

**CELL C LIMITED**

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**Registration Number:** 1999/007722/06

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## **Terms and Conditions of the CELL C “It’s a Win Win Win” Competition**

### **1. General**

- 1.1 It is important that you understand and agree to these terms and conditions in order for you to participate in this **CELL C** Competition (the “**Competition**”).
- 1.2 All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited apply to this Competition.
- 1.3 This Competition is organised by Cell C Limited, registration number 1999/007722/06 (“**Cell C**”).
- 1.4 Prizes are sponsored by Cell C and Samsung.
- 1.5 This Competition is open to all persons who are over the age of 18 years, have a valid South African ID book or passport, and who sign up or upgrade any approved Post-paid 24-month contract between 1 July 2019 and 21 August 2019 in their personal capacity.
- 1.6 Excluded from the Competition are
  - 1.6.1 Migrations between post-paid packages that does not include an upgrade to a 24-month contract.
  - 1.6.2 Multiple SIM contracts. Only the Master SIM is eligible.
  - 1.6.3 Corporate, Government or Business contracts taken out on behalf of a person and listed and paid in the name of the company or department
- 1.7 Directors, members, partners, employees or agents of or consultants to Cell C and Samsung, or their marketing / advertising / sponsorship / activation agencies, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are not eligible to enter the Competition and cannot win prizes.
- 1.8 The Competition will run from 1 July 2019 until 21 August 2019 (the “**Competition Period**”), both days included.
- 1.9 You understand that all information (including these terms and conditions) relating to this Competition published on any promotional or advertising material or on either the Cell C and/or Samsung website at any time before or during the Competition Period will form part of the terms and conditions of entry.

- 1.10 Cell C and Samsung have the right to withdraw this Competition at any time before the final draw.

## 2. Prizes

The prizes that can be won in this Competition are listed in Annexure A hereto and are applicable to any customer who complies with the criteria set out in Section 1 above.

- 2.1 The total value of the prizes amounts to over R3,800,000 (3 million eight hundred thousand rand)
- 2.2 You understand that no prize may be exchanged for cash.
- 2.3 Cell C and/or Samsung reserve the right to substitute, change or exchange any prize with another prize of similar commercial value without notice, in their sole and absolute discretion. You will not have a claim against Cell C and/or Samsung in this event.
- 2.4 It is important that you understand that all participants (and winners) of the Competition indemnify Cell C and Samsung, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss and/or damages, either direct, indirect, consequential or otherwise, arising from its participation in this Competition.
- 2.5 Cell C and Samsung cannot be held responsible for any warranties, guarantees and/or expenses to maintain any prizes outside of the provider's warranties and/or guarantees.
- 2.6 The main prize will include the one tank of petrol, car registration into winner's name, initial licensing and on road costs. This prize does not include any insurance and/or any ongoing annual licensing.
- 2.7 Any required modifications or alterations to the provided main prize will be for the account of the prize winner.
- 2.8 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.

## 3. How to enter and awarding of prizes:

- 3.1 To participate in this Competition, you must:
- 3.1.1 Sign up or Upgrade any approved Cell C post-paid 24-month contract from 01 July 2019 to 21 August 2019 in your personal capacity;
- 3.1.2 Be over the age of 18 years and be in possession of a valid South African ID book or passport;
- 3.1.3 The winner of the main prize must hold a valid South African or International driver's license or nominate a person to receive the main prize who holds a valid South African or International driver's license.
- 3.2 Once you have met all the conditions set out in paragraph 1 above, you will automatically be entered into the Competition.
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- 3.2.1 There are 3 types of draws:
    - 3.2.1.1 Daily draws every weekday for 52 calendar days. Draws will take place daily for all approved contracts uploaded into the Cell C system the day prior. Friday and Saturday winners been drawn and announced at Monday draw;
    - 3.2.1.2 8 weekly draws on 8, 15, 22, 29 July 2019 and 5, 12, 19, 26 August 2019;
    - 3.2.1.3 1 overall draw on or before 31 August 2019.
  - 3.3 Entrants are only eligible to win 1 daily, 1 weekly and the overall prize for the duration of the Competition.
  - 3.4 All entrants that do not win a draw, will be re-entered into the next draw therefore the earlier the post-paid contract is signed the more chances you have to win
    - 3.4.1 All entrants who win a daily black movie voucher will be re-entered into the next draw.
  - 3.5 Entrants winning a black movie voucher, and are not on a MediaPlay package, must understand that data may be consumed from their contract package.
  - 3.6 Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
  - 3.7 Cell C and/or Samsung have the right at any time before the final draw to change the dates or places of the draws (or both). You will not have a claim against Cell C and/or Samsung in this event.
  - 3.8 Any prize that is not claimed within a period of 30 calendar days from the date of the relevant draw (the “**Redemption Period**”) for whatever reason will be forfeited after the expiry of the Redemption Period.
  - 3.9 Refer to Annexure A for list of prizes to be given away per daily, weekly and the overall prize and prize winner contact method.
  - 3.10 Prizes will be allocated the winners as follows:
    - 3.10.1 black movie vouchers: within 48 hours of the daily draw. The voucher is valid for redemption up to then last day of the ensuing month i.e. all July winners will expire 31 August and all August winners will expire 30 September.
    - 3.10.2 Voice and Data Bundles: within 48 hours of the daily draw and monthly thereafter for 6 months in total
    - 3.10.3 WhatsApp Bundles: within 48 hours of the daily and monthly thereafter for 12 months in total
    - 3.10.4 Handsets: The winner contacted and handset hand delivered to a valid delivery address as per the signed post-paid contract. The winner must ensure there is someone to receive the handset. Cell C will only attempt 2 deliveries thereafter the winner will need to arrange delivery of the handset.
    - 3.10.5 Contract discount: The 2<sup>nd</sup> to 7<sup>th</sup> billing month of the post-paid contract will be discounted to the Telco (based contract price) value. Any handset portion, value add or over spends will still be billed to the customer. The winner must
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pay for the 1<sup>st</sup> month of billing. Should the winner cancel or reverse the upgrade the discount will cease immediately

