



Retail Tariff Instruction

for

Individually Licensed Service Providers in Qatar

The Ministry of Information and Communications Technology  
(ictQATAR)

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# 1 Introduction

## 1.1 Objective and Scope

This Retail Tariff Instruction (**Instruction**) sets out the requirements which apply in relation to the retail tariff approval process. It is also intended to provide greater clarity around the type of tariffs that are permissible under the Applicable Regulatory Framework (**ARF**).

Please note that various consumer protection provisions, which are subject to a separate legal instrument of ictQATAR may influence the approval of retail tariffs.

This Instruction applies to Individually Licensed Service Providers (**SPs**) who offer retail Telecommunication Services to the public, including Dominant Service Providers (**DSP**) and non-DSPs.

This Instruction applies to Tariffs, defined in accordance with the Individual Licences and the Executive By-Law to mean:

“any statement of prices, rates, charges or other compensation of any form (including related service descriptions or terms and conditions such as rebates, waivers or discounts) offered by a Service Provider regarding any of its services”

Wholesale tariffs are out of scope of this Instruction.

## 1.2 Background

This Instruction has been developed by ictQATAR following a public consultation<sup>1</sup> and cross consultation (“comment on comment”) process with the industry.

The detailed discussions of the issues raised during the consultation process are contained in the Final Response Document (ICTRA 2013/09/25-A). This Instruction therefore should be read in conjunction with the Final Response Document for context and justification in relation to the requirements contained in this Instruction. It should also be read with the ARF including the terms and conditions of the relevant Individual Licences held by the Service Providers.

This Instruction supersedes

- i. The previous “Instruction for Retail Tariff Approval and Notification Procedure Applicable to Promotions and Permanent Offers”, dated 5 November 2009;
- ii. The “Notice Revised Interim Rules for Retail Tariff Assessment”<sup>2</sup>;
- iii. The earlier Order setting forth the rules and instructions for on-net/off-net price differentiation for Dominant Service Providers in Qatar dated 15 May 2011 (ICTRA 2011/05/15).

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<sup>1</sup> the Consultation Document (ICTRA 2012/11/11) was issued on 08 December 2012

<sup>2</sup> RA-ASG/02-281211

As tariff proposals differ and evolve substantially this Instruction can only cover “typical” cases. Nevertheless, this Instruction should give the necessary guidance on how ictQATAR intends to proceed with retail tariff approvals. In the event ictQATAR adopts an approach which is materially different from this Instruction, due notice and explanation will be provided to SPs.

## 2 Legal Basis

The key provisions concerning retail Tariffs are prescribed in:

- i. Chapter Six, Articles (26) to (33) of the Telecommunications Law;
- ii. Chapter Five, Articles (54) to (60) of the Executive By-Law; and
- iii. Clause 14 and Annexures D<sup>3</sup> and I<sup>4</sup> of the Individual Licenses.

The objectives for ictQATAR which are applicable to Tariff Regulation under Article (2) of the Telecommunications Law are:

- iv. Promoting the telecommunications sector in order to consolidate national, social and economic development;
- v. Enhancing the telecommunications sector's performance in the State of Qatar through encouraging competition and fostering use of telecommunications services;
- vi. Increasing customers' benefits and safeguarding their interests;
- vii. Identifying and addressing anti-competitive practices in the telecommunications sector.

Article 4(4) of the Telecommunications Law allows ictQATAR to set and enforce appropriate remedies to prevent SPs from engaging in or continuing anti-competitive practices

Article 4(8) of the Telecommunications Law empowers ictQATAR to safeguard the interests of customers, including setting rules for Tariff regulation.

Article (6) of the Executive By-Law empowers ictQATAR to take measures, actions and decisions as it deems appropriate to ensure that Individual Licensees and SPs comply with the provisions of the law, the By-law and the provisions of the Individual Licenses or to remedy their breaches.

Article (26) of the Telecommunications Law empowers ictQATAR to determine the elements necessary for the provision of Tariff offers, their approval and publication in respect to telecommunications services. IctQATAR may also set out other rules for regulating prices and Tariffs including the implementation of any programme for rate rebalancing or price cap.

Article (54) of the Executive By-Law provides that ictQATAR shall have the authority to review all Service Provider tariffs, including wholesale and retail tariffs, and to determine any requirements regarding tariffs, their approval and publication, and the ictQATAR may issue regulations or orders to regulate the tariffs of SPs.

Article (51) of the Telecommunications Law provides that SPs must provide the consumer with the terms of the service and any other terms and conditions and all Tariffs, rates and costs applicable to any telecommunications service.

Clause 3 of the Individual Licenses authorizes the SPs to provide the specified telecommunications networks and services in accordance with the terms and conditions of

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<sup>3</sup> Procedures for Implementing and Revising Retail Tariffs

<sup>4</sup> Additional Obligations of Dominant Service Providers

the Individual Licenses and its annexures, relevant legislation, international treaties, and any regulations, including instructions issued by ictQATAR before or after the effective date of the Individual Licenses. Accordingly, ictQATAR may from time to time issue additional requirements as part of the terms and conditions of the Individual Licenses which are binding on the SPs.

## 3 Provisions for all Service Providers

### 3.1 Introduction

This section sets out the provisions which apply to all SPs who hold Individual Licenses.

### 3.2 Tariff Filing and Tariff Approval

#### 3.2.1 General Provision

All Public Telecommunications Services must be offered pursuant to a Tariff<sup>5</sup>.

A Tariff covers all terms and conditions related to the sale of a specific service. This may be included in various documents, e.g. in

- i. Standard Terms and Conditions (**T&Cs**), describing terms and conditions applicable to a group of tariffs;
- ii. Specific Tariff Documents for permanent or temporary offers.

All of these documents must be approved by ictQATAR.

Where a document such as T&Cs are applicable to multiple products they do not require a new approval for each new product or product version to which they apply.

