

### **Terms and conditions of the Cell C CVM Bundles Promotion**

1. Cell C Limited and Cell C Service Provider Company Proprietary Limited shall be referred to as **Cell C** in these terms and conditions.
2. **It is important that you read these terms and conditions carefully and understand them in order for you to participate in the Cell C CVM Bundle Promotion (the “Promotion”).**
3. **All standard terms and conditions of Cell C apply to this Promotion. These can be found at <http://www.cellc.co.za/terms-and-conditions>.**
4. **Additionally, these terms and conditions are subject to the terms and conditions of the subscriber contract, being the “terms and conditions of agreement for the indivisible supply of the services and equipment for individual consumers”.**
5. **IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF TERMS AND CONDITIONS, PLEASE GET IN TOUCH WITH US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE PARTICIPATING IN THIS PROMOTION. YOUR CONTINUED PARTICIPATION IN THE PROMOTION WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.**
6. The Promotion will run from 24 Apr 2021 until 31 Oct 2024, unless otherwise determined by Cell C.
7. All prices and usage rates advertised in these terms and conditions are inclusive of VAT, unless otherwise stated.
8. Important terms and conditions which may limit Cell C’s responsibility or involve some risk for you may be in **bold** including provisions which may limit Cell C’s risk and/or liability, create risk or liability to you, compel you to indemnify Cell C and/or serve as an acknowledgement by you of a fact. You must pay special attention to and carefully note these terms and conditions.
9. The Promotion will be available to selected Prepaid and TopUp customers only, across all tariff plans depending on the customer’s usage and general behaviour and network availability, which selection shall be in the sole discretion of Cell C.
10. The Promotion Bundles are only available via the \*128#, \*141# & \*147# USSD Menu’s and the Cell C App & Portal and via USSD push and not through any other channel. For clarity the Promotion Bundles are being sold under the “All My Specials” menu on our Channels which comprise one or more names, “All-4-Me”, “On Us!”, “My Local Specials”, “Deal of the Day”, “Discount Bundles”, “Super Sale”, “Winter Warmers” and “Double Data”. Selected promotional bundles will also be made available to selected customers through the main Buy Bundles menu on \*147#.
11. The bundles pertaining to the Promotion (“**Promotion Bundles**”) are available as once-off purchases only.

12. The Promotion Bundle is activated immediately on successful purchase.
13. The inclusive value of the Promotion Bundles will be loaded in full on successful purchases.
14. The Promotion Bundles cannot be cancelled or refunded.
15. The validity of the Promotion Bundle purchased will vary depending on the Promotion Bundle purchased as follows:
  - 20-minutes Promotion Bundles will be valid for 20min from time of activation.
  - 1-hour Promotion Bundles will be valid for 60min from time of activation.
  - 2-hour Promotion Bundles will be valid for 120min from time of activation
  - Daily Promotion Bundles will be valid for until midnight on day of activation.
  - 1-Day / 24-hour Promotion Bundles will be valid for 24 hours from time of activation.
  - 2-Day Promotion Bundles will be valid for 48 hours from time of activation.
  - 3-Day Promotion Bundles will be valid until the 3<sup>rd</sup> day from the time of the activation day.
  - 5-Day Promotion Bundles will be valid until the 5<sup>rd</sup> day from the time of the activation day.
  - 7-Day Promotion Bundles will be valid until the 7<sup>th</sup> day from the time of the activation day.
  - 14-Day Promotion Bundles will be valid until the 14<sup>th</sup> day from the time of the activation day.
  - 15-Day Promotion Bundles will be valid until the 15<sup>th</sup> day from the time of the activation day.
  - 30-Day Promotion Bundles will be valid until the 30<sup>th</sup> day from the time of the activation day.
  - 90-Day Promotion Bundles will be valid until the 90<sup>th</sup> day from the time of the activation day.
16. Customers can purchase multiple Promotion Bundles at the same time.
17. Each Promotion Bundle will be a unique instance with its own unique expiry date.
18. The Promotion Bundle with the earliest expiry date will deplete first.
19. Inclusive data in respect of the Promotion Bundle is depleted in 50KB cumulative usages. This means that when the Bundles are used, the Bundles automatically deplete each time at a rate of 50KB per use.
20. Inclusive minutes in respect of the Promotion Bundle is depleted according to price plan. This means that when minutes of the Promotion Bundle is used, the usage is determined according to your existing price plan.
21. In the event that the inclusive value of the Promotion Bundle/s is depleted, additional usage will deplete from any applicable bundle purchased and/or recharged by the customer. Where no bundles are available the usage will be billed for according to the customer's tariff plan.
22. Inclusive value on the Promotion Bundles cannot be transferred to another Cell C customer. **TRANSFER IS NOT APPLICABLE AS THE PROMOTION BUNDLES ARE PROMOTIONAL OFFERS.**
23. The Promotion Bundles cannot be gifted to another Cell C customer.

