Terms and Conditions of the Cell C Prepaid Data offer- Upfront payment bundles

- 1. It is important that you understand and agree to these terms and conditions in order for you to get access to the Prepaid Data offer.
- 2. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited apply to the Prepaid Data offer.
- 3. All prices and usage rates advertised are inclusive of VAT, unless otherwise stated.
- 4. Standard RICA rules and processes apply. These shall be found at <u>https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf</u>

# Availability and Eligibility

- 5. The Upfront Payment bundles offer is exclusively available to individual customers across Prepaid, Postpaid and TopUp both existing and new customers.
- 6. The Upfront Payment bundles will be available and will continue to be available for an indefinite period unless otherwise communicated by Cell C.
- 7. The Upfront Payment bundles is available for a once-off fee, which shall include data allocated every 30 days over 12 (twelve) instalments (i.e. one every 30 days).
- 8. The Upfront Payment bundles will include a Double Data Promotion. The Double Data Promotion will be available from **09** July 2021 to 31 January 2022.
- 9. Any customer that purchase the Upfront Payment bundles during the promotion period will be allocated doubled anytime Bonus data.
- 10. The doubled bonus data will be allocated every 30 days over 12 months.
- 11. The customer will be allocated an equal amount of the data bundle they have purchased as below table:

Upfront Payment Bundles - Monthly allocation x12						
Prepaid Plan	Price	Data allocation (MB)	Doubled Data (MB)	Frequency	Allocation Month	Carry over
100MB	R129	100	100	Every 30 days	12	30 days
200MB	R199	200	200	Every 30 days	12	30 days
500MB	R399	500	500	Every 30 days	12	30 days
1GB	R799	1024	1024	Every 30 days	12	30 days
2GB	R1,299	2048	2048	Every 30 days	12	30 days

- 12. The Upfront Payment bundles will only be available for sale on the following Platforms;
  - 8.1. \*147# USSD Menu,
  - 8.2. Cell C Mobile APP,
  - 8.3. Cell C Web Portal and
  - 8.4. Through Cell C Company owned and branded stores.

Purchase/Activation

- 13. The Upfront Payment bundles will be activated immediately on successful purchase.
- 14. The initial / first bundle is allocated after successful activation of the Prepaid Data and is valid for 30 days thereafter.
- 15. The 11 subsequent monthly data will be allocated at 00h00:00 on the 1st day of the next cycle, and each data allocation is valid for 30 (thirty) days
- 16. The Upfront Payment bundles cannot be converted to airtime.
- 17. There are no cancellations or refunds on successfully purchased Upfront Payment bundles.
- 18. Upfront Payment bundles cannot be gifted to another Cell C customer (i.e. purchased for another Cell C customer).
- 19. The inclusive data offered on the Upfront Payment bundles can be rolled over as per Cell C rollover rules.
- 20. The inclusive data offered on the Upfront Payment bundles can be transferred as per Cell C transfer rules.
- 21. Prepaid and Hybrid customers can pay for the purchase of the Upfront Payment bundles from their available Airtime balance or pay using an appropriate card on certain Cell C channels.
- Postpaid customers can have the cost of the Upfront Payment bundles purchase added to their monthly Cell C bill (subject to the customer's account being up-to-date and the customer having sufficient spend available on the account).
  The cost of the purchase will be collected at the payt bill run and will not be collected.

19.1. The cost of the purchase will be collected at the next bill run and will not be split over the remaining contract term.

- 23. Postpaid customers who have reached their BML (Bill Monthly Limit) or threshold (soft locked) will not be able to add the purchase to their bill until the BLM threshold is reset.
- 24. Customers who are hot lined will not be able to purchase the Upfront Payment bundles until their account is paid and the status back to active.

#### Usage

- 25. All Data usage, from the time of activation until expiry or depletion (whichever comes first) will be deducted from the balance of the Upfront Payment bundles.
- 26. The inclusive data offered on the Promotion:
  - 23.1. Can be used for local usage within South Africa only.
  - 23.2. Can be used anytime of the day.
  - 23.3. Can be used for any internet usage.
- 27. Data will deplete in 25KB increments.
- 28. Where a customer has multiple anytime data bundles loaded the bundle with the earliest expiry date will be depleted first.
- 29. Once the inclusive data allocation is depleted additional Internet usage will deplete from any available and applicable data bundle or may be charged for at the rate of the plan the customer is on.

#### Validity

- 30. The inclusive Data is valid until 23h59:59 on the 30th day.
- Unused inclusive data will be automatically carried over / rolled over for an additional 30 days, thereafter any unused data can be rolled over using the Cell C rollover service.

- 32. The Data that is automatically carried over may not exceed two times the allocated value of the respective monthly allocation plan (e.g. on 100MB allocation customer can have a maximum included data balance of 200MB).
- 33. Data carried over will expire at the end of the next 30 day cycle.
- 34. Carried over data will have a higher priority and will deplete before the newly allocated volume. (i.e. earliest expiry will deplete first).

# Migrations

- 35. Customer migrating from Prepaid to another Prepaid plan OR to a TopUp plan will have their bundle balance carried over as long as the bundle is still within its validity period and there is a data balance remaining.
- 36. Customer migrating from a Postpaid plan to another Postpaid plan will have their bundle balance carried over as long as the bundle is still within its validity period and there is a data balance remaining.
- 37. Customers migrating from any of the options below will forfeit any remaining bundle balance at the time of migration:
  - 32.1. Prepaid to Postpaid,
  - 32.2. TopUp to Postpaid,
  - 32.3. Postpaid to Prepaid and
  - 32.4. Postpaid to TopUp.

### General

- 38. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Prepaid Data offer.
- 39. Cell C has the right to withdraw this Prepaid Data offer at any stage, in its absolute and sole discretion.
- 40. It is important that you understand that all participants in the Prepaid Data offer indemnify Cell C and 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 Prepaid Data offer.
- 41. 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 this Prepaid Data offer you agree and understand that you will be bound by the amended terms and conditions.