The Offer of a SP must be documented in a Tariff Document. SPs must ensure that Tariff Documents:

- i. Are written in plain language and easily understood by a typical consumer;
- ii. Contain any and all of the SPs proposed Tariffs or modifications thereto (including any discounts and promotions) and must be provided to ictQATAR in a format that is clear, legible and easily understood<sup>6</sup>;
- iii. Contain the terms and conditions that identify, among other things, the products and services on offer, related products and services, objectives of the offer, whether it is a promotion or a readjustment, a clear statement of the applicable prices and the units to which they apply, rounding practices, use of increments, minimum commitment periods or minimum volumes, cancellation policies, special considerations, the period of the Tariff, and any other elements of the offer that are material to the service provided and the consideration to be paid;
- iv. Includes any charges for services and/or equipment not otherwise subject to Tariff control but which are included as part of the service offered;
- v. Contain the relevant marketing names of the Tariff or Offer.

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<sup>5</sup> Licences Annexure D 1.2 All Public Telecommunications Services must be offered pursuant to a Tariff in accordance with the following provisions, except with respect to the Tariff filing, review and publication procedures set forth in Sections 1.10.1, 1.10.2, 2 and 3

<sup>6</sup> Licences Annexure D 1.3: The Licensee shall make available to the Supreme Council for its review any and all of the Licensee's proposed Tariffs, or any modifications thereof, for Public Telecommunications Services (including any discounts and promotions). All approved or notified Tariffs must be provided in a format that is clear, legible and easily understood. The Licensee shall ensure that all Tariffs are complete, with full details of all charges, terms and conditions of the Tariff including the charges for any services or equipment not otherwise subject to Tariff control that are included in as part of a service.

Any proposed changes to a Tariff must be submitted to ictQATAR for approval prior to implementation. SPs are not permitted to make unilateral changes to a Tariff.

### **3.2.2 Tariff Filing**

Service Providers must ensure that:

- i. Tariffs are filed fourteen days in advance;
- ii. New Tariffs are filed in accordance with the templates set out in Annex II - Tariff Document Template - Consumer and Annex III - Tariff Document Template – Business;
- iii. Modifications to existing Tariffs must be filed in accordance with the template set out in Annex IV - Tariff Modification Form;
- iv. All calculations and explanatory documents are filed with tariff submission. All calculations must be in Excel format and well documented;
- v. All Tariff submissions and related notification must be sent to [tariffs@ict.gov.qa](mailto:tariffs@ict.gov.qa), with individual members of the ictQATAR tariff team copied in the email.

For the avoidance of doubt, the filing requirements prescribed above also apply to:

- i. Framework agreements, discount schemes, bonus schemes and loyalty programmes;
- ii. Tariffs that have been created for specific customers or sub-segments of customers;
- iii. Customer Value Management offers (CVMs);
- iv. All tariffs regardless of whether the services are to be rendered within or outside of Qatar (e.g. roaming and calling cards).

### **3.2.3 Tariff Meetings**

- i. A Tariff meeting is considered equivalent to a filing by SPs.
- ii. Official positions are exchanged in writing.

### **3.2.4 Review Period**

SPs are bound by the review period prescribed in their respective Individual Licenses.

A Tariff meeting is considered equivalent to a fresh filing and will therefore re-start the review period applicable to the licensees.

### **3.2.5 Time for Implementation of Tariffs**

SPs must ensure that the approved Tariff is implemented within six months from receipt of the full approval unless otherwise agreed with ictQATAR.

If this time is elapsed without implementation of the product, the SP must re-file the Tariff if they wish to implement it.

## **3.3 Publication**

SPs must publish the following information on its website:

- i. Standard Terms and Conditions (**T&Cs**)  
The current version of any terms of service or other T&Cs as approved by ictQATAR;

- ii. Its Tariffs and if applicable, any rates and charges for any equipment or services, including all approved Tariffs. This must include the effective date of the Tariff<sup>7</sup> which must be no later than the start of the day on which the Tariff is being offered; and
- iii. The official website address and contact information of ictQATAR, informing Customers that they may contact ictQATAR in the event they are unable to resolve a dispute/s with their Service Provider. The website must also contain a clear statement that the Service Provider is regulated by ictQATAR under the Law, By-Law and any other applicable laws.
- iv. If required by ictQATAR, SPs must publish Tariffs in every telephone directory<sup>8</sup>.

SPs must also provide:

- i. A user-friendly navigation system that allows a customer to locate the information prescribed in section 3.3 (i) and (ii).
- ii. Upon request from a Customer, the relevant Tariff Documents, which must be made available at all of the SP's business premises at all times<sup>9</sup>.

### 3.3.1 Price Increase

In the case of a price increase, SPs must notify Customers of the approved Tariff at least 21 days in advance of the effective date of the Tariff, or such other period or date specified by ictQATAR.<sup>10</sup>

In case of recurring charges, SPs must notify any increase in price at least one chargeable period in advance, i.e. at least one month in advance in the case of a monthly recurring charge.

SPs must publish any increase in price in at least one local Arabic newspaper and one local English newspaper. For mobile subscribers, price increases must also be announced via SMS/USDD.

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<sup>7</sup> Licences Annexure D 1.6: The Licensee shall provide adequate notice to the public of any proposed Tariffs in accordance with the Applicable Regulatory Framework. The Licensee shall publish the Tariff and prominently display the details of the Tariff, including its effective date, on its website in a manner that enables remote access to the public free of charge. Unless the Supreme Council has consented to or instructed the Licensee in writing to suspend or terminate the publication of Tariffs on the Licensee's Website, the Licensee shall maintain such publication continuously during the entire term of validity of the Tariff and for an immediately subsequent period of no less than six (6) weeks. Any Tariff that is no longer in effect will be clearly marked as such, including the date of termination or expiry and a reference to any superseding Tariff.

<sup>8</sup> Article (99) of the Telecommunication By-Law

<sup>9</sup> Licences Annexure D (1.5): The Licensee shall maintain paper copies of its Tariffs at its business premises in a location that is accessible to its Customers or potential Customers, and copies shall be readily available for inspection, free of charge and during regular business hours. No later than five (5) days following receipt of a written request from a Customer, the Licensee shall send to the Customer a copy of a Tariff, or the relevant portion thereof, for a charge that shall not exceed the reasonable cost actually incurred by the Licensee to accommodate the Customer's request.

<sup>10</sup> Licences Annexure D 2.2, D 3.3: All proposed Tariffs involving a price increase shall be notified to Customers at least twenty-one (21) days, or such other period as the Supreme Council may specify, in advance of the effective date of the proposed Tariff. Such notification may be made by means of newspaper or other advertising or by such other means as the Supreme Council may specify.

