

Magenta Moments

General Terms and Conditions and Privacy Notice

General Terms and Conditions

1 About Magenta Moments

- 1.1. Magenta Moments is a **discount program operated by Magyar Telekom Plc.** (hereinafter referred to as "Telekom") **for users who have the Telekom application** (hereinafter referred to as "User"). Magenta Moments program members are entitled to offers, benefits and experiences from Telekom and partners offering discounts or offers in the Magenta Moments program through the Magenta Moments section of the Telekom app (hereinafter "Magenta Moments").
2. Telekom also provides Users with the opportunity to purchase gift cards offered by third parties (hereinafter referred to as: Gift Cards) in the dedicated menu item.
3. The most important elements of the relationship between the participants in the Magenta Moments program and Telekom are set out in these General Terms and Conditions (hereinafter referred to as the "Rules").

2 How can I take part in the Magenta Moments program?

- 2.1 All Users over the age of 18 who has installed the Telekom application (hereinafter "Application") and has at least 1 active contract – consumer or business (small and medium enterprise) type – integrated into their Telekom Account managed within the application, is eligible to participate in the Magenta Moments program, provided that the same active contract features in a maximum of 10 additional Telekom Accounts besides the User's Telekom Account into which they first integrated the active contract. For this purpose Users must activate their membership in the Magenta Moments section of the Telekom application by accepting and acknowledging this General Terms and Conditions and the Privacy Notice as well as by declaring that they are above the age of 18. By this the User becomes a member of Magenta Moments (hereinafter "Member").
- 2.2 By activating Magenta Moments, the Member acknowledges and accepts that if they do not meet the eligibility criteria, Telekom may exclude them from the Magenta Moments program. If the same User has Magenta Moments membership in more than 10 Telekom Accounts, Telekom is entitled – following a prior notice containing a reference to the consequences, and after the lapse of 3 business days following the unsuccessful notice – to delete the Magenta Moments membership in the Member's other Telekom Accounts while maintaining the Magenta Moments membership associated with the 10 most recently used Telekom Accounts. If the User meets the participation criteria again, they can become a Member again through re-activation.
- 2.3 Members can only access the program through the Telekom application.
- 2.4 Upon termination of the Telekom Account the Magenta Moments membership is automatically terminated and the hearts, coupons, eligibility to the prize game in the Magenta Moments program are lost. Membership in Magenta Moments does not automatically terminate upon deletion of the last active contract from the Telekom application, however, Telekom is entitled to exclude such Users from the program. Telekom shall inform the Member in advance of the exclusion using the login IDs connected to the Telekom account.
Membership may also be terminated by the Member by withdrawing the declarations made upon activation of Magenta Moments. Upon termination of membership the Member loses collected points, coupons and eligibility to participate in prize games.
Upon termination of the Magenta Moments membership the User may reactivate membership at any time in accordance with Section 2.1 of this General Terms and Conditions, which does not include the reactivation of the previous status (hearts, discounts, offers).

3 How does Magenta Moments work?

- 3.1 Each Magenta Moments offer has own terms of use, which can be found on the detailed terms and conditions and information sites of the individual offers and discounts in the Telekom app.
- 3.2 In the Magenta Moments program Members can be rewarded with points in certain cases, which will be expressed in the form of hearts (hereinafter referred to as Hearts) within the program. Hearts can be awarded for, including, but not limited to, using certain offers, completing certain challenges, performing certain activities within the Telekom application. Telekom shall have the exclusive right to determine in which cases and what quantity of Hearts are provided to Members; the number of available Hearts and all potential further requirements are communicated by Telekom in the Magenta Moments program.
- 3.3 Hearts have no monetary value and cannot be redeemed for cash. Only the Member is entitled to use Hearts, and the Hearts are non-transferrable. Hearts can be used, redeemed or used to participate in the individual prize games within the Magenta Moments program in the Telekom app, based on the terms of use published for each offer.
- 3.4 Hearts expire 1 year from the date of obtaining them. Expiring Hearts are deleted monthly, after the first day of the 13th month following their creation. Members can monitor the amount of available Hearts within the Magenta Moments program. When used the oldest Hearts are redeemed first.
- 3.5 By entering the program the Member agrees that Telekom is entitled to collect data on the Member's use of the Telekom application, including the Magenta Moments program, and use such data for the operation of the program (creation and display of customized offers). Members can further customize the Magenta Moments experience by adding nicknames, interests, gender, age, or by sharing their actual location with Telekom. The provision of this information is voluntary and may be modified or deleted by the Member at any time, except for the date of birth. The date of birth can only be changed once.
- 3.6 If Telekom application push messages are enabled by the Member, the Member may receive system messages in connection with the Magenta Moments program, in particular, but not limited to: welcome, login, redeeming Hearts, Heart expiry, use of Hearts, expiry of activated offers and coupons, Heart refund - service errors/technical errors, etc., or when another Member joins the Moments program who was invited by the Member.
- 3.7 Members only receive information about offers in the Magenta Moments program - discounts, coupons, prize games - by phone call, SMS, email, push message or other electronic channel if he/she has given their consent to this through our customer service channels or by logging in to the "Consent management" section of the Telekom Account settings on the telekom.hu website.

