

## TERMS AND CONDITIONS: CELL C Switcha Wina! Spin and Win CAMPAIGN

**IMPORTANT NOTICE:** In terms of Section 49 of the Consumer Protection Act 86 of 2009, your attention is specifically drawn to all clauses which are underlined and printed in bold which, amongst others:

- (a) contain a limitation of risk or liability of Cell C Limited and/or its group of companies;
- (b) constitute an assumption of risk or liability by you;
- (c) constitute an indemnification of the Cell C Limited and/or its group of companies, or
- (d) is an acknowledgement of fact by you.

### 1. INTRODUCTION

- a. The Cell C Switcha Wina! Spin and Win Campaign (the “Campaign”) enables customers to be rewarded with spins when the customer recharges, buys data bundles (including AIO and All-4-Me bundles), activates a new line or pays monthly subscription. Customers can then use their earned spins to play the Switcha Wina! Spin and Win game and stand a chance to win exciting prizes as more fully set out in paragraph 8(h) below.
- b. By participating in the Campaign, you agree to be bound by these Terms and Conditions. Further, Cell C refers you to its Privacy Policy on its website ([Cellphone Contracts, Prepaid & Data | C-Fibre \(FTTH\) | Cell C](#)) which will be applicable to the extent that any of your personal information is processed by Cell C pursuant to the Campaign. By participating in the Campaign, you consent to Cell C’s use of your personal information as set out in these Terms and Conditions and Cell C’s Privacy Policy.
- c. Your personal information will be used to enter you in the competition, to manage the competition, to select a winner, to contact the winner(s), for market research and statistical purposes.

### 2. DURATION

- a. The Switcha Wina! Spin and Win Campaign will run from 1 July 2021 to 31 October 2021 (the “**Campaign Period**”).
- b. Cell C Limited (“**Cell C**”) may, in its sole discretion elect to discontinue the Switcha Wina! Spin and Win Campaign at any time during the Campaign Period.

### 3. ELIGIBILITY (Who can enter?)

- a. This Switcha Wina! Spin and Win Campaign is open to:
  - i. all Cell C Retail customers including Prepaid, Postpaid and TopUp/Hybrid.
- b. Excluded from the Switcha Wina! Spin and Win Campaign are:
  - i. Migrations between post-paid packages that do not include an upgrade/renewal;
  - ii. Entry of multiple SIM contracts. Only the Master SIM is eligible;
  - iii. Corporate, Government, Business or Cell C Staff contracts taken out on behalf of a person and listed and paid in the name of a company or department of the contracting entity; and
  - iv. all Cell C Business SME and Corporate customers.

### 4. HOW TO QUALIFY

- a. To participate in the Switcha Wina! Spin and Win Campaign, you must complete any of the qualifying actions below during the Switcha Wina! Spin and Win Campaign Period:
- i. Recharge with Cell C Airtime and/or Bundles (on an existing or new line);
  - ii. Buy a qualifying Cell C bundle (through airtime payment or add to bill);
  - iii. Subscribe to qualifying content (digital) services on the Switcha Wina! Spin and Win Campaign platform (USSD \*127# / [www.cellcwin.co.za](http://www.cellcwin.co.za));
  - iv. Sign up for a new Cell C contract:  
Excluding lines taken out in the name of a Corporate/Government account;
  - v. Upgrade/Renew an existing Cell C contract:  
Excluding lines taken out in the name of a Corporate/Government account

## **5. QUALIFYING BUNDLES**

- a. The bundles listed below will qualify for earning the customer Spins for the Switcha Wina! Spin and Win Campaign:
- i. Data bundles (daily bundle / weekly bundle / monthly bundle / 90-day bundles / 180 day bundles / 365 day bundles)
  - ii. All-in-One bundles
  - iii. WhatsApp bundles
  - iv. Socializa bundles
  - v. All-4-ME bundles
- b. Bundles can be bought from any of the channels below:
- i. Cell C App
  - ii. Cell C USSD
  - iii. Cell C Portal
  - iv. Cell C Stores
  - v. Cell C Customer Care
  - vi. Retail airtime distribution partners
  - vii. Banking channel partners

## **6. QUALIFYING AIRTIME RECHARGES**

- a. Airtime and value recharges made through any channel will qualify the customers to earn Spins for the Switcha Wina! Spin and Win Campaign.
- b. Voucher or pinless recharge (Prepaid & Hybrid) will qualify the customer to earn spins for the Switcha Wina! Spin and Win Campaign.