## 3.4 Information Requests

Upon request by ictQATAR, SPs must provide accurate information relating to any Tariff, including costs, revenues, terms and conditions and methods of composing the Tariff<sup>11</sup>.

Requested information must be accurate and delivered within the timeline specified by ictQATAR.<sup>12</sup>

Any request for the extension of a deadline must be accompanied by a convincing justification and filed at least five days before the expiry of the original deadline.<sup>13</sup>

The request for information will terminate the applicable Review Period for approval of the Tariff. A fresh Review Period will commence on receipt of the requested information.

## 3.5 Promotional Offers

### 3.5.1 Duration of Promotion

SPs must:

- i. Limit promotions to a maximum of three months;
- ii. Ensure that Promotional Offers do not tie or lock-in customers to long-term contracts;
- iii. Ensure that the maximum contract period applicable, following an acquisition promotion, is the Minimum Service Period (cf. section 3.6) established by ictQATAR for Consumers and Business Customers.

### 3.5.2 Repetition of Promotional Offers

SPs must ensure that promotions are not repeated for the same Tariff until 6 months after the promotional offer has expired. This applies to the underlying tariff item or items that is subject to the initial promotion (i.e. at destination level, mobile data or connection charge).

For the avoidance of doubt, this does not include Flash Promotions i.e. promotions that do not exceed two calendar days or 48 hours.

### 3.5.3 Overlapping Promotional Offers

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<sup>11</sup> see e.g. Licences Annexure D 1.7: Following receipt of a written request from the Supreme Council seeking information to any Tariff, including costs, revenues, terms and conditions, and methods of composing the Tariff, the Licensee shall deliver the requested information to the Supreme Council in a concise and reasonably detailed manner within the timeframe specified in the request.

<sup>12</sup> Article (131) Telecommunication By-Law: The recipient of an Information Request shall cooperate fully and shall provide true and complete answers to the questions posed within the timeframe established by the General Secretariat.

<sup>13</sup> Article (129) Telecommunication By-Law: The Information Request shall specify the data that is required, identify the proceeding and purpose for which the data is being collected, and indicate the time period within which the information must be supplied to the General Secretariat. The General Secretariat may extend the deadline for the submission of part or all of the information requested if the recipient of the Information Request provides a convincing justification, in writing, at least five (5) working days before the date on which the information is due.

Overlapping promotions, i.e. where a tariff item is affected (reduced) more than once due to the effect of a promotion are not permissible.

## **3.6 Handset and Customer Premises Equipment Subsidy and SIM Locking**

Generally, SPs must not subsidise devices or engage in “SIM locking”.

SPs are free to sell devices on an instalment or amortised basis and unbundled from Telecommunications Services. This can be achieved by e.g. a separate contract being taken out for an expensive device and paid for in periodic arrears. This contract must not be bundled with the underlying telecommunication service.

### **3.6.1 Mobile Device Subsidies: Handsets and Other Mobile Devices**

SPs are not permitted to:

- i. Subsidise any mobile device;
- ii. “Lock” a device so that it can only be used with the SP’s own SIM cards.

### **3.6.2 Fixed Device Customer Premises Equipment (CPE) Subsidies**

#### **Network specific CPE**

SPs may provide equipment necessary for the provision of services (as an integral part of the service) and which are not available in the open market **without** a separate charge. This would typically include devices such as an Optical Network Terminal for fiber broadband.

#### **Non-Network specific CPE**

SPs may provide CPE (e.g. WIFI router) without any additional charge, provided that the cost to the SP is not more than the connection revenue plus the first month’s revenue of the associated service.

All CPE exceeding the value described above must be sold separately.  
This applies for Business and Consumer services.

## **3.7 Minimum Service Period, Commitment Period and Cancellation Policy**

### **Minimum Service Period**

SPs are subject to the Minimum Service Period of **three months** unless an objective justification is provided demonstrating the reasons why it is necessary to offer a longer minimum service term.

For clarification, in the event a customer wishes to cancel the subscribed service within the Minimum Service Period, SPs are entitled to collect the full charges for the Minimum Service Period.

SPs must not provide any additional benefit for an extended contract period and customers must be entitled to terminate the service subscribed after the Minimum Service Period without any penalty/payment.

### 3.8 Minimum Validity Period of Credit

SPs must ensure that the Minimum Validity of Credit should be as follows:

Credit	Duration	Explanation
Less than or equal to QAR 10	30 days or longer	Including, but not limited to, pre-paid products vouchers, top up credit and bonus credit
Standard credit validity	6 months or longer	

Tariffs which include specific bundles of minutes/messages/data allowance must specify the period for which the included bundle remains valid, i.e. a monthly package of 10 min for 1 QAR per month must specify whether the 10 minutes will expire after one month, roll over to the second, third etc. month and then expire or continue rolling over as long as the customer subscribes to the plan.

### 3.9 Easy To Remember Numbers

SPs are entitled to charge for “easy to remember” (ETR) / “premium numbers” on condition that all charges will go entirely to charities / Corporate Social Responsibility (CSR) purposes. The SPs must maintain a record of this at all times for audit purposes by ictQATAR.

### 3.10 Undue Discrimination

All SPs are subject to the Undue Discrimination rule prescribed in their Individual Licenses.

SPs may offer differing terms if such terms can be objectively justified based on differences in supply conditions including differing costs, traffic volumes or a shortage of available facilities or resources. ictQATAR expects such objective justification to be typically based on cost.

SPs must submit sufficient justification for any discriminatory practice on a case by case basis and must cease the discriminatory conduct once directed by ictQATAR.

### 3.11 Provisions for Sector Discounts

Discounts for specific market sectors are not permissible, with the exception of the following:

#### Education sector

Discounts on existing Tariffs for the Education sector and of up to 20% only. These sector discounts are to be phased out by 1<sup>st</sup> January 2016.<sup>14</sup>

#### Qatar Society for Rehabilitation of Special Needs

ictQATAR is currently allowing discounts on existing Tariffs for members of the Qatar Society for Rehabilitation of Special Needs (QSRSN).

