

TERMS AND CONDITIONS: CELL C 24 SUMMER COMPETITION (THE “COMPETITION”)

INTRODUCTION

1. This exciting Competition runs from 28 October 2019, in which **“Everyone is a Winner”** and can win fantastic prizes ranging from airtime to data bundles.
 2. All you need to do to enter is purchase a qualifying product bundle and you’ll be eligible to win an instant prize. The more of those bundles you buy, the more times you can become a winner.
 3. Customers can also win a range of prizes from smartphone vouchers to cash.
 4. The Competition comprises of two elements
 - 4.1. **“Buy and Win”** – Customers win an instant prize on the day of purchasing a Cell C qualifying bundle as set out in table 1 below. On top of that, the customer will receive one entry per qualifying bundle purchased in the next day’s 24 Summer Giveaway draw.
 - 4.2. **“24 Summer Giveaway”** – Customers are entered into the daily, monthly and grand draws offering them the opportunity to win from a range of prizes as set out in table 2 below.
 5. **“Buy and Win”** Cell C qualifying product bundles are:
 - 5.1 5-day data Bundles
 - 5.2 1-day data Bundles
 - 5.3 30-day data Bundles
 - 5.4 All-in-One Bundles
 - 5.5 Prepaid Voice Bundles
 - 5.6 Postpaid and TopUp Voice Bundles
 - 5.7 WhatsApp Bundles
 6. **“24 Summer Giveaway”** qualifying entries are:
 - 6.1 Any Buy and Win Customer
 - 6.2 Any new Customer signing up or upgrading a qualifying contract (including Postpaid, TopUp and Fibre).
 - 6.3 Any new and existing Customer who keeps their contract up to date and fully paid up each month.
 7. **“Everyone is a Winner”** refers to a Customer purchasing any of the Buy and Win Cell C qualifying product bundle.
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PRIZES

8. The following prizes can be won in this Competition:

Buy & Win Instant Prizes
On-Net (i.e. Cell C to Cell C) Voice call minutes
SMS's
Data bundles

TABLE 1 – BUY & WIN PRIZES

24 Summer Giveaway Prizes
R3,000 Smartphone Vouchers
R500 Shoprite/Checkers Vouchers
R5,000 Laptop Vouchers
R1,000 Daily Cash Vouchers
R10,000 Monthly Cash Prizes
R25,000 Grand Cash Prizes

TABLE 2 – 24 SUMMER GIVEAWAY PRIZES

COMPETITION RULES

9. The Competition will run from 28 October 2019 at 9:00am to 26 January 2020 23:59pm ("**the Competition Period**"). Entries received after the closing date of the Competition Period and time will not be considered.
 10. This Competition is organised and prizes sponsored by Cell C Limited, with registration number 1999/007722/06 ("**Cell C**").
 11. No prize may be exchanged for cash. Cell C reserves the right to substitute, change or exchange any prize with another prize of similar commercial value without notice, at their sole discretion. You will not have a claim against Cell C should this happen.
 12. Cell C cannot be held responsible for any warranties, guarantees and/or expenses to maintain any prizes outside of the provider's warranties and/or guarantees.
 13. The prizes as advertised in any point of sale or electronic marketing communication are merely for illustrative purposes and may differ at the time of prize giving. Every effort will be made to ensure that the model is of a similar feature and based on availability at the time of dispatch from the manufacturer, but this cannot be guaranteed.
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14. All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited apply to this Competition.
15. All information (including these terms and conditions) relating to this Competition published on any promotional or advertising material or on our website at any time before or during the Competition Period will form part of the terms and conditions of entry.
16. By entering this Competition, all Participants agree to be bound by these terms and conditions, which will be interpreted by Cell C and Cell C's decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.
17. Cell C have the right to withdraw this Competition at any time before the final draw.

WHO CAN ENTER?