## **7. SPIN ALLOCATION**

- a. Airtime and/or Bundle recharges and Bundle purchases (through airtime payment or add to bill) will earn Spins - for the Switcha Wina! Spin and Win Campaign - based on the value of the recharge / bundle purchases as per the table below.
- b. Customers who sign up for a new contract or renew their contract will earn once-off Spins post the renewal or new line activation taking effect. The number of Spins allocated is determined by the monthly subscription fee of the contract.
- c. Customers who subscribe to qualifying content services will earn two (2) spins per day that the subscription is successfully billed for. Should the subscription billing fail, the customer will not receive Spins on that day.

d. The more qualifying actions completed by the customer the more Spins they will earn for the Switcha Wina! Spin and Win Campaign.

e. Allocation of spins based on rand value as per below table:

<b>Purchase greater and equals to</b>	<b>Less than</b>	<b>Plays</b>
R5.00	R10.00	1
R10.00	R15.00	2
R15.00	R25.00	3
R25.00	R50.00	4
R50.00	R100.00	5
R100.00	R200.00	6
R200.00	R350.00	7
R350.00	R500.00	8
R500		9

## **8. Switcha Wina! Campaign Spin and Win**

a. Spins earned can be used to Spin the Wheel and win on Cell C USSD, App and mobi.

b. Customers can also Spin and play the game using USSD \*127# or at <http://cellcwin.co.za>

c. Spins are only valid until 23:59:59 on the day that they have been allocated to the customer.

d. Any Spins not used prior to 23:59:59 will be forfeited.

e. Only the person (i.e. cellphone number) that made the qualifying purchase can play in the Spin & Win game. The entries are not transferrable to any other customer.

f. You can play Switcha Wina! Spin and Win as many times as you earn Spins over the Campaign Period.

g. To stand a chance of winning a prize, a customer must first earn Spins (through the actions described above in paragraph 5(a)) AND the customer must play the Spin & Win game. There is no automatic prizes allocated.

h. When playing Spin and Win the following are the possible outcomes:

i. Win a free bundle (as contemplated in clause 10 below)

ii. Win a discounted bundle (as contemplated in clause 11 below)

iii. Not a winner.

## **9. ALLOCATION OF PRIZES**

a. To stand a chance of winning a prize a customer must first earn Spins AND the customer must play the Switcha Wina! Spin and Win game.

b. Not all Spins will result in a customer winning a prize.

c. The prize allocation is random.

- d. Cell C reserves the right to select an alternative winner in the event that it reasonably believes, in its sole discretion, that the winner:
- i. is not eligible to win in terms of these Terms and Conditions;
  - ii. has contravened any of these Terms and Conditions;
  - iii. acted fraudulently with regards to this Switcha Wina! Spin and Win Campaign;
  - iv. acted in a manner that is not in the spirit of this Switcha Wina! Spin and Win Campaign;
  - v. acted in a manner which can be reasonably interpreted as scamming or circumventing the rules of this Switcha Wina! Spin and Win Campaign; and/or
  - vi. failed to provide Cell C or its authorized agent with the required information to hand over the prize within the specified timeframes.

#### **10. FREE BUNDLES**

- a. These are free social data, All-in-One and voice minute bundles.
- b. The validity of the free bundles varies from short validity (i.e. valid for minutes) to monthly validity.
- c. When a customer wins a free bundle it will be automatically loaded onto the customer's account (i.e. the number of the SIM used to play Switcha Wina! Spin and Win Campaign).
- d. These bundles cannot be converted to cash or cancelled.
- e. The inclusive value cannot be transferred to other Cell C customers.
- f. The validity period of the inclusive value cannot be extended – any unused value at the time of expiry will be forfeited.