SPs may offer up to 50% discount on their services as part of their Corporate Social Responsibilities (CSR) program based on the following:

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<sup>14</sup> RA-PETA/03-290611

- i. These discounts are applicable to the person with a special need only. No family member of a person with a special need OR employees working in the QSRSN is permitted to subscribe to the service.
- ii. If the person with the special need is unable to subscribe to the service by himself, a family member may subscribe on his/her behalf.
- iii. A person with a special need may only subscribe to one product in each service category.
- iv. The person with a special need must be registered with QSRSN in order to benefit.
- v. At the end of each January the SP will submit a service-uptake report to inform ictQATAR per service category:
  - number of subscribers;
  - number of new subscribers;
  - monthly recurring charges in QAR;
  - excess fees in QAR (where applicable).<sup>15</sup>

### **3.12 Geographic Differentiation of Charges**

Unless specifically approved by ictQATAR, SPs must provide uniform pricing all over Qatar.

For the avoidance of doubt, this includes Promotional Offers and potential “cell based charging”.

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<sup>15</sup> RA-PETA/01-020810

## 4 Specific Provisions for Dominant Service Providers

In addition to the provisions set out in Section 3 this section applies to SPs who have been designated as having a dominant position in one or more relevant markets. Also the Licenses of some SPs contain “as if dominant” provisions.

For the purpose of this Instruction they are referred to as Dominant Service Providers (**DSPs**)

Typically DSPs are **not** allowed<sup>16</sup> to

- i. Engage in predatory pricing;<sup>17</sup>
- ii. Price excessively;
- iii. Engage in a price-margin squeeze;<sup>18</sup>
- iv. Price below cost;
- v. Cross subsidise cost or revenue from one telecommunications service to another.

### 4.1 Tariff Filing

In addition to section 3.2.2 DSPs must ensure that all Tariffs are filed 28 days in advance.

### 4.2 Cost Measures

#### 4.2.1 Cost Base and Cost Standard

The current cost regime, as set out in “Regulatory Accounting System (**RAS**) Orders issued to Qatar Telecom (QTel) Q.S.C. (Ooredoo)” (ICTRA 2013/03/31-B) dated 31 March 2013 employs a Fully Allocated Cost (**FAC**) model, based on Historical Cost Accounting (**HCA**).

Therefore, ictQATAR requires cost justifications that satisfy this approach, including that all relevant cost elements (wholesale and retail) are taken fully into account. Relevant parameters and assumptions used in calculations have to be made transparent and fully explained.

#### 4.2.2 Price Floor Formula

Until ictQATAR has approved the RAS of a DSP and the DSP can demonstrate non-discriminatory treatment of charging for wholesale inputs to its downstream competitors the DSPs are subject to the price floors based on the calculation set out below, unless otherwise determined by ictQATAR.

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<sup>16</sup> E.g. Article (43)6, 7 and 9 of the Telecommunications Law. Under these provisions, it is prohibited for a DSP to supply competitive telecommunications services at prices below long run incremental costs or any other cost standard specified by ictQATAR.

Article (43) of the Telecommunications Law states specifically:

6 - Supplying competitive telecommunications services at prices below long run incremental costs or any other cost standard specified by the General Secretariat.

7- Using revenues or transferring a part of cost of a specific telecommunications service to subsidise another telecommunications service supplied

9- Performing any actions that have the effect of substantially lessening competition in any telecommunications market

For clarification, in the absence of an approved RAS, which is expected to provide accurate cost information in the required granular form, ictQATAR applies cost 'proxies' to estimate the price floor for providing telecommunications services. These cost proxies establish price floors. ictQATAR considers that any retail price above such a calculated price floor is above cost.

**Calculation of the price floors**

For international calls, originated from a mobile device

$$\text{Retail price floor for IDD calls} = (\text{MOR} + \text{IOT}) \times (1 + \text{RMU}) \times (1 + \text{CRF}) / (1 + \text{G}_{\text{IDD}})$$

For national calls, originated from a mobile device

$$\begin{aligned} \text{Retail price floor for national calls} = \\ (\text{MOR} + \text{MTR} \times \% \text{MT} + \text{FTR} \times (1 - \% \text{MT})) \times (1.3 + \text{RMU}) \times (1 + \text{CRF}) / (1 + \text{G}_{\text{NAT}}) \end{aligned}$$

This formula, in its generic format applies to key services and other services like, but not limited to, SMS, MMS and national calls. The origination and termination component is calculated as a weighted average. This reflects e.g. origination from fixed and mobile networks and IDD termination to various countries or group of countries.

The advertised rate (**AR**) has to exceed the price floor ( $\text{AR} > \text{retail price floor}$ ).

<p>Mobile Origination Rate (<b>MOR</b>)</p> <p>Mobile Termination Rate (<b>MTR</b>)</p> <p>Fixed Termination Rate (<b>FTR</b>)</p> <p>Inter Operator Tariff (<b>IOT</b>)</p> <p><b>%MT</b></p> <p>1-%MT</p> <p>Retail Mark-Up (<b>RMU</b>)</p> <p><b>Compound Risk Factor (CRF)</b></p>	<p>MTR is taken as a proxy as set by ictQATAR and reflected in the contracts between the SPs</p> <p>as set by ictQATAR and reflected in the contracts between the SPs</p> <p>out-payment of the local operator for terminating the call abroad. This is supplied by SP for the destination in question. If more than one country is included in the offer the weighted average of all of these countries is taken</p> <p>Percentage of calls termination on the mobile network</p> <p>Percentage of calls termination on the fixed network</p> <p>In order to arrive at the total cost per/ minute, retail costs such as those for marketing, advertising and billing must be taken into account. An international best practice used to account for these costs is to add between 20% to 30% as retail mark-up to the wholesale cost. To be prudent, ictQATAR has consciously chosen the higher end of the benchmark (30%) for these costs</p> <p>Proxy formulas and other factors like e.g. Projection of usage figures involves inherent uncertainties. The Compound Risk Factor (CRF) is used in order to</p>
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mitigate the risk that these uncertainties may cause the offer to be below cost<sup>19</sup>

Granularity National ( $G_{NAT}$ ) and  
Granularity International IDD ( $G_{IDD}$ )

express the difference between the actual (technical) call in exact seconds, versus the billed duration, which is always rounded up to the next full minute (60 sec increment). In Qatar calls are typically charged per full minute (also referred to as “60/60”). This means that if the actual call duration is 61 seconds, the customer is charged for a full two minutes (120 seconds). Therefore the average call duration of calls has to be taken into account when calculating the price floor. Including the “granularity factor” in the formula produces a minimum advertised price. As the “granularity factor” can be significant (i.e. short phone calls), the advertised price can be significantly lower than the “pure” rate (e.g.  $[MOR+MTR] \times (1+RMU)$ ) without the “granularity factor”. Therefore the advertised price (AP) has to exceed the price floor. The test for international calls, originated from a mobile device is hence:  $AP \geq (MOR + IOT) \times (1 + RMU + CRF) / (1+G_{IDD})$ .