- 3.10.6 Samsung Vouchers: The winners will be contacted within 72 hours of the weekly draw and directed to the Samsung Redemption process (Annexure B)
- 3.11 Any prize that is not claimed within a period of 30 calendar days from the date of the relevant draw (the “**Redemption Period**”) for whatever reason will be forfeited after the expiry of the Redemption Period.
- 3.12 Refer to Annexure A for list of prizes to be given away per daily, weekly and the overall prize and prize winner contact method.

#### 4. **If you are a winner:**

- 4.1 You will receive an SMS or Phone call from Cell C or Cell C’s authorised agent, within two to three days of every draw; daily, weekly and the main draw.
  - 4.2 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.
  - 4.3 If you cannot meet all the Competition conditions to Cell C’s satisfaction, you agree that you will not be entitled to the prize and the prize will once again be placed into a separate draw. You will have no claim against Cell C if this happens.
  - 4.4 Should a winner not be available on the contact number provided, or cannot be contacted after three (3) attempts within two (2) days of the first attempt, 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 and/or Samsung thereafter reserve the right to award the prize to an alternate winner selected in a subsequent draw.
  - 4.5 All risks and ownership of the prizes shall pass to winners upon transfer or collection, terminating Cell C’s and Samsung’s obligations in regard to this Competition.
  - 4.6 Cell C confirms that the draws will be overseen by the Cell C Internal Audit department, who will report on the compliance with the rules of the competition as stated in this document.
  - 4.7 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
  - 4.8 If you are winner, Cell C may 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.
  - 4.9 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.
  - 4.10 It is important that you understand that all participants and winners indemnify Cell C and Samsung, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss and/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
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an indemnity.

- 4.11 Cell C and/or Samsung 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.

## ANNEXURE A

Promo	Value per Item	Total Value	Quantity to be won	Comments
<b>MAIN DRAW</b>				<b>1 draw</b>
Car	500000	<b>500,000</b>	1	x1 car
<b>WEEKLY DRAW</b>				<b>8 draws</b>
Samsung Vouchers	50,000	<b>1,200,000</b>	24	x3 vouchers per draw
<b>DAILY DRAW</b>				<b>52 draws</b>
<b>Handsets</b>				
Samsung A10 32GB	2,599	15,594	6	x1 handset per draw
Huawei Y5 32GB 2019	2,599	23,391	9	
Huawei Y7 2019 Edition 32GB Bundle	4,799	28,794	6	
Samsung A50 128GB	6,499	38,994	6	
Huawei P Smart 2019 Edition 64GB Bundle	6,699	40,194	6	
Apple iPhone XR 64GB	15,999	63,996	4	
Apple iPhone 8 64GB	11,999	71,994	6	
Samsung S10 128GB	17,999	89,995	5	
Apple iPhone Xs 64GB	22,299	89,196	4	
Base subscription discount valid for 6 months*	1,536	159,744	104	x2 per draw
Voice Bundles: Any-net minute bundle 90 for 6 months	294	76,440	260	x5 per draw
Data Bundles: Anytime Data 1GB for 6 months	600	156,000	260	x5 per draw
WhatsApp Bundles 1GB valid for 12 months	348	90,480	260	x5 per draw
black Movie Vouchers: up to	45	1,170,000	26,000	x500 per draw
		<b>2,114,812</b>		
<b>Total Value</b>		<b>3,814,812</b>		

\*Average base subscription discount. Actual discount will be based on signed contract value

## ANNEXURE B

### VOUCHER TERMS AND CONDITIONS FOR THE CELL C IT'S A WIN WIN WIN COMPETITION

#### 1. Voucher Period:

- 1.1 The voucher is valid from date of issue until 30 September 2019 ('Voucher Period').
- 1.2 The Voucher Period may be extended or curtailed at the discretion of Samsung.