#### **11. DISCOUNTED BUNDLES**

- a. Discounted bundle offers are valid for the customer to buy for a period of 24 hours from when the discounted bundles are awarded.
- b. The Discounted offer is only applicable to the SIM that was used to play Spin & Win and cannot be transferred to other Cell C customers.
- c. Discounted bundles can be bought from airtime or added to bill (for postpaid customers).
- d. The inclusive value offered on the discounted bundle will be loaded automatically and in full on successful purchases (i.e. once payment is made).
- e. The validity of the discounted bundles varies from short term validity (i.e. valid for minutes) to monthly validity.
- f. Once purchased, the bundles cannot be converted to cash or cancelled.
- g. There are no refunds on discounted bundles purchased.
- h. The inclusive value cannot be transferred to other Cell C customers.
- i. The validity period of the inclusive value cannot be extended – any unused value at the time of expiry will be forfeited.
- j. Customers can see the discounted bundle offers they have won in the Prize Wallet.
  - i. Discount bundle offers which have expired (i.e. older than 24 hours) are still displayed BUT cannot be purchased as they are no longer valid.
- k. All discount bundle prizes will be removed from the Prize wallet 30 days after the prize was won.

## 12. LIFESTYLE PRIZES

- a. The allocation of prizes only applicable until 30 September 2021
- b. Lifestyle prizes include Shoprite / Checkers vouchers (R200 each)
- c. Participants who win a lifestyle prize will receive a unique PIN code and link to a site where they can redeem their prize.
  - i. This will be sent to the participant customer via SMS notification.
  - ii. The SMS will be sent to the number used to participate in the Competition.
- d. The notifications SMS will be delivered to the participant within four (4) working days (96 hours) of the participant winning a lifestyle prize on the Spin and Win game.
- e. Any Participant who has unsubscribed from receiving marketing SMSs will not receive the above notification SMS and it is the Participant's responsibility to notify Cell C within two (2) working days (48 hours) from the time of the participant winning a prize that it has unsubscribed from receiving marketing SMSs. Cell C shall not be held responsible for SMSs not received by Participants.
  - i. You agree that should Cell C be unable to contact you within two (2) working days (48 hours) of the SMS notification being sent to you, you will forfeit the prize, and shall have no claim against Cell C in this event.
  - ii. 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 reserves the right to award the prize to an alternate winner selected in a subsequent draw.
- f. The Prize PIN code SMS is valid for 30 (thirty) calendar days from date of issue ("VoucherPeriod") enabling the Participant to log onto the online redemption platform to redeem the qualifying Prize.
- g. In the event that the Participant does not log onto the online redemption platform within 30 (thirty) calendar days from date of the Prize PIN code SMS issue, the Prize will be forfeited.
- h. 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.
- i. The Voucher Period may be extended at the sole discretion of Cell C.
- j. Once the Participant has redeemed the lifestyle prize on the online redemption platform, their Prize will have a validity period within which to redeem their reward at the Prize partner, as per the below:
  - i. Shoprite/Checkers – which is valid for 12 (twelve) months to use vouchers or gift cards online or in store.
- k. A prize can only be redeemed once.
- l. 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.
- m. Only original and valid Prize Voucher codes will be accepted for the redemption of the Prize.
- n. Should there be any dispute in this regard, Cell C shall be sole adjudicator of the dispute and its decision shall be final.
- o. Prizes can only be claimed within the Republic of South Africa.
- p. The Prize is not transferable. No substitution, cash redemption (in the case of non-cash rewards), or assignment of the vouchers are permitted.

- q. Customers can see all lifestyle prizes they have won with the awarded date in the Prize Wallet.
- r. All lifestyle prizes will be removed from the Prize wallet 30 days after the prize was won.

### **13. SHOPRITE/CHECKERS VOUCHERS**

- a. The Shoprite/Checkers Voucher entitles the Participant to a voucher to the value of R200,00 (Two Hundred Rand), with the following conditions:
  - i. Each Shoprite/Checkers Voucher is valid for 12 (twelve) months from the date of issue.
  - ii. If the Shoprite/Checkers Voucher has not been used within that period, it will expire and be forfeited.
  - iii. 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.
  - iv. 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.
  - v. Shoprite/Checkers Vouchers can only be used once in a single purchase.
  - vi. Only one Shoprite/Checkers Voucher can be used per purchase.
  - vii. The Shoprite/Checkers Voucher is governed by the Shoprite Checkers voucher terms and conditions which may be obtained directly from Shoprite/Checkers.
  - viii. The Shoprite/Checkers Voucher is not transferable and may not be substituted or exchanged for cash or anything else.