### **Absence of wholesale rates**

In the absence of wholesale rates (e.g. mobile data, leased lines), ictQATAR may chose appropriate proxies.

If ictQATAR finds, at its sole discretion, that a price (change) will potentially disturb the market, ictQATAR will typically not be minded to approve such a price, but defer the decision till the DSP produces objective cost figures, typically out of a RAS.

## **4.3 Discounts**

### **4.3.1 Discount Justification and De Minimis Provisions**

DSPs must objectively justify all discounts. De Minimis Provisions for Promotional Offers

The exception for this are de minimis provision for some categories of discounts.

In the current market situation in the presence of high EBITDA and profit margins ictQATAR regards the following discounts provisions as justified and not distorting competition as “de minimis” for Promotional Offers:

- i. Single service element  
Discounts of up to 10% for a single service element for promotional offers;
- ii. One month rental off  
Discounts of up to one month rental for short term promotional offers;
- iii. Installation fee

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<sup>19</sup> Notice on Revised Interim Rules for Retail Tariff Assessment Ref: RA-ASG/02281211 Date 28/12/2011

Promotional discounts for installation, activation or connection fees of less than or equal to 100% of a single monthly fee

#### **4.3.2 Discounts Based on an Extended Payback Period - “Life time calculation”**

A “life time calculation” is a calculation which aims to justify a discount based on the value of the customer over the “life time” of their relationship with the DSP. Such “life time calculations” can arguably support nearly any discount level.

Discounts calculated on the “life time” of a customer are not permissible unless the DSP is able to demonstrate that such discounts will not render the product below cost at any time in the future.

The introduction of an approved and current RAS that supports customer lifetime calculations may allow these to be included in payback calculations.

### **4.4 Bundles**

DSPs must ensure that any Tariff filing involving a bundled Tariff package identifies the separate charges or other Tariff elements that are applicable to each part of the bundled service or combination of services pertaining to the bundled Tariff package.

The separate elements of the bundle have to be identified and a comparison between the bundled prices and the corresponding unbundled elements must be made. The separated prices must be able to pass the price floor test and not be subject to cross subsidisation.

A DSP must ensure that services are not bundled in a fashion in order to leverage or fester market power.

Typically, any bundle offered by the DSP must be capable of being replicated by other SPs. Accordingly, DSPs must

- i. ensure that wholesale products are offered to other SPs that enable the provision of the same services (as the DSP);
- ii. demonstrate that other SPs can replicate a bundled offer using either its own network or wholesale products currently provided, by the DSP.

### **4.5 Project Business**

DSPs who provide a host of services outside the scope of their Individual Licenses e.g. in-house cabling and the supply of IT and other telecommunications equipment e.g. PABX in a “project fashion” (Project) are required to file the Tariffs for Telecommunications Services (as described in Annexure B 2.1 of their Individual Licenses) and to clearly identify the applicable prices as per the approved Tariffs.

### **4.6 Upgrade and Downgrade Charges**

Any differentiation in price must be objectively justified. Without an objective justification, based on cost, ictQATAR would consider a higher downgrade charge as a “penalty” to subscribers and hence would not grant an approval for the Tariff.

For example, the charge for a customer to change from 10Mbps to 100Mbps must be the same as the charge for a customer to move from 100Mbps to 10Mbps unless there is an objective cost justification for a different price.

## 4.7 Pre-Approval Frameworks for Promotional Offers

DSPs are entitled to obtain pre-approval frameworks for their Tariffs. Pre-approval frameworks are set out Annexure VI - Pre-Approval Frameworks.

## 4.8 On-net/off-net pricing differential

In the absence of an objective justification for on-net/off-net pricing differentiations, DSPs must not apply any on-net/off-net price differentiation or discrimination. This means that a unit of service, which includes voice and video calls SMS, MMS and other services, made from the DSP network to another SP's network must be charged at the same amount as a unit of service inside the DSP's network. This also means that if units of service (e.g. call minutes) are included in a permanent bundle, these call minutes must be available on-net and off-net.

## 4.9 Cross Subsidisation

Unless explicitly approved by ictQATAR cross subsidisation is explicitly forbidden by the Telecommunications Law<sup>20</sup> and the Licenses<sup>21</sup>.

It is the obligation of the SP to demonstrate that a Tariff does not contain cross-subsidies.

Until a more detailed methodology has been developed ictQATAR requires each offer, or its elements to be above cost.

Nevertheless, ictQATAR will approve

- i. An offer including a multitude of destinations sold at one price point, where the whole offer is above cost. This offer may contain price points, which are – taken in isolation – below cost.
- ii. Bundles “value packs” with multiple services (which may include voice calls, SMS, MMS, data), on the provision that the total cost of the included services remain below the retail price, using the cost proxy formula for each individual service.

In moving forward ictQATAR is minded to refine the approach regarding “Cross Subsidies”. This might include views of the Relevant Markets as a whole.

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<sup>20</sup> (43) 7- using revenues or transferring a part of cost of a specific telecommunications service to subsidise another telecommunications service supplied by a service provider except where such subsidy is approved by the General Secretariat;

<sup>21</sup> Annexure I 3.7 Unless approved by the Supreme Council, the Licensee will not use revenues from the provision of telecommunications networks, network elements, facilities or services that are not subject to effective competition, or transfer a part of the cost of a telecommunications network, network element, facility or service, to cross-subsidise the price of any telecommunications network, network element, facilities or related services that are subject to effective competition.

