

MTN Play My Bundle: Terms and Conditions

October 2026

The MTN Play My Bundle service (hereinafter referred to as the "**Service**") is a recurring subscription service available on daily, weekly and/or monthly billing options at the applicable subscription fee disclosed to the Subscriber at the point of subscription. Network and/or data charges may apply.

The Service is provided by MTN using the Worldplay technical platform (hereinafter referred to as the "**Worldplay Platform**") and comprises a bundle of mobile value-added subscription services supplied by various service providers from time to time (each a "Component Service").

By subscribing to or making use of the Service provided by MTN over the Worldplay Platform, the Subscriber agrees to be bound by these terms and conditions (the "**MTN Terms**"), as amended from time to time.

These MTN Terms govern the relationship between the person subscribing to or using the Service ("**Subscriber**"), MTN, Worldplay, and the providers of the Component Services comprising the Service from time to time, including their respective affiliates where applicable.

Any updates to these MTN Terms shall be published at www.mtn.co.za (the "**Website**") or otherwise communicated to the Subscriber as required by applicable law. The Subscriber should check the Website periodically for updates. Continued use of the Service after an update takes effect will constitute acceptance of the updated MTN Terms, subject always to any rights which the Subscriber may have under applicable law.

It is an express and material provision of these MTN Terms that the Subscriber must also comply with any service-specific terms applicable to a particular Component Service ("**Service Specific Terms**"). If there is a material conflict between the Service Specific Terms and these MTN Terms, these MTN Terms will prevail only to the minimum extent necessary to resolve that conflict.

1. Description of the MTN Play My Bundle Service

- 1.1 The Service is a subscription bundle comprising a curated selection of mobile value-added Component Services. The Subscriber subscribes to the Service as a bundle and not to any individual Component Service forming part of the bundle.
- 1.2 When the Subscriber first accesses the My Bundle home page, 5 (Five) Component Services will be automatically selected for the Subscriber. These automatically selected

- Component Services will remain capable of being swapped until the Subscriber actively chooses a Component Service through the service-selection functionality.
- 1.3 Subject to clause 1.4, the Subscriber may swap any Component Service in the bundle for another available Component Service at any time through the My Bundle service-selection functionality.
 - 1.4 Once the Subscriber actively chooses a Component Service, that Component Service will be locked into the Subscriber's bundle for a minimum period of seven (7) consecutive days (the "**Lock Period**") and cannot be swapped during the Lock Period. The Lock Period applies only to the swapping of that Component Service and does not restrict the Subscriber's right to cancel the Service as a whole in accordance with these MTN Terms.
 - 1.5 At the expiry of the applicable Lock Period, the relevant Component Service may again be swapped for another available Component Service. Any newly and actively selected Component Service will be subject to the same minimum seven (7) day Lock Period.
 - 1.6 If the Subscriber does not actively choose their own Component Services, the 5 (Five) automatically selected Component Services will remain the Subscriber's current bundle selection and will be treated as active for purposes of access to the Service and the operation of the billing model.
 - 1.7 Content made available through a selected Component Service is intended to be accessible directly from the My Bundle home page.
 - 1.8 The Component Services, genres, featured content and other functionality available through the Service may be added to, removed, replaced or changed by MTN from time to time, including where a Component Service is withdrawn, becomes unavailable or can no longer lawfully or technically be provided. Where reasonably practicable, an alternative Component Service may be made available to the Subscriber.
 - 1.9 A Component Service included within the Subscriber's My Bundle selection may also be the subject of a separate standalone subscription held by the Subscriber. Inclusion of that Component Service in My Bundle will not automatically cancel, suspend or replace any standalone subscription to the same service. Any standalone subscription is separate from My Bundle and may continue to attract its own charges until separately cancelled by the Subscriber.
 - 1.10 The Subscriber is responsible for reviewing their My Bundle selections and any standalone subscriptions and, if the Subscriber does not wish to retain a duplicated standalone service, for swapping the relevant Component Service within My Bundle and/or separately cancelling the standalone subscription, as appropriate.
 - 1.11 The Subscriber opts in to the Service through the applicable MTN subscription journey and confirms the recurring subscription before access to the Service is activated.

- 1.12 The Service may be offered on a promotional basis and may be withdrawn from the market, reconfigured or changed by MTN from time to time, subject to applicable law and any notice requirements which may apply.