4 Liability

- 4.1 Telekom provides partner offers to its customers participating in the Magenta Moments program, however, although using its best efforts to provide the best possible user experience, Telekom is not liable for any damages or problems caused by the use of third party products and services. To the extent permitted by consumer protection regulations Telekom excludes its liability for complaints regarding products and services used by the Member through the Magenta Moments program.
- 4.2 Telekom is not a contracting party or service provider in the offers offered by third parties. During the use of the above, the terms of use of the given third party apply, particularly the conditions relating to the sale and use of Gift Cards specified in point 7 and their privacy notice. The terms of use and details of offers and discounts can be found prior to utilization – even before using the Hearts – on the descriptive pages of the individual offers within the Magenta Moments program.

5 How Member data are controlled in the Program?

- 5.1 Detailed information on the data controlling activities in the Magenta Moments are contained in the Privacy Notice attached to this General Terms and Conditions.

6 What other requirements should be taken into account?

- 6.1 Operational errors and temporary technical problems may occur in the Telekom application and in the Magenta Moments program, during which the offers and discounts of Magenta Moments may be unavailable or limited. Telekom shall not be liable for any temporary disadvantages resulting from the above. Telekom reserves the right to modify, terminate or cancel the Magenta Moments program

and the Telekom application.

- 6.2 Matters not regulated herein, in particular the legal relationship between the User and Telekom governing the use of electronic communications services and the use of the Telekom application, shall be governed by the effective Telekom Online Terms of Use https://www.telekom.hu/rolunk/telekom_fiok_felhasznalasi_feltetelek.
- 6.3 The exclusivity of the discounts, offers, coupons available in the Magenta Moments program vis-à-vis other discounts, offers, vouchers provided to Members is governed by the terms and conditions of the individual offers.
- 6.4 Telekom reserves the right to unilaterally amend this General Terms and Conditions with the notification of the Members. By acknowledging the amendments the Member accepts the amended General Terms and Conditions. If the Member does not agree with the amendment, they are entitled to terminate their membership in the Magenta Moments program at any time with immediate effect and without legal consequences. The termination of Membership terminates all existing entitlements and benefits under the Magenta Moments Program.
- 6.5 Telekom reserves the right to unilaterally terminate the Program with the Notification to the Members. In this case Telekom shall not be held liable for compensation of damages in connection with unused coupons and Magenta Hearts left in the Magenta Moments program.
- 6.6 Members may submit questions or complaints regarding the Magenta Moments program through Telekom's customer service channels:
- 1414 Telephone helpdesk service,
 - Telekom stores,
 - [telekom.hu](https://www.telekom.hu) website,
 - postal address: Magyar Telekom Plc. 1519 Budapest, Pf. 434.

Telekom manages complaints in accordance with the applicable consumer protection regulations. Detailed information can be found in the General Terms and Conditions for Residential Electronic Communications Services provided by Telekom to residential subscribers.