## 5 Implementation and Compliance

### 5.1 Compliance

Compliance with this Instruction is mandatory.

Failure to comply with this Instruction may result in penalties including imprisonment for up to 2 years and/or a fine of QAR100,000 under Article 70 of the Telecommunications Law. Additionally, a violation of any term of an Individual License is punishable by imprisonment of up to one year and a fine of QAR 1million pursuant to Article 67 of the Telecommunications Law. In case of repeated offences the penalty shall be doubled pursuant to Article 72 of the Telecommunications Law.

Failure to comply with this Instruction may also result in penalties and sanctions permissible under the ARF such as but not limited to the following:

- i. An order to officially withdraw the Tariff;
- ii. Provide refunds or other compensation to affected Customers;
- iii. Issue an order that all events should be re-rated as per the previous approved tariff.

Where obligations have been removed, ictQATAR may re-impose the same obligations in respect of particular markets or price categories.<sup>22</sup>

### 5.2 Implementation

This Instruction comes into effect immediately.

### 5.3 Review

This Instruction will be reviewed by ictQATAR from time to time to ensure it remains relevant to developments in the market.

Signed



Graeme Gordon  
Assistant Secretary General  
Regulatory Authority, ictQATAR

Dated: 25 September 2013

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<sup>22</sup> Licences Annexure D (1.11): Unless otherwise provided in Annexure J with respect to the Licensee's Initial Tariffs, any failure by the Licensee to submit its proposed Tariffs to the Supreme Council for review, approval or to provide the required notice to Customers in accordance with these provisions shall be considered a violation of this License and be subject to the imposition of appropriate sanctions or penalties. Where justified under the circumstances, the Supreme Council may also order the Licensee to officially withdraw the Tariff, or provide refunds or other compensation in an appropriate form to affected Customers or Customer groups. The Supreme Council may also release from or re-impose obligations in respect of particular markets or price categories.

## Annex I Glossary, acronyms and abbreviations

ARF	Applicable Regulatory Framework
CD	Consultation Document
CPE	Customer Premise Equipment
CRF	Compound Risk Factor
CSR	Corporate Social Responsibility
Day	Refers to a calendar day and not working day, unless specifically mentioned
<i>de minimis</i>	De minimis is a Latin expression meaning about minimal things, normally in the <i>locutions de minimis non curat praetor</i> ("The praetor does not concern himself with trifles") or <i>de minimis non curat lex</i> ("The law does not concern itself with trifles"). <sup>23</sup>
DSP	Service Providers who have been designated as dominant and those who are treated as dominant within their Individual License
DOPP	Director of Public Prosecution
Executive By-Law	Executive By-Law for the Telecommunications Law 2009
ETR	Easy to Remember Number
FAC	Fully Allocated Cost
FTR	Fixed Termination Rate
HCA	Historical Cost Accounting
ictQATAR	The Ministry of Information and Communications Technology
IDD	International Direct Dialing
Individual License	A License granted to a particular person in accordance of the provisions of chapter three of the Telecommunications Law
IOT	Inter Operator Tariff
Inter Alia	Among other things
MDDD	Market Definition and Dominance Designation
MOR	Mobile Origination Rate
MTR	Mobile Termination Rate
Public Telecommunications Services	Any form of transmission, emission or reception of signs, signals, writing, text, images, sounds or other intelligence provided by means of a telecommunications network to a third party offered to the public
RAS	Regulatory Accounting System
Relevant Market	As defined by the MDDD process
RMU	Retail Mark Up
SP	Individually Licensed Service Provider
SIM	Subscriber Identity Module

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<sup>23</sup> Wikipedia [http://en.wikipedia.org/wiki/De\\_minimis](http://en.wikipedia.org/wiki/De_minimis)

STB  
Telecommunications Law  
USSD

Set Top Box  
The Telecommunications Law 34 of 2006  
Unstructured Supplementary Service Data - is a protocol used by GSM cellular telephones to communicate with the service provider's computers.  
Wireless Local Access Network

WLAN

## Annex II Tariff Document Template - Consumer

### General Tariff Information

Service Provider Name	Name of Service Provider
Tariff Number	A unique number for identifying this Tariff (To be created by the Service Provider)
Service Name	Generic name (e.g. postpaid mobile) and/or brand name (e.g. Shahry)
Tariff Type	Consumer
Tariff Effective Date	Availability to customers – commencement of service
Tariff Version Number	To be created by Service Provider (promotions are suffixed)

### Tariff Details

Definitions	<i>Definitions of terms used in this Tariff document</i>
Tariff Terms and Conditions	<i>Service specific terms and conditions</i>
Service Description	
Features*	
Charge Rates*	
Service Provider obligations	<i>Which are not included in the SP's General Terms and Conditions, such as service availability and limitations – availability, maximum downtime, mean-time-to-repair, quality of service, speed, throughput, technical and geographical limitations.</i>
Customer obligations	<i>Which are not included in the SP's General Terms and Conditions</i>

### Tariff Version Control

Tariff Version Number	Approval Date	Effective Date	Tariff Modifications
1.00	11/08/2008	18/08/2008	New Tariff
1.01	01/04/2008	10/04/2008	Local call price increase (4.1)
1.01a	06/08/2008	09/09/2008	July promotion for 8 weeks

\* For the ease of administration, those two sections can be combined by the SP

## Annex III Tariff Document Template – Business

### General Tariff Information

Service Provider Name	Name of the Service Provider
Tariff Number	A unique number for identifying this Tariff (To be created by the Service Provider)
Service Name	Generic name (e.g. Business ADSL) and/or brand name (e.g. Shahry) at the Service Provider's discretion
Tariff Type	Business
Tariff Effective Date	Availability to customers – commencement of service
Tariff Version Number	To be created by Service Provider (promotions are suffixed)

### Tariff Details

Definitions	<i>Definitions of terms used in this Tariff document</i>
Tariff Terms and Conditions	<i>Service specific terms and conditions</i>
Service Description	
Features*	
Charge rates*	
Service Provider obligations	<i>Which are not included in the SP's General Terms and Conditions, such as service availability and limitations – availability, maximum downtime, mean-time-to-repair, quality of service, speed, throughput, technical and geographical limitations.</i>
Customer obligations	<i>Which are not included in the SP's General Terms and Conditions</i>
<i>Equipment and technical interfaces</i>	<i>Equipment owned/leased and supplied by the Service Provider, equipment provided by the customer, service demarcation point, standards/specifications of service interfaces.</i>
Service Level Agreement	<i>Including measurable QoS Parameters. For example, service availability and limitations – availability, maximum downtime, mean-time-to-repair, quality of service, speed, throughput, technical and geographical limitations.</i>

