used in the Activity depends on the Internet Service Provider's technology which may be influenced by external factors beyond the Organizer's control, particularly (but not limited to) network traffic load, network congestion, network coverage, connection and operation faults, device performance, and secure network connection maintenance. The Organizer and the Operator shall take no responsibility for the factors specified above.

The Organizer and the Operator shall take no liability or responsibility for the uploaded contents, and excludes any reclamation or claim in this respect.

The Organizer reserves the right to modify the Terms of Participation or cancel the Activity. The Organizer shall publish all modifications of the present Terms of Participation and the notification about the cancellation of the Activity - if applicable – on the CHRISTMAS POSTCARD SENDER website (<http://karacsony.telekom.hu/>). Following the above notifications and getting informed thereon is the Participants' responsibility.

The Terms of Participation are available on the CHRISTMAS POSTCARD SENDER website (<http://karacsony.telekom.hu/>).