18. This Competition is open to all Cell C Retail customers including Prepaid, Postpaid, TopUp and Fibre.
 19. Excluded from the Competition are:
 - 19.1. Migrations between post-paid packages that does not include an upgrade to a 24-month contract.
 - 19.2. Multiple SIM contracts. Only the Master SIM is eligible.
 - 19.3. Corporate, Government, Business or Staff contracts taken out on behalf of a person and listed and paid in the name of a company or department.
 20. This Competition is open to all natural persons who are over the age of 18 years (any persons under the age of eighteen (18) must have their parent/guardian's permission before entering the Competition), in possession of a valid South African ID book or passport and based in South Africa during the Competition Period (the "**Participants/you/your**").
 21. Participants younger than 18 years must have the consent of their parents or legal guardian. The 24 Summer Giveaway prizes will only be released to the winners' parent or guardian.
 22. Directors, members, partners, employees or agents of, or consultants to, Cell C, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are eligible to enter the Buy and Win instant prize giveaway portion of the Competition and not the 24 Summer Giveaway portion of the Competition.
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HOW TO ENTER

23. To participate in this Competition, you must:
- 23.1. Purchase a qualifying Cell C bundle via the Cell C App, Portal, USSD, CRM, Banks and Airtime Distribution Partners (virtual vouchers and pinless recharges)
 - 23.2. Sign up for or Upgrade your contract and keep your contract up to date and fully paid up or keep your current Postpaid, TopUp and/or Fibre contract up to date and fully paid up.
24. **Buy & Win**
- 24.1. You can win one instant prize in Buy & Win for every qualifying bundle purchased.
 - 24.2. Buy & Win prizes must be claimed by playing the 24 Summer game on USSD *107# or <http://24summer.cellc.mobi> on the day on which the qualifying bundle is bought.
 - 24.3. Buy & Win plays are only valid until 23:59:59 on the day that the qualifying bundle was purchased.
 - 24.4. Any plays not claimed are forfeited.
 - 24.5. Only the person (i.e. cellphone number) that made the qualifying purchase can play in the Buy & Win game. The entries are not transferrable to any other customer.
 - 24.6. You can play Buy & Win as many times as you qualify for over the Competition Period.
 - 24.7. The prizes applicable to Buy & Win are summarized in table 1 above.
25. **24 Summer Giveaway**
- 25.1. All Prepaid, Postpaid and TopUp customers will receive a single entry into the next daily draw, next monthly draw and grand prize draw for every qualifying bundle purchased.
 - 25.2. Qualifying existing contract (Postpaid, TopUp and Fibre) customers:
 - 25.2.1 Get one entry into the monthly draw for each month the contract is kept active (i.e. up to date in terms of payment) during the Competition Period.
 - 25.2.2 Get one entry per month into the grand prize draw for each month the account is kept active (i.e. up to date in terms of payment) during the Competition Period.
 - 25.2.3 Get one entry into the next daily (post the renewal being processed), monthly and grand prize draw should they upgrade/renew their contract with Cell C during the Competition Period.
 - 25.3. New contract (Postpaid, TopUp and Fibre) customers:
 - 25.3.1 Get one entry into the next daily (post the activation being processed), monthly and grand prize draw should they sign up
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- for a new contract with Cell C during the Competition Period.
- 25.3.2 Get one entry into the monthly draw for each month the account is kept active (i.e. up to date in terms of payment) during the Competition Period.
 - 25.3.3 Get one entry per month into the grand prize draw for each month the account is kept active (i.e. up to date in terms of payment) during the Competition Period.
 - 25.4 You will only be able to win once per qualifying draw with regards to the prizes set out in table 2 above for daily and monthly prizes, however, all winners of the prizes set out in table 2 above for daily and monthly prizes will be entered into the draw to win the Grand prize set out in table 2 above.
26. Winners will be determined by a random draw. Judges decisions are final and no correspondence will be entered into.
27. Any 24 Summer Giveaway prize that is not claimed within a period of 30 calendar days from the date of that the prize SMS is issued (the “**Redemption Period**”) for whatever reason will be forfeited after the expiry of the Redemption Period.