### Tariff Version Control

Tariff Version Number	Approval Date	Effective Date	Tariff Modifications
1.00	11/08/2008	18/08/2008	New Tariff
1.01	01/04/2008	10/04/2008	Local call price increase (4.1)
1.01a	06/08/2008	09/09/2008	July promotion for 8 weeks

\* For the ease of administration, those two sections can be combined by the SP

## Annex IV Tariff Modification Form

### General Tariff Information

Service Provider Name	Name of the Service Provider
Tariff Number	As defined by the Service Provider
Base document version number	The version number of the Tariff document (the base document) on which this modification is based
Service Name	Generic name (e.g. Business ADSL) and/or brand name (e.g. Shahry)
Tariff Type	Business/ Consumer
Planned Effective Date	Availability to customers – commencement of service

### Proposed Tariff Modifications

Section Number	Description of change
Section 4.2.7.1.2.1 (modification)	'Shahry Control' customers will be sent SMS alerts when their usage approaches the value of their remaining usage credit, subject to technical limitations.
Section 4.2.7.1.2.3 (addition)	A maximum of five (5) 'Shahry Control' lines can be registered to any one customer.
Section 4.2.7.1.2.2 (deletion)	Deleting the whole section.

### Tariff Modification Version Control

Tariff Modification Version Number	Approval Date	Effective Date	Tariff Modifications
1.00a	11/08/2008	18/08/2008	Local call price increase (4.2) first submission
1.01a	01/04/2008	10/04/2008	Local call price increase (4.2) submission of additional supporting documents
1.02a	06/08/2008	09/09/2008	Local call price increase (4.2) re-submission

## Annex V Pre-Approval Frameworks

### Flash promotions

Flash Promotions are brief, sudden and instant offers which do not exceed two calendar days or 48 hours. ictQATAR believes that one flash promotion per month per destination on average over the calendar year. E.g. in months with multiple holidays of significance for a particular destination country; multiple flash promotions can take place but with no more than 12 per destination in the year in order not to obscure the standard rate card. Promotions will not be cumulative with any other promotions.

In order to avoid possible customer confusion and subsequent complaints, these flash promotions will be available to the complete subscriber base of the relevant brands/Tariffs:

- a) All mobile prepaid mobile customers; and/or
- b) All mobile post-paid mobile customers; and/or
- c) All landline customers

The DSP is free to target its marketing communication to specific sub-sets of these customer groups, but the terms of the Flash Promotion must be available to the complete subscriber base of the relevant brands/Tariffs.

The DSP will limit these Flash Promotions to international IDD service (voice calls, video calls, SMS, MMS) only.

One price applies per IDD service (e.g. QAR 0.90 / min for a voice call) for the whole promotion period and will be clearly communicated.

No discounts / preferred terms will be given depending on usage or a combination of various services.

The DSP is free to offer flash promotions for

- single countries
- zones (e.g. MENA or GCC) - as blended averages and
- worldwide (as blended averages)

The relevant geographic market(s) will be clearly identified in the DSP's marketing messages. In case of a zone offer (region or group of countries) all countries a consumer can reasonably expect to be within this zone will be included. No country can be excluded by e.g. "\* general terms and conditions apply".

For example: In a promotion entitled "MENA", Morocco cannot be excluded, as a customer can reasonably expect Morocco to be included in the MENA region.

All operators in the target geographic market will be included.

All Tariffs of Dominant Service Providers are to be based on cost.

ictQATAR issued a Direction and Instruction on the Introduction of the Regulatory Accounting System (RAS) on the 4th of Dec 2008. This instruction of ictQATAR sets out the currently applicable cost accounting regime. The current cost calculation regime is Fully Allocated Cost (FAC), based on Historical Cost Accounting (HCA). Such costs are currently not available from the RAS.

Therefore, in absence of cost data, the following formulas serve as a proxy for price floors:

International Termination (IDD) service proxy formula for a price floor

Fixed Voice Calls (1 FTR + 1 IOT\_Voice) + 30% retail mark-up +10% CRF uplift

Mobile Voice Calls (1 MTR + 1 IOT\_Voice) + 30% retail mark-up +10% CRF uplift

Mobile Video Calls (1 MTR + 1 IOT\_Video) + 30% retail mark-up +10% CRF uplift  
 Mobile SMS (1 SMSTR + 1 IOT\_SMS) + 30% retail mark-up +10% CRF uplift  
 Mobile MMS (1 MMSTR + 1 IOT\_SMS) + 30% retail mark-up +10% CRF uplift

Submission to ictQATAR must take place at least 2 working days, i.e. full 48 hours, before the launch of each promotion. This submission will contain the basic details such as target audience, charge rates and duration. This will also include the agreed excel file containing the relevant IOTs, simple or blended averages, in order to show that the offer is above the price floors as indicated above.

Prior to the launch of this promotion, the DSP is required to publish the Tariff amendments on their webpage and send the web link to ictQATAR

This Framework can be revoked, amended or altered at any time by ictQATAR in its sole discretion.

The included excel has to be filled in to demonstrate that the proposed retail prices are above cost:



Flash\_cost\_justificati  
on v2.xlsx

	Country	IOT		Traffic split	
	country 1	0.2740	[QAR/min]	100%	expand as needed
	country 2		[QAR/min]		expand as needed
	country 3		[QAR/min]		expand as needed
	country 4		[QAR/min]		expand as needed
	country 5		[QAR/min]		expand as needed
	country 6		[QAR/min]		expand as needed
				100%	
weighted IOT		0.2740	[QAR/min]		don't touch
MTR		0.1662	[QAR/min]		don't touch
Wholesale (IOT+MTR)			0.4402	[QAR/min]	don't touch
retail markup	30%	0.1321	[QAR/min]		don't touch
Retail			0.5723	[QAR/min]	don't touch
Granularity	15%	-0.0746	[QAR/min]		don't touch
Price floor w. granularity			0.4976	[QAR/min]	don't touch
CRF	10%	0.0498	[QAR/min]		don't touch
Price floor w. granularity and CRF			0.5474	[QAR/min]	don't touch
The proposed retail price has to be <b>equal or above</b> this figure					
Propose retail price			0.5500	[QAR/min]	
check			ok		

## Third Party Promotions<sup>24</sup>

These promotions will be provided via 3rd Parties who wish to run promotions and want to buy data services in bulk from an SP to pass on to end-customers.