7 Special conditions applicable to the Gift Card section

- 7.1. Within the Magenta Moments program, independent General Terms and Conditions and Privacy Guidelines, differing from these conditions, apply to Gift Cards. The sale, payment process, fulfillment of Gift Cards, and the further processes related to these, particularly complaint handling and claim enforcement processes, are performed and provided by the third party, Nuclei CDNA Technologies Private Limited, according to its own conditions; Telekom ensures the availability of the interface for selling Gift Cards for the Member within the Magenta Moments menu item, but does not qualify as the seller, issuer, or service provider responsible for the redemption of Gift Cards (unless the description of the Gift Card contains information to the contrary), and does not participate in any way in the payment process aimed at fulfilling the consideration for Gift Cards.
- 7.2. By accepting the Magenta Moments General Terms and Conditions and by purchasing Gift Cards, the Member acknowledges the general terms and conditions of the Gift Cards and considers them binding upon themselves .
- [Gift Cards Terms & Conditions](#)
 - [Privacy Notice for Gift Cards](#)

Magenta Moments - Privacy Notice

1. Magyar Telekom Plc., as data controller, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), informs Members participating in the Magenta Moments program on the controlling of their personal data, including the scope of personal data collected by Telekom, the method of using the data and the respective rights of Members as follows. The protection of the personal data of the Magenta Moments program members is a key priority for Magyar Telekom Group Plc.

Company name and contact details of the data controller:

Magyar Telekom Plc. (registered seat: 1097 Budapest, Könyves Kálmán krt. 36.; company registration number: 01-10-041928), tax number: 10773381-2-44; "Data Controller")

Contact details:

www.telekom.hu/irjonnekunk

www.telekom.hu

Telephone: 1414 (free of charge from all national networks)

Mailing address: 1519 Budapest, PO box: 434

2. Name and contact details of the Data Protection Officer:

address: 1097 Budapest, Könyves Kálmán krt. 36.; email: DPO@telekom.hu

3. The scope of the personal data controlled, the legal basis, the purpose and duration of the processing thereof:

- **What is the purpose of data controlling, what do we use the collected data for?**

When participating in the Magenta Moments program, Magenta Moments Members are entitled to receive offers and discounts from Telekom and third-party partners participating in the program through the Magenta Moments program section of the Telekom app. The objective of the program is to develop and present customized offers and to communicate them to Members.

- **What is the legal basis for data controlling?**

To access offers one must meet the eligibility criteria of the program, activate Magenta Moments Membership and accept the Program's Terms and Conditions. The legal basis for data controlling is the performance of a contract with the data subject pursuant to Article 6(1)(b) of the GDPR.

- **What data do we collect and control?**

The scope of offers and discounts available to the Member in the Magenta Moments program is provided on the basis of the data provided by the Member when participating in the program and the data collected during the use of the Telekom application and the Magenta Moments program (including the services and websites visited by the User of the Telekom app). Traffic data are not used in the Magenta Moments program.

Optional data: Members can choose to further customize their Magenta Moments experience by adding nickname, interests, gender, age or by sharing their actual location with Telekom. The provision of this information is voluntary and may be modified or deleted by the Member at any time, except for the date of birth. The date of birth data can only be changed once. By providing these data, the Member consents to the use of these data by Telekom within the Magenta Moments program in order for Telekom to offer

even more personalized offers, discounts, games, or other activities for the Member that improve the Magenta Moments experience..

In the case of the User's participation in a prize game in the Magenta Moments program, the contact details belonging to the Telekom Account in which the Moments membership is active can be used for notification regarding the final result of the game, according to the provisions contained in the regulations and privacy guidelines connected to the given game.

Magenta Moments uses an internally developed machine learning model that arranges and ranks offers under the "Recommended for you" menu item of Magenta Moments in such a way that offers more relevant to the Member appear earlier in the list of offers. To do this, it identifies patterns in customer groups with similar characteristics or areas of interest (for example, customers belonging to a certain age group interested in sports) using previous interaction data (such as clicks, queries, and likes), and then, based on these patterns, offers more relevant to similar customer groups may be placed further forward in the newsfeed. The model is not used for creating new offers or for other purposes; it serves exclusively to rank more relevant offers further forward. If the Member decides not to provide optional information about themselves, it may happen that less relevant offers and discounts appear for them.