DETERMINATION OF WINNERS

28. You will be contacted by Cell C or Cell C’s authorised agent, within seven (7) calendar days of each of the 24 Summer Giveaway draws. You agree that should Cell C be unable to contact you in this time frame, you will forfeit the prize, and shall have no claim against Cell C in this event.
29. Should a winner not be available on the contact number provided or cannot be contacted within (2) two days of the first attempt by Cell C, or should a winner reject, forfeit or decline acceptance of the prize, that winner’s right to the prize will be deemed to have been waived and the prize will be forfeited. Cell C thereafter reserve the right to award the prize to an alternate winner selected in a subsequent draw.
30. All risks and ownership of the prizes shall pass to winners upon transfer or collection, as well as Cell C’s obligations in regard to this Competition.
31. The judges' decision is final. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths conducts the draws and this will be reported on Cell C’s internal audit reporting procedures.
32. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
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33. If you are winner, Cell C may ask you if we can publish your name and photograph at no cost to you, for any advertising, promotional, print, point of sale or public relations material for a period of 12 (twelve) months from the end of the Competition Period. You are entitled to say no to this request.
 34. Cell C cannot be held liable for the interception or loss of your personal information while transmitted, stored or processed across the internet, including social media sites and assumes no liability for any such interception or loss.
 35. Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
 36. All Participants and winners indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors against any loss or damages, either direct, indirect, consequential or otherwise, arising from its participation in this Competition. Prior to awarding the prize, Cell C may require you to sign such an indemnity.
 37. Cell C reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, the winner has contravened any of these terms and conditions, acted fraudulently with regards to the Competition, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever, if after first being contacted by Cell C or its authorized agent, is not reachable, or the winner fails to provide Cell C or its authorized agent with the required information to hand over the prize. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
 38. Prize winners will be required to provide Cell C with their names and identity numbers in terms of the Consumer Protection Act and they will be required to sign an acknowledgement of receipt of their prize.
 39. Cell C may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you and the amended version will be displayed in the same media as these terms and conditions. By participating or continuing to participate in the Competition, you agree and understand that you will be bound by the amended terms and conditions.
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PRIZE REDEMPTION PERIOD

40. Buy & Win instant prizes

- 40.1 Buy & Win prizes must be claimed by playing the 24 Summer game on USSD *107# or <http://24summer.cellc.mobi> on the day on which the qualifying bundle is bought.
- 40.2 Buy & Win plays are only valid until 23:59:59 on the day that the qualifying bundle was purchased.
- 40.3 Any plays not claimed on the day on which the qualifying bundle is bought are forfeited.
- 40.4 Buy & Win instant prizes will be automatically loaded on the winner's account on the day that the instant prize is won.
- 40.5 Each Buy & Win instant prize will have its own validity period linked to the bundle which is won. For example, if a winner wins a 30 day Whatsapp bundle, such bundle will be valid for a period of 30 days from the date on which the bundle is loaded on the customer's account.

41. Daily Voucher Prizes

- 41.1 The Prize Voucher SMS is valid for 30 (thirty) calendar days from date of issue ("**Voucher Period**") enabling the Participant to log onto the online redemption platform.
- 41.2 In the event that the Participant does not log onto the online redemption platform within 30 (thirty) calendar days from date of the Prize Voucher SMS issue, the Prize will be forfeited.
- 41.3 The Participant will be required to enter in a One Time Pin (OTP) that will be sent to the MSISDN that was awarded the Prize.
- 41.4 The Voucher Period may be extended at the sole discretion of Cell C.
- 41.5 Once the Participant has redeemed the reward on the online redemption platform their Prize will have a period of time to redeem their reward at the Prize partner, as per the below:
 - 41.5.1 Takealot.com – 3 (three) months to use their Takealot.com Coupon on the Takealot.com website.
 - 41.5.2 Shoprite/ Checkers – 2 (two) years to use their Shoprite/ Checkers voucher at any Shoprite or Checkers store.

- 42. Daily Cash Prizes ABSA CashSend – The Participant has 30 (thirty) calendar days to go to the ABSA ATM and draw the full value of their cash in one transaction from the date that the ABSA Cash Send SMS was sent. You do not need to be an ABSA customer to make use of this service, it is a cardless service based upon a voucher.
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- 43. Monthly Cash Prizes - The Participant will be required to send back the completed forms and supporting documents as detailed in Clause 8.3.1 within five (5) business days of the forms being sent to them.
- 44. Grand Cash Prizes - The Participant will be required to send back the completed forms and supporting documents as detailed in Clause 8.3.1 within five (5) business days of the forms being sent to them.

PRIZE QUALIFICATION AND CLAIMING PROCESS

- 45. Only selected Cell C Prizes will be included in the daily and monthly draws.
- 46. No claims for the Prize will be accepted or processed 30 calendar days after the Prize Voucher has been issued.
- 47. Only original and valid Prize Voucher codes will be accepted for the redemption of Prize.
- 48. Proof of purchase of the Prize may be required as part of the voucher claims process.
- 49. A Prize Voucher can only be claimed once.
- 50. Should there be any dispute in this regard, Cell C shall be sole adjudicator of the dispute and its decision shall be final.
- 51. Prizes can only be claimed within the Republic of South Africa.
- 52. The Prize is not transferable. No substitution, cash redemption (in the case of non-cash rewards), or assignment of the vouchers are permitted.

