

## Terms and Conditions of Cell C Xbox 360 Competition

**(Exclusive to** Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall Cell C Lakeside Mall and Cell C Mall@Carnival) ("Participating Stores")

1. It is important that you understand and agree to these terms and conditions in order for you to participate in the Cell C Xbox 360 Competition (the "**Competition**").
  - 1.1 This Competition is organised by Cell C (Pty) Limited, registration number 1999/007722/07 ("Cell C"). Prizes are sponsored by Cell C.
  - 1.2 This Competition is only valid in South Africa to any bona fide customer who takes out a new Cell C contract as per clause 3.
  - 1.3 All standard terms and conditions of Cell C and Cell C Service Provider (Pty) Ltd apply to this Competition.
  - 1.4 Directors, members, partners, employees or agents of or consultants to Cell C and, or their sponsorship agency, 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.
  - 1.5 **The Competition will run from 20 November 2017 until 20 December 2017 ("the Competition period").**
  - 1.6 You understand that 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.
  - 1.7 Cell C reserves the right to withdraw this Competition, change the prizes or amend the terms and conditions of this Competition at any time before the Competition period is over, in its absolute and sole discretion, on notice to you.
2. **Prizes**
  - 2.1 The prizes that can be won in this Competition are as follows:

- 2.1.1 1 (one) of 5 (five) Xbox 360 Consoles, Valued at R1600 (One Thousand Six Hundred Rand Only)
- 2.1.2 This will be 1 (one) Xbox 360 Console per store for the competition duration.
- 2.1.3 The total monetary value of each of the 5 Xbox 360 consoles in this Competition is R1600 (One Thousand Six Hundred Rand Only).
- 2.2 Prizes may not under any circumstances be exchanged for cash. Cell C reserves the right to substitute or exchange any prize with another prize of similar commercial value without notice, in their sole discretion. You will not have a claim against Cell C in this instance.
- 2.3 The prizes shown in any point of sale, or electronic marketing communication is merely for illustrative purposes and may differ at the time of prize giving. Every effort will be made to ensure that the prizes are similar to that which has been advertised, but will be based on availability of specific prizes at the time of dispatch from the manufacturer.
- 3. **How to enter the Competition and the awarding of prizes:**
  - 3.1 In order to win the Xbox 360, you must sign up for a new Cell C 24-month contract or renew an existing Cell C contract at one of the Participating Stores.
  - 3.2 The new/existing Cell C contract must be taken over a 24 (twenty-four) month period and must be taken through one of the following Participating Stores:
    - 3.2.1 Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall Cell C Lakeside Mall and Cell C Mall@Carnival.
  - 3.3 Once you have validly met all the conditions set out above, you will automatically be entered into a draw for the prizes.
  - 3.4 The draw will take place on the 22nd December 2017, at the Cell C Stores and time to be determined by Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall Cell C Lakeside Mall and Cell C Mall@Carnival in its discretion. The winners will be randomly selected from all the automatic entries received.

- 3.5 Cell C reserves the right, at any time before the draw, to change the dates and/or places and/or time of the draw. You will not have a claim against to Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall Cell C Lakeside Mall and Cell C Mall@Carnival in this event.
- 3.6 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
4. **If you are a winner:**
- 4.1 You will be contacted by to Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall Cell C Lakeside Mall and Cell C Mall@Carnival on behalf of Cell C, within seven (7) days of the draw.
- 4.2 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 Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall, Cell C Lakeside Mall and Cell C Mall@Carnival 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 Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall, Cell C Lakeside Mall and Cell C Mall@Carnival thereafter reserve the right to award the prize to an alternate winner selected in a subsequent draw.
- 4.3 You may be required to produce the SIM card and/or proof of identity, to Cell C's satisfaction, to prove that you are the legal owner of the winning cell number. If you cannot provide proof that you meet all the Competition conditions, to Cell C's satisfaction, you understand that you will not be entitled to the prize and the prize will be placed into a separate draw for an alternate winner. You will have no claim against Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall, Cell C Lakeside Mall and Cell C Mall@Carnival and/or its agents in this instance.
- 4.4 Prizes will not be delivered directly to winners. Winners will be informed by the Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall, Cell C

Lakeside Mall and Cell C Mall@Carnival on when to arrange collection of their prize.

- 4.5 If you are a winner, Cell C and/or Cell C Birch Acres Mall, Cell C East Rand Mall, Cell C Festival Mall, Cell C Lakeside Mall and Cell C Mall@Carnival 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 decline this request.
- 4.6 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.
- 4.7 It is important that you understand that all participants and winners indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors 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.
- 4.8 Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
- 4.9 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.
- 4.10 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.