2. Duration and Termination

- 2.1 The Service will continue on a recurring basis in accordance with the billing frequency selected by the Subscriber (daily, weekly or monthly, as applicable) from the start date until cancelled by the Subscriber or discontinued by MTN and/or Worldplay in accordance with these MTN Terms. The Subscriber may unsubscribe at any time by dialling *123#.
- 2.2 The Subscriber may cancel the Service at any time without contractual penalty. For clarity, a Lock Period applicable to a Component Service does not prevent or delay cancellation of the Service as a whole.
- 2.3 The Subscriber is responsible for ensuring that the cancellation process is properly completed. Subject to applicable law, MTN and/or Worldplay will not be liable for additional subscription charges resulting solely from the Subscriber failing to complete the prescribed cancellation process.
- 2.4 MTN may terminate or discontinue the Service, or remove or replace a Component Service, upon notice to the Subscriber where reasonably required, including if MTN's and/or Worldplay's agreement with a provider of a Component Service or an upstream licensor terminates or if the continued provision of a Component Service becomes unlawful, technically impracticable or commercially unavailable.
- 2.5 Cancellation or termination of My Bundle will not automatically cancel any separate standalone subscription which the Subscriber may hold for a Component Service. Any such standalone subscription must be cancelled separately in accordance with the terms applicable to that standalone service.

3. Payment and Terms

- 3.1 The applicable subscription fee will be disclosed to the Subscriber during the subscription journey and will be charged on the recurring daily, weekly or monthly billing frequency selected by the Subscriber, using the applicable MTN billing mechanism. The subscription fee is payable for access to My Bundle as a whole.
- 3.2 The billing frequency applicable to the Subscriber's My Bundle subscription operates independently of the Component Services selected, automatically selected, swapped or locked from time to time. Selecting or swapping a Component Service does not reset, extend or otherwise change the Subscriber's billing cycle.
- 3.3 The Subscriber is not billed separately for each Component Service included in My Bundle.

- 3.4 Where the Subscriber has not actively chosen their own Component Services, the automatically selected Component Services will be regarded as the active Component Services for purposes of the My Bundle billing and settlement model.
- 3.5 Any charges for a separate standalone subscription to a Component Service are independent of and additional to the My Bundle subscription fee and will continue in accordance with the terms of that standalone subscription until it is separately cancelled.
- 3.6 Network, data and other usage charges may apply in addition to the subscription fee, depending on the Subscriber's tariff plan, device, network access and use of content.

4. How to Stop the Recurring Subscription

- 4.1 The Subscriber may cancel the Service using the applicable MTN subscription-management channel. At the date of these MTN Terms, the Subscriber may dial *123#, reply 8 to Manage Subscriptions, then reply 1 to View or cancel subscriptions, and follow the prompts on screen to select and cancel MTN Play My Bundle. MTN may update the cancellation journey from time to time, in which event the current cancellation method will be made available through MTN's applicable customer channels.
- 4.2 The Subscriber should receive an SMS or other confirmation once the Service has been successfully cancelled. If no confirmation is received, the Subscriber should verify the cancellation through the applicable MTN subscription-management channel or contact Subscriber Support.

5. Subscriber Support

- 5.1 For MTN billing queries, dial 135 (free from an MTN SIM).
- 5.2 For any other queries related to the Service, dial 135 (free from an MTN SIM) or email complaints@mtn.com or support@worldplay.co.za.

6. Marketing, Notices, Disclaimer and Limitation of Liability

- 6.1 The providers of Component Services made available through the Service are required to comply with applicable law and, where applicable, the requirements and Code of Conduct of the Wireless Application Service Providers' Association of South Africa ("WASPA"). The WASPA Code of Conduct and complaints process are available at www.waspa.org.za.
- 6.2 Where a complaint falls within WASPA's jurisdiction, the Subscriber may lodge a complaint with WASPA in accordance with the WASPA complaints procedure.
- 6.3 MTN, Worldplay and/or a relevant Component Service provider may be required to share information relating to the Service and/or a Subscriber with WASPA for purposes of investigating or resolving a complaint, subject to applicable data protection law.

- 6.4 The Service is a subscription bundle incorporating five (5) selected Component Services at any given time, subject to availability and the service-selection rules in clause 1, and is charged at the recurring subscription fee and billing frequency disclosed to the Subscriber.
- 6.5 By using the Service, the Subscriber confirms that they are authorised to subscribe to the Service and, where the Subscriber is not the bill payer, that the bill payer has authorised the subscription and associated charges.
- 6.6 The Service is available on compatible handsets and devices only and may require internet or mobile data access.
- 6.7 The Subscriber may receive operational and service-related SMS messages or other communications necessary for the provision, billing, management and cancellation of the Service. Promotional or direct-marketing communications will be sent only in accordance with applicable law and the Subscriber's communication preferences. The Subscriber may update applicable marketing preferences through the My Account page or other MTN channels made available for that purpose.
- 6.8 The Service must not be used:
- 6.8.1 to intentionally engage in illegal conduct;
 - 6.8.2 to knowingly create, store or disseminate illegal content;
 - 6.8.3 to knowingly infringe copyright;
 - 6.8.4 to knowingly infringe any intellectual property or other proprietary rights; or
 - 6.8.5 to send spam or promote the sending of spam.
- 6.9 MTN and/or Worldplay may suspend or terminate a Subscriber's access to the Service if it reasonably believes that the Subscriber has materially breached these MTN Terms, any applicable Service Specific Terms or other related contractual obligations. MTN and/or the relevant service provider may also remove or disable access to content which it reasonably considers unlawful or which is the subject of a valid take-down request or legal obligation.