DAILY PRIZES

- 53. **Takealot.com Coupon**
The takealot.com coupon entitles the Participant to a coupon to the value of R3,000 to use towards the purchase of a Smartphone or R5,000 to use towards the purchase of a laptop (depending on the prize issued), with the following conditions:
 - 53.1. A takealot.com coupon will be allocated to the winning Participant via SMS. Any Participant who has unsubscribed from receiving marketing SMSs will not receive the SMS and it is the Participant's responsibility to notify Cell C within 48 hours that it has unsubscribed from receiving marketing SMSs. Cell C shall not be held responsible for SMSs not received by Participants.
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- 53.2. The Participant will be required to click on the link in the SMS and enter in the unique code to access the prize redemption platform.
 - 53.3. Once the Participant has accessed the prize redemption platform they will be sent a One Time Pin (OTP). The OTP will be sent to the MSISDN that was sent the initial prize SMS.
 - 53.4. The Takealot.com Coupons are only available for use on the takealot.com website towards the purchase of qualifying products (namely a smartphone or a laptop, as the case may be) found on www.takealot.com.
 - 53.5. Takealot.com Coupons are valid for three months from date of issue.
 - 53.6. If a Takealot.com Coupon has not been used within that period, it will expire and be forfeited.
 - 53.7. If the full value of the Takealot.com Coupon is not used in a single transaction, the remaining value of the Takealot.com Coupon will be forfeited.
 - 53.8. If the value of the purchase is more than the value of the Takealot.com Coupon the Participant will be required to pay in the difference.
 - 53.9. Takealot.com Coupons cannot be used to buy Gift Vouchers or other coupons, and cannot be exchanged or refunded for cash or credit. Takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a Takealot.com Coupon.
 - 53.10. A unique Takealot.com Coupon can only be used once.
 - 53.11. Only one Takealot.com Coupon can be used per order.
 - 53.12. Takealot.com Coupons may not be used in conjunction with any other reward, coupon, voucher or discount.
 - 53.13. A Takealot.com Coupon must be used at check-out – it cannot be used later on existing orders.
 - 53.14. The value of the Takealot.com Coupon will be set off against the value of the Participant's shopping basket, if the value of the basket is higher than the value of the Takealot.com Coupon, the Participant will be required to pay in the difference. If the value of the basket is less than the value of the Takealot.com Coupon, the Participant will forfeit the remaining value of the Takealot.com Coupon.
 - 53.15. The Takealot.com Coupons will be ringfenced to certain categories on the Takealot.com website and the Participant may only purchase products within that category. No other product will be eligible for purchase on the Takealot.com website using the Takealot.com Coupon.
 - 53.16. Takealot.com Coupons do not accrue interest and are not refundable for cash once purchased.
 - 53.17. Takealot.com is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Takealot.com Coupon, after it has been SMSed to you or the MSISDN nominated by you.
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53.18. If for any reason a Takealot.com Coupon does not reflect on the final amount due at check-out, the Participant can contact Takealot.com on (<https://secure.takealot.com/help>) to confirm if the Takealot.com Coupon is still valid. If takealot.com confirms that the Takealot.com Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Takealot.com Coupon, or you can use the Takealot.com Coupon on your next order within the limitations of the specific Takealot.com Coupon's terms and conditions.

54. **Shoprite/Checkers vouchers**

The Shoprite/Checkers Voucher entitles the Participant to a voucher to the value of R500, with the following conditions:

- 54.1. Each Shoprite/Checkers Voucher is valid for 2 (year) from date of issue.
- 54.2. If the Shoprite/Checkers Voucher has not been used within that period, it will expire and be forfeited.
- 54.3. If the full value of the Shoprite/Checkers Voucher is not used in a single transaction, the remaining value of the Shoprite/Checkers Voucher will be forfeited.
- 54.4. If the value of the purchase is more than the value of the Shoprite/Checkers Voucher the Participant will be required to pay in the difference.
- 54.5. Shoprite/Checkers Vouchers can only be used once in a single purchase.
- 54.6. Only one Shoprite/Checkers Voucher can be used per purchase.
- 54.7. The Shoprite/Checkers Voucher is governed by the Shoprite Checkers voucher terms and conditions which may be obtained directly from Shoprite/Checkers.
- 54.8. The Shoprite/Checkers Voucher is not transferable and may not be substituted or exchanged for cash or anything else.

