# Terms and Conditions of the Stay active and Win Promotion

# 1. General

- 1.1 It is important that you understand and agree to these terms and conditions in order for you to participate in the Cell C Promotion (the "Promotion").
- 1.2 All standard terms and conditions of Cell C Limited and TLC Marketing Worldwide (Pty) Ltd apply to this Promotion.
- 1.3 This Promotion is organised by TLC Marketing Worldwide (Pty) Ltd ("**TLC**") and Cell C Limited, registration number 1999/007722/06 ("**Cell C**").
- 1.4 This Promotion is open to all persons who are over the age of 18 years and reside in South Africa.
- 1.5 Directors, members, partners, employees or agents of or consultants to Cell C, 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.
- 1.6 Only customers that received the SMS are eligible to participate in the promotion.
- 1.7 The Promotion will run from 14 November 2017 until 24h00 31 November 2017 ("**the Promotion period**").
- 1.8 You understand that all information (including these terms and conditions) relating to this Promotion published on any promotional or advertising material or on our website at any time before or during the incentive period will form part of the terms and conditions of entry. Cell C also has the right to withdraw this Promotion before the closing date.

### 2. How to participate in the Promotion:

2.1 To participate in this Promotion, you must be a valid Cell C customer, you must have received the SMS communication from Cell C in respect of the Promotion and fulfilled the prescribed requirement as per the SMS.

If you have received the Promotion SMS, you must fulfil all the requirements as set out in the SMS, namely purchasing, recharging with a specific amount before a date and made a call, sent an SMS or used data every day until the specified end date. Once this has been done, you will automatically be entered into the promotion.

# 3. Prizes

3.1 The prizes that can be won in this Promotion are as follows:

Subject to remaining on the Cell C Network for a period of no less than 2\_(two) weeks, qualifying participant in accordance with the Terms and Conditions of this Promotion are able to choose **one of the following Prizes** ("**the Prizes**") when dialling the USSD (\*120\*1127#). Prizes are within the different categories:

- R40.00 (Forty Rand) Soccer Ticket
- R20.00 (Twenty Rand) Nando's Voucher
- R20.00 (Twenty Rand) JET Voucher
- R20.00 (Twenty Rand) Shoprite Voucher
- R100.00 (One hundred Rand) Bus Voucher

The details of the Prizes are fully set out below and shall also be subject to the separate terms and conditions imposed by the relevant Prize partners from time to time.

# R40.00 soccer Ticket

Once the customer has completed the customer journey and selects the R40.00 Soccer Ticket, they will receive an SMS with a unique voucher code and will need to redeem the reward within a period of 1 (one) month. Qualifying customer will need to use the Unique SMS code at any Shoprite store nationwide at the Money Market counter.

Prize(s) cannot be redeemed for cash in part or whole and is non-refundable and non-exchangeable.

Please note that Shoprite terms and conditions apply. The terms and conditions can be found at <u>www.shoprite.co.za</u>

### R20.00 Nando's Voucher

An automated SMS will be sent to the qualifying participant with the Nando's voucher number once the customer redeems the voucher –Once the SMS with the link to the USSD has been received by the participant, they will need to redeem the reward within a period of 1 (one) month.

Unique code is then sent to the participant's phone, that code can be redeemed at all Nando's outlets in South Africa

Please note that Nando's terms and conditions apply. The terms and conditions can be found at <u>www.nandos.co.za</u>

### R20.00 JET Voucher

All Vouchers need to be redeemed by dialling the USSD string, selecting the JET Voucher prize option and a unique code is then sent to the participant's phone and will need to redeem the reward within a period of 1 (one) month... The code can be redeemed at all JET outlets in South Africa

Please note that Edcon/JET terms and conditions apply.

The terms and conditions can be found at www.edcon.co.za

### R20.00 Shoprite Voucher

Voucher need to be redeemed by dialling the USSD string and selecting the Shoprite R20 voucher reward

A unique code is then sent to the participant's phone, that code can be redeemed at all Shoprite outlets in South Africa within the same calendar month of receipt of the unique code.

Please note that Shoprite terms and conditions apply.

The terms and conditions can be found at www.shoprite.co.za

### R100.00 Bus Voucher

Regions/areas that your coaches travel to – Johannesburg, Pretoria, Midrand, Heidelberg, OR Tambo airport, Boksburg, Edenvale, Benoni, Durban, South Coast (Amanzimtoti – Margate), Ulundi, Newcastle, Ladyamith, MB, Harrismith, Nqutu, Mokopane, Polokwane, Harare, Bulawayo, Mutare, Francistown.

Bookings must be done in advance and will need to redeem the reward within a period of 1 (one) month from receipt. Normal terms and conditions of the particular bus company (Intercity) will apply once ticket has been purchased.

Booking process – call in customer care (087 150 1895) or walk into any of the Intercity offices.

If you are under 18 years of age, your parent or legal guardian must claim this prize on your behalf

The terms and conditions can be found at www.intercity.co.za

- 3.2 You understand that no prize may be exchanged for cash. Cell C and/or TLC Marketing Worldwide (Pty) Ltd reserve the right to substitute, change 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 or TLC Marketing Pty (Ltd) this event.
- 3.3 It is important that you understand that all participants (and winners) of the Promotion indemnify Cell C and TLC Marketing Worldwide (Pty) Ltd 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 Promotion.
- 3.4 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.

- 3.5 For any queries on the promotion, please call TLC on 011 676 7706 between 08h30 – 16h30, Monday – Friday (excludes weekends and public holidays) or contact TLC via email on <u>CellC@tlcrewards.com</u>
- 3.5.1 All Prizes partners' terms and conditions, as provided to the customer at the time that the relevant Prize is redeemed shall also apply in respect of such Prize, and the Participant, in redeeming and utilizing the Prize, agrees to such terms and conditions.
- 3.5.2 A validity of 1 (one) month is attached to each Prize, as specified herein or within the terms and conditions of the relevant Prize partner (where applicable), as notified to the Participant at the time of redeeming the Prize.
- 3.5.3 The Prizes may not be allocated if the entry procedures or these Terms and Conditions have not been adhered to, or if the Promoters detect and/or suspect any irregularities or fraudulent practices.
- 3.5.4 The Promoters will continuously monitor any irregular behaviour, whether it be in entries and/or Participant's details. Consequently, any violation or attempt and/or suspicion of violation or irregular behaviour and/or non-compliance with these Terms and Conditions will result in immediate disqualification of the Participant.
- 3.5.5 Cell C and TLC assumes no liability for any entry that may be omitted from this Promotion, for any reason whatsoever.

### 4. If you are a winner

4.1 By accepting the prize you agree that you will be responsible for the all costs, including any taxes, including donations tax, payable to the South African Revenue Services, as a result of you accepting the prize.

- 4.2 All risks and ownership of the prizes shall pass to winners upon transfer or collection, as well as Cell C's and TLC Marketing obligations in regard to this Promotion
- 4.3 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Promotion.
- 4.4 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.
- 4.5 It is important that you understand that all participants and winners indemnify Cell C and TLC Marketing, 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 Promotion. Prior to awarding the prize, Cell C may require you to sign such an indemnity.
- 4.6 Cell C and/or TLC Marketing 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 Promotion, you agree and understand that you will be bound by the amended terms and conditions.