24. Inclusive value cannot be converted into airtime. This means that any value derived from the use of the Promotional Bundles cannot be converted into airtime.
25. Bonus airtime value or free airtime value may not be used to purchase the Promotion Bundles. Emergency airtime, once loaded by a customer, can be used to purchase the Promotion Bundles.
26. **THE PROMOTION BUNDLES NOT USED BEFORE THE EXPIRY OF THE VALIDITY PERIOD WILL BE FORFEITED. AS SUCH, ROLLOVER IS NOT APPLICABLE AS THE PROMOTION BUNDLES ARE PROMOTIONAL OFFERS.**
27. The nite data available on selected Promotion Bundles is valid between 00:00 and 06:00
28. CVM Socializa TikTok bundles can only be used on the Tiktok social media platform ("**TikTok** platform") only. Any Usage on platforms outside the TikTok platform, app and website and usage when a CVM TikTok bundle has been depleted will be depleted from any other available data bundle. The inclusive value of the CVM TikTok bundle cannot be transferred from one user to another user. Customers will need to have a positive airtime balance or a data bundle to trigger the usage of the bundle.
29. CVM Socializa Facebook bundles can only be used on the Facebook social media platform ("**Facebook** platform") only. Any usage on platforms outside the Facebook platform, app and website and usage when a CVM Facebook bundle has been depleted will be depleted from any other available data bundle. The inclusive value of the CVM Facebook bundle cannot be transferred from one user to another user. Customers will need to have a positive airtime balance or a data bundle to trigger the usage of the bundle.
30. CVM Socializa YouTube bundles can only be used on the YouTube social media platform ("**YouTube** platform") only. Any usage on platforms outside the YouTube platform, app and website and usage when a CVM YouTube bundle has been depleted will be depleted from any other available data bundle. The inclusive value of the CVM YouTube bundle cannot be transferred from one user to another user. Customers will need to have a positive airtime balance or a data bundle to trigger the usage of the bundle.
31. CVM Socializa Instagram bundles can only be used on the Instagram social media platform ("**Instagram** platform") only. Any usage on platforms outside the Instagram platform, app and website and usage when a CVM Instagram bundle has been depleted will be depleted from any other available data bundle. The inclusive value of the CVM Instagram bundle cannot be transferred from one user to another user. Customers will need to have a positive airtime balance or a data bundle to trigger the usage of the bundle. **Using Instagram live will not deplete from the Instagram bundle and will deplete from any available data bundle or will incur additional data charges as per the customer's tariff plan.**
32. CVM Socializa Twitter bundles can only be used on the Twitter social media platform ("**Twitter** platform") only. Any usage outside the Twitter platform, app and website and usage when a CVM Twitter bundle has been depleted will be depleted from any other available data bundle. The inclusive value of the CVM Twitter bundle cannot be transferred from one user to another user. Customers will need to have a positive airtime balance or a data bundle to trigger the usage of the bundle.