<sup>24</sup> as per RA-PETA/03-161011

Each promotion, effectively offered by 3rd Parties, is limited to either “Mobile Internet” or “Mobile Broadband” only. In order to benefit from the promotion the end-customer has to take a full subscription to the relevant service.

No discounts / preferred terms will be given depending on usage or a combination of various services.

The duration of each promotion, where the end-customer can subscribe to the service, will not exceed three months. The end-customer can receive from the DSP effectively one month Mobile Internet or Mobile Broadband for free.

Alternatively the duration of each promotion, where the end-customer can subscribe to the service, will not exceed two months. The promotion terms will effectively state “free data till (date)”. The end-customer will receive the service for “free” during this promotion period. Therefore on average the free period is again one month.

The DSP is therefore limited to providing on average one month subscription free of charge to the 3rd Parties per new end-customer, who pass this in turn on to end-customers. The DSP will state this clearly in the agreements between themselves and the 3rd Parties.

The DSP will not subsidise any other part of such promotions.

The DSP will offer non-discriminatory terms to all 3rd Parties. This means that all these 3rd Parties will be able to run these promotions on the same relevant terms with the DSP, but not necessarily at the same time.

No similar or identical promotion will be repeated within six months from the end of each promotion. Running the promotion with different 3rd Parties does not qualify as being an identical or similar promotion, as this enables a staged, non-discriminatory treatment of 3rd Parties.

This pre-approval is for new Mobile Internet and Mobile Broadband end-customers only.

The DSP will not subsidise any handsets/end-customer devices in whatever form or manner. 3rd Parties may determine the final prices for bundles of DSP’s services and devices/end-customer handsets from various manufacturers based on incentive and margin from the DSP and/or equipment manufacturers and distributors.

Submission to ictQATAR should take place at least 3 working days, i.e. full 72 hours, before the start of each promotion. The DSP will submit to ictQATAR:

- 1.) The salient terms of the promotion, setting out inter alia, but not limited to
  - a) Affected Tariff
  - b) 3rd Parties the promotion is run by
  - c) Promotion period
  - d) Terms and conditions of the promotion
  - e) Expected take-up in terms of end-customers figures
  - f) Any other information, which is necessary to describe the character of the promotion sufficiently for Tariff approval and customer information purposes.
- 2.) The promotional material. This has to clearly identify that this is a co-promotion between the DSP and the 3rd Party. In keeping the underlying goal of a co-promotion the logos and company names of the DSP and the 3rd Parties will be displayed in the same size.

On request of ictQATAR the DSP will stop or delay the launch of the promotion immediately. On request of ictQATAR the DSP will immediately supply any requested information, like e.g. but not limited contracts between the DSP and 3rd Parties and detailed take-up figures.

Prior to the launch of this promotion, the DSP is required to publish the Tariff amendments on their webpage and send the web link to ictQATAR

This Framework can be revoked, amended or altered at any time by ictQATAR in its sole discretion.

## De Minimis<sup>25</sup>

These are promotions for “give-aways” of negligible market value. Such promotions should not become a vehicle for the sale of services and/or adjacent products that are below cost or could be construed as anticompetitive and/or distorting the market. The cost standard and the cost base are set by ictQATAR.

Products, which are provided under this framework, are to be offered in combination with publicly accessible events with a duration of no longer than 7 calendar days. This ensures access to products in a non-discriminatory fashion for the general public.

Products offered under this framework are offered effectively for “free”, without payment, on a non-discriminatory basis, without specific conditions (e.g. based on nationality, previous usage, outcome of a game of chance/lottery/draw) to the general public.

If the number of products is limited the Service Provider has to clearly indicate this in the relevant promotional materials.

Only the provision of the Service Provider’s own products is covered by this framework. No co-promotion is possible under this framework.

This framework is intended for the supply of voucher type services. This includes inter alia but not limited to SIM cards, ADSL subscriptions, prepaid cards and USB modems.

This framework is not intended for IDD or local call products (including SMS, MMS, video calls) or other “usage products”.

This framework covers promotions, where the cost or retail price is less than 1% (one percent) of the relevant monthly product revenue. Only reliable ictQATAR approved cost information can be used, otherwise the standard retail value will be used as a proxy for cost. A materially similar promotion under this framework must not be repeated more than 12 times during a period of 12 months.

For each Promotion the Service Provider will submit at least 3 working days, i.e. full 72 hours, before the start of each promotion to ictQATAR:

- (i) Context of the promotion, explaining clearly the background and rational why this promotion will be run
- (ii) Venue and location of the event, which the promotion is based on
- (iii) Duration of the promotion
- (iv) Promotional units and value of these promotional units

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<sup>25</sup> RA-PETA/01-161011

(v) Units and value of the relevant products sold during a typical, recent, month

(vi) Percentage of the promotional units and their value based on the turnover of the typical, recent, month

On request of ictQATAR the SP will stop or delay the launch of the promotion immediately.

On request of ictQATAR the SP will immediately supply any requested information.

## Humanitarian and Disasters<sup>26</sup>

These are promotions needed in case of genuine natural and humanitarian disaster.

This Framework applies to voice and/or video calls, SMS, and MMS only (**Products**).

Immediately following natural and humanitarian disasters the DSP is free to reduce prices for Products to the area impacted by the disasters to a level as the DSP deems to be fit for a period of no longer than two calendar weeks.

Due to the limited geographic scope and time ictQATAR assumes that full cost recovery is made on the total Relevant Market.

On the first working day after the release of such a Promotion the DSP will publish the relevant materials on its webpage and send a link to ictQATAR's Tariff team in e-mail format.

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<sup>26</sup> RA-PETA/01-130311