- **How long do we process the collected personal data?**

The Data Controller processes the Member's data collected during the use of Magenta Moments for the purposes of the Magenta Moments program as long as the Member is a member of the Magenta Moments program. The Member can terminate the Magenta Moments membership at any time by withdrawing the declaration regarding the acceptance of the Magenta Moments General Terms and Conditions. If the Member deletes the Telekom application, they have the opportunity within 12 months to return to their account settings and continue using the Magenta Moments program.

For the processing and retention of the Telekom application User's data for other purposes, the provisions contained in the Telekom Account Privacy Notice shall prevail.

Automated decision-making does not take place during data processing.

4. Push messages and messages sent through other electronic channels in connection with the Magenta Moments program

Push messages are notifications sent from the Telekom application to the User's device, which are displayed in the order of their receipt. By enabling the push messages option in the Telekom Application the Member may receive notifications about the Magenta Moments program. The permission for receiving push messages can be cancelled at any time in the Telekom Application settings.

Magenta Moments Members only receive information about offers, discounts, coupons and prize games available in the program by phone call, SMS, e-mail, push message or other electronic channel if the Member gives consent thereto in the "Manage Consents" menu item of the "Telekom Account Settings" through Telekom's customer service channels or on telekom.hu.

The partner operating the Gift Cards section of Magenta Moments and assuming full responsibility for the transactions taking place there (Nuclei CDNA Technologies Private Limited) may also send push notifications to Members in connection with the implementation of its own service. These notifications are sent independently of the Magenta Moments notifications described above, and Magyar Telekom assumes no responsibility for their content or frequency.

5. Where can you find important information?

This Privacy Notice gives an overview on the data controlling activity carried out by Telekom in the Magenta Moments program. Information on the controlling of personal data on the use of the Telekom application can be found in the Telekom Account's Terms of Use: <https://www.telekom.hu/rolunk/telekom-fiok-felhasznalasi-feltetelek>. Information on the marketing consent given to a Telekom Group member company can be found on the [Data protection information - Magyar Telekom Group](#) website.

6. Transfer of personal data, recipients of personal data and recipient categories

6.1. Our data processors

The Data Controller uses the following data processors for the purposes of the Magenta Moments program:

- **Loyalty Juggernaut, Inc.** (2100 Geng Rd Suite 210, Palo Alto, California 94303, USA) for the purpose of providing customized offers;
- **Deutsche Telekom Digital Labs Private Limited** (15th Floor, DLF Building Number 9B, DLF Cyber City, DLF Phase 2, Sector 24, Gurugram, Haryana 122002, India) for the purposes of cloud based data storage, processing and IT support.

6.2. Our cooperating partners

With the Member's consent or if the Member orders services from these cooperating partners through Telekom, their personal data may be transferred to our cooperating partners, which provide services to the Member as independent data controllers under their own data processing terms and conditions.

6.3. Based on Partner cooperation

During the Magenta Moments program, Magyar Telekom cooperates with partners who provide various services to Members, such as the gift card service. These partner services are provided and fulfilled exclusively by the given partner for the Member based on their own general terms and conditions, which are presented to the Member upon entry/registration into Magenta Moments. Although the Member accesses the partner services through Magenta Moments, all data that the Member provides during the purchase of a partner service or during the fulfillment of the service goes directly to the partner, without the involvement of Magyar Telekom. Magyar Telekom does not collect, store, or otherwise process data within the framework of Magenta Moments that are necessary for providing the partner's service. During the provision of the service (including payment and notification about the realization of the purchase), as well as during the handling of questions or complaints related to the service, the partners are independent data controllers and bear exclusive responsibility for processing the Member's data according to the partner's privacy notice. If the Member has a question or claim in connection with the partner services or the data processing related thereto, and turns directly to Magyar Telekom with this question or claim, Magyar Telekom transfers the question or claim to the partner and informs the Member about this.

In the case of gift card services, Magyar Telekom cooperates as a partner with the company Nuclei CDNA Technologies Private Limited ("Nuclei", Sobha Arena The Park, F1-4141, Thalaghattapura PO, Kanakapura Main Road, Uttarahalli Hobli, Bangalore, Karnataka, 560062).