### **14. NISSAN NP200 BAKKIES**

- a. The allocation of prizes only applicable until 30 September 2021
- b. Participants who are drawn as winners of the Nissan NP200 Bakkie will be contacted by Cell C, or Cell C's authorised representative, in order to confirm and validate the winners qualification and process the hand over and delivery of the prize to confirmed winners.
- c. The participant will be called by no later than 09h00 on weekdays (excluding public holidays) to inform them of their winning.
- d. Should the participant not answer an SMS will be sent with Cell C's contact details. The participant will need to contact Cell C, or Cell C's authorised representative, on the contact number provided by no later than 16h30 on the same day.
- e. Failure to contact Cell C or Cell C's authorised representative by this time will lead to the prize being forfeited and another winner will be drawn.
- f. The Vehicle Prize entitles the Participant to win 1 (one) Nissan NP200 Bakkie with the following conditions:
  - i. The Participant must be over the age of eighteen (18) years old.
  - ii. The service plan is for a period of 3 (three) years and only covers a millage of 45,000km.
  - iii. No cross border deliveries will be offered.
  - iv. Cell C is not liable for any changing of ownership.
  - v. The Participant will provide the following required registration documents, within five (5) working days from the date the participant is initially contacted by Cell C's representatives:
    - Valid South African ID, South African Passport, International Passport or other legally acceptable form of identification as proof of age; and

- Valid proof of address (this will be used for vehicle registration).
- g. Should the participant not provide the required documents within the timeline (as per the above) they will forfeit their win and Cell C will in its sole discretion decide to allocate the prize to a new winner.
- h. The prize does not include vehicle insurance.
- i. Post receipt of the required registration documents by the Participant, the vehicle will be ready for collection from the closest Nissan dealership after an estimated period of thirty (30) business days.
- j. On handover, it is the responsibility of the winner to ensure they hold a valid South African driver's license or must bring with them a person of their choice who does hold a valid South African driver's license.

## **15. DETERMINATION OF WINNERS**

- a. The winners are determined through a random electronic draw process.
- b. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths has approved the draw process and mechanics.
- c. Internal Audit will observe and report on the draws, making use of the agreed upon audit approach and procedures.
- d. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
- e. You agree that, should you are win a prize, Cell C may publish your name and photograph in 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 voluntarily consent and agree to this.
- f. 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.
- g. Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
- h. 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.
- i. Prior to awarding the prize, Cell C may require you to sign such an indemnity.
- j. Cell C reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner:
  - i. is not eligible to win;
  - ii. has contravened any of these terms and conditions;
  - iii. acted fraudulently with regards to the Competition;
  - iv. acted in a manner that is not in the spirit of the Competition;
  - v. conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition;
  - vi. 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 fails to provide Cell C or its

authorized agent with the required information to hand over the prize within the specified timeframes.

- k. 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.
- l. 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.
- m. 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.

## 16. GENERAL

- a. Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
- b. 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 at <https://www.cellc.co.za/cellc/terms-conditions>. **No liability shall lie against Cell C in favour of any customer, winner(s) and/or third party arising from such cancellation, suspension or termination. Accordingly, you waive any rights which you may have against Cell C and hereby acknowledge that you will have no right of recourse or claim of any nature whatsoever against Cell C.**
- c. **You hereby agree to 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 your participation in this Switcha Wina! Spin and Win Campaign.**
- d. **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 any 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, earth quake or other acts of God.**
- e. If any part of or all of the clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - i. 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; or
  - ii. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- f. **Cell C excludes all warranties (express or implied) and representations regarding this Switcha Wina! Spin and Win Campaign (other than liability that cannot be excluded by operation of law) and shall in no way be liable for any direct, special, indirect, or consequential damages or costs, howsoever arising, suffered by you as a direct or indirect result of or in connection with participating in the Switcha Wina! Spin and Win**



**Campaign or utilising any prize awarded pursuant to the Switcha Wina! Spin and Win Campaign.**

**g.. You understand and agree that you will be responsible to ensure that you are aware of the terms and conditions applicable to usage of third party applications and you hold Cell C harmless against any claim for loss or damages which you may have that may result from using third party applications.**

h. Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.

i. Cell C may in its sole discretion amend these Terms and Conditions at any time, without prior 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.co.za/TermsandConditions](http://www.CellC.co.za/TermsandConditions).

j. All enquiries in connection with this Switcha Wina! Spin and Win Campaign should be directed to our Customer Care line on 084135.