33. Any VOIP (video or voice calling) feature on Promotion Bundles will incur additional data costs outside the Promotion Bundle.
34. WhatsApp Boost does not apply to CVM WhatsApp bundles.
35. CVM Anynet Voice Bundles can be used for calling on any local network. For purposes of clarity, Anynet refers to calls between any local network such as Cell C, MTN, Vodacom and Telkom.
36. CVM Onnet Voice Bundles can be used for calling to Cell C subscribers only. For purposes of clarity, Onnet refers to calls between Cell C numbers **only**.
37. All CVM Promotional Bundles containing voice minutes deplete on a per minute basis.
38. 086/087 calls will not be charged from the CVM Anynet or Onnet Voice Bundle minutes.
39. CVM All-In-One bundles are converged bundles containing a mixture of anytime data, Anynet minutes and Onnet minutes. All existing rules around anynet data, anynet voice and onnet voice contained within these T&C's apply here.
40. CVM Day-By-Day bundles are bundles that allocate a daily recurring data allocation with upfront payment. The daily data will be allocated at 00:00:00 each day and will expire at 23:59:59. For bundles containing a nite data allocation, the daily nite data will be allocated at 00:00:00 and will expire at 04:59:59. Unused data will not be carried over to the next day.
41. Weekend Promotion OnNet Minute Bundles are available Friday / Saturday / Sunday only and expire on Sunday at midnight. Weekend Promotion Data Bundles are available on Saturdays and Sundays only and are valid for 48 hours from time of purchase.
42. International Roaming and International Calling is excluded.
43. Prepaid and TopUp customers migrating to a new prepaid and/or TopUp package or tariff plan will have their Promotion Bundles carried over as long as the bundle is still within its validity.
44. Customer's migrating to postpaid will forfeit their bundle and any remaining value. However, any airtime balances (paid for airtime, data bundles, campaign benefits, emergency airtime and airtime share values) will be migrated as well. The only benefit forfeited by migration will be the available Promotion Bundles.
45. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Promotion.
46. Cell C has the right to withdraw this Promotion and/or suspend the Promotion Bundles at any stage, in its absolute and sole discretion. **Customers will not have a claim against Cell C in this event.**
47. **It is important that you understand that all participants in the Promotion indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors (each an "Indemnified Person") against any loss and/or damages, either direct, indirect,**

consequential or otherwise, arising from its participation in this Promotion. Additionally, no Indemnified Person shall be liable to the customer or any third party, in any manner whatsoever, and the customer indemnifies each Indemnified Person accordingly, for –

- a. any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the delivery of the Promotion Bundles or the customer's use of the Promotional Bundles, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and
  - b. any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Cell C network, termination of any licence to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier or service provider, agent or sub-contractor, industrial disputes or any other cause beyond Cell C's reasonable control.
48. CELL C MAY AMEND, MODIFY OR OTHERWISE CHANGE THESE TERMS AND CONDITIONS IN ITS SOLE AND ABSOLUTE DISCRETION FROM TIME TO TIME ON NOTICE TO YOU AND THE AMENDED VERSION WILL BE POSTED ON [HTTP://WWW.CELLC.CO.ZA/TERMS-AND-CONDITIONS](http://www.cellc.co.za/terms-and-conditions) OR MAY BE DISPLAYED IN ANY OTHER MEDIA AS MAY BE COMMUNICATED TO YOU BY CELL C. BY PARTICIPATING OR CONTINUING TO PARTICIPATE IN THIS PROMOTION, YOU AGREE AND UNDERSTAND THAT YOU WILL BE BOUND BY THE AMENDED TERMS AND CONDITIONS. PLEASE NOTE HOWEVER THAT IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS AND CONDITIONS REGULARLY. ANY CHANGES TO THE TERMS AND CONDITIONS ARE EFFECTIVE FROM THE DATE THAT THEY ARE PUBLISHED ON THE ABOVEMENTIONED WEBSITE OR ELSEWHERE IN ANY MEDIA.
49. The Promotion Bundles and any benefits thereto can only be used for private and personal use and cannot be used for commercial purposes. For purposes of clarity, the on-sell of the Promotion Bundles and / or any benefits thereto is strictly prohibited. Failure to adhere to this condition and any other condition of these terms and conditions shall be a breach of these terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits contemplated herein.