Magyar Telekom and Nuclei act as joint data controllers with regard to transactions performed with Magenta Hearts – such as displaying, crediting, and redeeming Magenta Hearts –, as well as the analysis of purchasing behavior – including tracking behavior and sharing this information between Magyar Telekom and Nuclei in order to enhance the Magenta Moments user experience. These are activities for which the purposes and means are jointly determined by Magyar Telekom and Nuclei in accordance with Article 26 of the GDPR ("Joint Data Controllers"). With regard to the data subject rights listed below in point 7, based on the agreement between the data controllers, each data controller handles such requests within the framework of its own data processing activity. The Member may address and exercise their rights listed in point 7 against each data controller and in respect of each data controller.

6.4. Based on legal obligations

In certain cases, it is the Data Controller's legal obligation to transfer the requested data to the inquiring authority/state body.

6.5. Partner networks (data collection and tracking on the websites of third parties)

The Magenta Moments program makes unique discounts and offers available to Members through its partner networks, which are always appropriately indicated. The offer contains a link coming from a third-party partner, which, e.g., uniquely identifies the offer and the business (merchant) belonging to the partner network using a cookie equipped with a special code. The cookie enables the partner to identify where the Member arrived from to the online store of the business (merchant) and what offer the Member utilized there. The unique offer applies exclusively if the Member uses the offer via the link made available within the Magenta Moments program.

By clicking on the offer, the Member is redirected to the website of the third-party partner, over which website Telekom has no influence. Based on the above, Telekom calls the attention of Members to become acquainted with the terms of use and information connected to data processing found on third-party websites, where they can receive further information about the processing of personal data on the affected websites.

Partner networks involved in the Magenta Moments program:

Service Provider	Purpose of data processing	Archiving period	Country of residence
Tradedoubler	Promotion of partner offers in Magenta Moments; legal basis: Article 6(1b) GDPR	The data archiving period is determined by the company (retailer) that provides the discount	Sweden
Partnerize	Promotion of partner offers in Magenta Moments; legal basis: Article 6(1b) GDPR	The data archiving period is determined by the company (retailer) that provides the discount	United Kingdom

7. The Data Subject's rights related to data processing:

The Data Subject has the following rights in relation to data processing:

- a) the right of access to the personal data referring to them,
- b) the right to rectify their personal data,
- c) the right to erasing their personal data or restricting the processing thereof,
- d) the right to data portability, where the conditions specified in the legislation are met, and

7.1. Right of access:

The Data Subject has the right to receive feedback from the Data Controller on whether their personal data are being processed and, if such processing is ongoing, the right to access the personal data. The Data Processor shall provide the Data Subject a copy of the personal data subject to processing. For additional copies requested by the Data Subject, the Data Controller may charge a reasonable fee based on administrative costs. If the Data Subject submitted the request by electronic means, the information shall be provided in a commonly used electronic format, unless the Data Subject requests otherwise.

7.2. Right of rectification:

The Data Subject is entitled to have inaccurate personal data relating to them rectified by the Data Controller without undue delay, upon their request.

7.3. Right to erasure:

The Data Subject shall have the right to request the deletion of personal data concerning them without undue delay, and the Data Controller shall be obliged to erase such data if any of the following conditions is met:

- a) the personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
- b) the Data Subject withdraws the consent on the basis of which the processing took place, in accordance with Article 6 (1) (a) or Article 9 (2) (a) of the General Data Protection Regulation and there is no further legal grounds for the processing;
- c) the Data Subject objects to the processing on the basis of Article 21 (1) of the General Data Protection Regulation and there are no further priority grounds for lawful processing, or the Data Subject objects to the processing on the basis of Article 21 (2) of the General Data Protection Regulation;
- d) the personal data were unlawfully processed;
- e) personal data must be erased in order to comply with a legal obligation under the EU or Member State law applicable to the Data Controller;
- f) the personal data were collected in line with Article 8 (1) of the General Data Protection Regulation (conditions for children's consent) for the purpose of offers for information society services.