7. Protection of Personal Information and Direct Marketing

- 7.1 MTN and Worldplay are committed to protecting the Subscriber's privacy and to processing personal information in accordance with applicable South African data protection legislation, including the Protection of Personal Information Act 4 of 2013 ("**POPIA**"). Without limiting the generality of this commitment, MTN and Worldplay will:
- 7.1.1 collect and process personal information only to the extent reasonably necessary for the provision, administration, billing, support and lawful promotion of the Service and related products or services;
 - 7.1.2 process personal information only for lawful and compatible purposes;

- 7.1.3 transfer or disclose personal information to service providers or other recipients only where reasonably required for the provision of the Service or otherwise permitted by law, and subject to appropriate safeguards where required;
- 7.1.4 take reasonable and appropriate technical and organisational measures to secure personal information in their possession or under their control;
- 7.1.5 retain personal information only for so long as it is lawfully required or reasonably necessary for the purposes for which it was collected; and
- 7.1.6 otherwise disclose personal information only where permitted or required by law.
- 7.2 The Subscriber acknowledges and, where consent is the lawful basis relied upon, consents to the processing of personal information as described in these MTN Terms and the applicable privacy notices.
- 7.3 The Subscriber must familiarise themselves with the applicable MTN Customer Privacy Notice available on the Website and any privacy notice made available by a Component Service provider in relation to a particular Component Service.
- 7.4 Subject to any rights and remedies which cannot lawfully be excluded or limited, the Subscriber acknowledges and agrees that:
 - 7.4.1 use of the Service and the Worldplay Platform is subject to the ordinary risks associated with electronic communications, mobile networks, third-party content and internet-based services;
 - 7.4.2 MTN and Worldplay will not be liable for loss caused by the Subscriber's misuse of the Service, breach of these MTN Terms, unauthorised use of the Subscriber's device or account, or acts or omissions of third parties outside MTN's or Worldplay's reasonable control, except to the extent that liability cannot lawfully be excluded;
 - 7.4.3 to the maximum extent permitted by law, neither MTN nor Worldplay gives any guarantee that every Component Service or item of content will remain available for the entire duration of the Subscriber's subscription.
- 7.5 In amplification of clause 7.4, the Subscriber acknowledges that:
 - 7.5.1 MTN and/or Worldplay cannot guarantee the uninterrupted stability or availability of the Worldplay Platform;
 - 7.5.2 MTN and/or Worldplay cannot guarantee that the Service, any Component Service or any content will be uninterrupted or error free;
 - 7.5.3 the composition of the Service and the pricing applicable to the Subscriber's use of the Service may change from time to time, subject to applicable law;
 - 7.5.4 MTN reserves the right to amend the applicable subscription fee from time to time upon such prior notice as may be required by applicable law; and
 - 7.5.5 continued use of the Service after a notified price change takes effect will constitute acceptance of the new price, subject to the Subscriber's right to cancel the Service and any rights available under applicable law.

- 7.6 The Subscriber agrees to pay all valid MTN fees and charges properly due in respect of the Subscriber's use of the Service, free from deduction or set-off, except where the Subscriber has a lawful right to withhold, dispute or set off an amount.
- 7.7 Unless otherwise stated during the subscription journey or required by the applicable billing mechanism, subscription charges are payable in advance on the recurring billing frequency selected by the Subscriber.
- 7.8 To the maximum extent permitted by law, MTN and/or Worldplay make no warranties or representations in respect of the Service or the Worldplay Platform other than those expressly stated in these MTN Terms or required by law.
- 7.9 The Subscriber is responsible for using the Service in accordance with applicable law, including, where relevant, the Consumer Protection Act 68 of 2008, the Electronic Communications Act 36 of 2005, the Electronic Communications and Transactions Act 25 of 2002, the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002, and POPIA.
- 7.10 Subject to applicable law, MTN and/or Worldplay will not be liable for a failure or delay in providing the Service to the extent caused by circumstances outside their reasonable control, including power failures, load shedding, network outages, strikes, natural disasters, acts of government or similar events.
- 7.11 Nothing in these MTN Terms is intended to exclude, restrict or waive any right or remedy of the Subscriber which cannot lawfully be excluded, restricted or waived under the Consumer Protection Act or any other applicable law.