55. **Cash**

The Cash prize entitles the Participant to a R1 000 cash sent via ABSA CashSend, with the following conditions:

- 55.1. The Participant will be sent a banking indemnity within 1 (one) day of the second call.
 - 55.2. The Participant will be sent two (2) ABSA CashSend SMSes:
 - 55.2.1. The first SMS will contain a 10 digits ABSA PIN
 - 55.2.2. The second SMS will contain a SMS with a 6 digit PIN
 - 55.3. The Participant will be required to go to an ABSA ATM select the ABSA CashSend option and follow the prompts.
 - 55.4. The two (2) PINS are only valid for one transaction and the full value of the ABSA CashSend voucher must be redeemed in one single transaction.
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- 55.5. If the full value of the ABSA CashSend is not redeemed, the Participant will forfeit the remaining value of the ABSA CashSend.
- 55.6. The ABSA CashSend PINS will be valid for thirty (30) calendar days from date of sending.
- 55.7. If the ABSA CashSend has not been used within that period, it will expire and be forfeited.
- 55.8. The winner does not have to bank with ABSA in order to redeem this prize. It is a cardless process which works on the PIN codes which will be sent to the winner.

MONTHLY PRIZES

56. Cash

The Cash Prizes entitles the Participant to a R10 000 Cash Prize (depending on the Prize issued), with the following conditions:

- 56.1. The winners will be contacted via phone and will be send an email containing a banking indemnity form and a consumer contact form.
- 56.2. The winner will be required to send back the completed indemnity form, completed consumer contact form and a bank stamped letter confirming their banking details within five (5) business days of being contacted. Should the winner fail to do so, the winner will forfeit the prize and a new winner will be drawn.
- 56.3. The winner will receive payment into the bank account details provided within seven (7) business days of the completed forms and bank stamped letter being sent back.
- 56.4. A Proof of Payment will be sent to the winner on request.

GRAND PRIZES

57. Cash

The Cash Prizes entitles the Participant to a R25 000 Cash Prize (depending on the Prize issued), with the following conditions:

- 57.1. The winners will be contacted via phone and will be send an email containing a banking indemnity form and a consumer contact form.
 - 57.2. The winner will be required to send back the completed indemnity form, completed consumer contact form and a bank stamped letter confirming their banking details within five (5) business days of being contacted. Should the winner fail to do so, the winner will forfeit the prize and a new winner will be drawn.
 - 57.3. The winner will receive payment into the bank account details provided within seven (7) business days of the completed forms and bank stamped letter being sent back.
 - 57.4. A Proof of Payment will be sent to the winner on request.
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LIMITATION OF LIABILITY

- 58. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law, the Participant hereby indemnifies Cell C against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise.
- 59. Cell C excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).
- 60. All personal information exchanged with the usage of 3rd party applications will not be monitored or controlled by Cell C. The Participant bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The Participant understands and agrees to indemnify Cell C from all liability arising from whatsoever nature in respect any prize.

GENERAL

- 61. In accordance with the confidentiality policies and practices of Cell C, none of the entry details of any Participants in this Competition will be disclosed or used by Cell C for any purposes other than for processing the prizes.
 - 62. Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
 - 63. Participants acknowledge and accept that the Cell C shall utilise a third-party agent to contact the Participant to arrange delivery. In order to affect the contacting and delivery process, Cell C shall provide the Participant's information to such third-party agent.
 - 64. Details of Participants will not be used for Cell C related communication unless the Participant opts-in to receive further communication from Cell C.
 - 65. Cell C may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on its website www.CellC/TermsandCondition. The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
 - 66. Cell C reserves the right, at any time, to verify the validity of Participants (including a Participant's identity, age and place of residence) and to reject any Participant who has not agreed to these Terms and Conditions. Errors and
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omission may be accepted at the Cell C's discretion. Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.

67. If any prize is interfered with in any way or is not capable of being claimed as reasonably anticipated due to any reason beyond the reasonable control of Cell C, including but not limited to technical difficulties, unauthorized intervention or fraud, Cell C reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
 68. Save as permitted by law, Cell C reserves the right to cancel, suspend or terminate any prize, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on Cell C's website www.CellC/TermsandCondition. No liability shall lie against Cell C in favour of any Participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore the Participant waives his/her right which they may have against Cell C and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against Cell C.
 69. The awarding of prizes are governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
 70. Any dispute or claim arising out of or in connection with this Competition shall be governed by and construed in accordance with the laws of South Africa.
 71. Cell C accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prizes, but not limited to, stock unavailability, strike, lock out, destruction of Offer on route to winner by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earthquake or other acts of God.
 72. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 72.1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
 - 72.2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
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