7.4. Right of restriction of processing

The Data Subject is entitled to have the Data Controller restrict the processing of their data at their request if one of the following conditions is met:

- a) the Data Subject debates the accuracy of the personal data, in which case the restriction applies for the period of time necessary to allow the Data Controller to verify the accuracy thereof;
- b) the data processing is unlawful and the Data Subject opposes the erasure of the data and instead requests the restriction of their use;
- c) the Data Controller no longer needs the personal data for the purposes of processing, but the Data Subject requests them for the establishment, exercise or defense in legal claims; or
- d) the Data Subject objected to the processing in accordance with Article 21 (1) of the General Data Protection Regulation; in which case the restriction shall apply for the period until it is established whether the legitimate grounds of the Data Controller prevail over that of the Data Subject.

If the data processing is restricted, the personal data in this scope, except for storage, may only be processed with the consent of the Data Subject or for the establishment, exercise or defense in legal claims or for the protection of the rights of another natural or legal person or for key public interests of the EU or of a Member State.

7.5. Right of data portability

The Data Subject also has the right to obtain the personal data concerning them which he or she has provided to the Data Controller in a structured, commonly used, machine-readable format and the right to transmit such data to another data controller without objection from the Data Controller to which the personal data was provided, if: (i) the processing is based on consent pursuant to Article 6 (1) (a) or Article 9 (2) (a) of the General Data Protection Regulation or on a contract pursuant to Article 6 (1) (b) of the General Data Protection Regulation; and (ii) the processing is performed by automated means.

7.6 General rules for exercising data subject rights:

The Data Controller informs the Data Subject without undue delay, but at the latest within one month of receipt of the request, of the measures taken following their request. If necessary, taking into account the complexity of the request and the number of requests, this deadline may be extended by a further two months. The Data Controller informs the Data Subject of the extension of the deadline, indicating the reasons for the delay, within one month of receipt of the request. If the Data Subject submitted the request electronically, the information must be provided electronically where possible, unless the Data Subject requests otherwise.

The Data Controller provides the information and action free of charge for the Data Subject. If the Data Subject's request is manifestly unfounded or – especially because of its repetitive character – excessive, the Data Controller, taking into account the administrative costs of providing the information or communication or taking the action requested, may:

- a) charge a reasonable fee, or
- b) refuse to act on the request.

The burden of demonstrating the manifestly unfounded or excessive character of the request lies with the Data Controller.

If the Data Controller has reasonable doubts concerning the identity of the natural person making the request, it may request the provision of additional information necessary to confirm the identity of the Data Subject.

8. Enforcement of rights:

In connection with the processing of their personal data, the Data Subject may turn to the Data Controller's data protection officer at any time (address: 1097 Budapest, Könyves Kálmán krt. 36.; email: DPO@telekom.hu).

In case of a complaint related to the processing of their personal data, the Data Subject may also turn to the National Authority for Data Protection and Freedom of Information (postal address: 1363 Budapest, Pf. 9., address: 1055 Budapest, Falk Miksa utca 9-11., ugyfelszolgalat@naih.hu; website: www.naih.hu).

In case of violation of their rights, the Data Subject may turn to a court against the Data Controller. The court acts with urgency in the matter. The Data Controller is obliged to prove that the data processing complies with the provisions of the legislation. The adjudication of the lawsuit falls within the competence of the regional court, in the capital city the Metropolitan Court of Budapest. The lawsuit may also

be initiated before the regional court according to the Data Subject's place of residence or place of stay.

The Data Controller is obliged to compensate damages caused to others by unlawful processing of the Data Subject's data or by violating data security requirements. The Data Controller is exempted from liability if it proves that the damage was caused by an unavoidable cause falling outside the scope of data processing. The damage does not need to be compensated to the extent that it resulted from the intentional or grossly negligent conduct of the injured party.

9. Where are the data processed

In connection with the Magenta Moments program, the personal data of Members are transferred to a third country (outside the European Union: to the USA and India). The data transfer is based on the adequacy decision of the European Commission or on the standard data protection clauses adopted by the European Commission based on point (c) of Article 46(2) of the GDPR, furthermore on appropriate safeguards.

Date: Budapest, May 27, 2026