#### 2. Voucher Qualification and Claiming Process:

- 2.1. Only selected Samsung products ('Qualifying Devices') will be available for voucher redemption. See clause 3 below for Qualifying Devices.
  - 2.2. No claims for the voucher in respect of the Qualifying Device will be accepted or processed after **30<sup>th</sup> of September 2019.**
  - 2.3. Only original and valid voucher codes will be accepted for the redemption of the Samsung product voucher.
  - 2.4. Proof of purchase of the Qualifying Device may be required as part of the voucher claims process.
  - 2.5. Only selected Samsung products will be available for voucher redemption
  - 2.6. Only one voucher per Qualifying Device (identifiable by the unique IMEI number) can be claimed.
  - 2.7. Should there be any dispute in this regard, Samsung shall be sole adjudicator of the dispute and its decision shall be final.
  - 2.8. Vouchers can only be claimed within the Republic of South Africa.
  - 2.9. The participant can only redeem 1 x voucher via the Samsung promotional email address per Qualifying Device.
  - 2.10. Vouchers are only issued to lucky winners of the Cell it's a WIN WIN WIN Competition ('the Competitor')
  - 2.11. Voucher may take up to 48 hours to appear in the participant's email account or SMS to their device with their unique Samsung voucher code and link to the participating products available for redemption.
  - 2.12. The voucher can only be redeemed via the Samsung promotional email address.
  - 2.13. The voucher is not transferable. No substitution, cash redemption, or assignment of the voucher is permitted.
  - 2.14. The voucher is not transferable. No substitution, cash redemption, or assignment of the voucher is permitted.
  - 2.15. The claimant will not be able to pay in any difference if they wish to exceed the voucher value.
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### **3. Qualifying Devices are available for redemption:**

#### **3.1. TV - Models**

- 43RU7100, 49RU7100, 49RU7300, 55RU7100, 55RU7300, 5RU7100, 75RU7100, QA55Q60

#### **3.2. AV - Models**

- HW-N300, HW-N450, HW-N550, HW-N650

#### **3.3. Microwaves - Models**

- ME9114S1, MS405MADXBB, MC32K7055CT

#### **3.4. Dishwasher - Model**

- DW60M9530FS

#### **3.5. Washing Machine - Models**

- WA90H4200SW, WW70J4263GS, WW90K5410UX, WW12K8412OX

#### **3.6. Refrigerator - Models**

- RB29HWR3DSA, RB31HSR3DSA, RS54N3A13S8

### **2. Limitation of Liability:**

#### **2.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:**

- The claimant hereby indemnifies Samsung 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.
- Samsung 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).
- All personal information exchanged with the usage of 3rd party applications will not be monitored or controlled by Samsung. The claimant bares the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The claimant understands and agrees to indemnify Samsung from all liability arising from whatsoever nature in respect to the voucher.
- Data charges may be incurred for downloading Samsung product brochure or completing the online form.
- Network rates apply.

### **3. General:**

#### **3.1. In accordance with the confidentiality policies and practices of Samsung, none of the entry details of any participant in Competition will be disclosed or used**

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by Samsung for any purposes other than for processing the voucher and in accordance with clause 5.4 below.

- 3.2. Data charges may be incurred for downloading the Voucher or Samsung product brochure or completing the online form. Network rates apply.
  - 3.3. Participants acknowledge and accept that the Samsung shall utilise a third-party agent to contact the participant to arrange delivery. In order to affect the contacting and delivery process, Samsung shall provide the participant's information to such third-party agent.
  - 3.4. Details of participants will not be used for Samsung related communication unless the participant opts-in to receive further communication from Samsung.
  - 3.5. Samsung 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 <http://www.samsung.com/za/offer/celc-win-win-win-form/>. The onus rests on the Claimant to constantly check the website for updates to the Terms and Conditions.
  - 3.6. Samsung reserves the right, at any time, to verify the validity of participants (including a claimants' s identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the Samsung's discretion. Failure by Samsung to enforce any of its rights at any stage does not constitute a waiver of those rights.
  - 3.7. If the voucher 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 Samsung, including but not limited to technical difficulties, unauthorized intervention or fraud, Samsung reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
  - 3.8. Save as permitted by law, Samsung reserves the right to cancel, suspend or terminate this Voucher, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on the Organiser's website <http://www.samsung.com/za/offer/celc-win-win-win-form/>. Liability shall lie against the Organiser in favor 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 Samsung and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against Samsung.
  - 3.9. This voucher is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion/competition.
  - 3.10. Any dispute or claim arising out of or in connection with this voucher shall be governed by and construed in accordance with the laws of South Africa.
  - 3.11. Samsung 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 Qualifying Products, but not limited to, stock
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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, earth quake or other acts of God.

- 3.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 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;
  - 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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