

TERMS AND CONDITIONS: CELL C CLUB PLATFORM

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 Cell C Limited and/or its group of companies, or
- (d) is an acknowledgement of fact by you.

1) INTRODUCTION

- a) The Cell C Club enables customers to win exciting prizes when playing earned/free plays (the "Campaign").
- b) Customers can use their daily or earned plays to play the game and stand a chance to win exciting prizes, as more fully set out below.
- c) The Campaign is organised by and prizes are sponsored by Cell C Limited, with registration number 1999/007722/06 ("Cell C").
- d) PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS. IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF THE TERMS AND CONDITIONS, PLEASE CONTACT US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS CAMPAIGN. YOUR CONTINUED PARTICIPATION IN THE CAMPAIGN WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE APPLICABLE TERMS AND CONDITIONS.
- e) All standard terms and conditions of Cell C and Cell C Service Provider Company Proprietary Limited apply to this Campaign which can be found at: <https://www.cellc.co.za/cellc/terms-conditions>.
- f) By electing to participate in the Campaign the Customer consents that its personal information may be used to manage the Campaign, to select a winner, to contact the winner(s), for market research and statistical purposes and for marketing and PR purposes.

2) DURATION

- a) The Cell C Club "Summer" promotion will run from 25 October 2024 at 00h00 to 28 February 2025 at 23h59 (the "**Campaign Period**").
- b) Cell C may in its sole discretion elect to discontinue the Campaign at any time during the Campaign Period.

3) CAMPAIGN RULES

- a) No prize may be exchanged for cash.
- b) **Cell C reserves the right to substitute, remove, change or exchange any prize with another prize of similar commercial value without notice, at their sole discretion. You will not have a claim against Cell C should this happen.**
- c) Cell C cannot be held responsible for any warranties, guarantees and/or expenses to maintain any prizes outside of the prize provider's warranties and/or guarantees.
- d) The prizes as advertised on any point of sale or electronic marketing communication are merely for illustrative purposes and may differ at the time of prize giving.

4) ELIGIBILITY

- a) The Cell C Club promotion is open to all Cell C retail customers including Prepaid, Postpaid, TopUp/Hybrid, EBU and Broadband (excluding Home Connecta Fibre) who are:
 - i) natural persons;
 - ii) not excluded from the Campaign as per clause 4(b) below;

- iii) over the age of eighteen (18) years. Any persons under the age of eighteen (18) years must have their parent/guardian's permission before entering the Campaign);
 - iv) in possession of a valid South African ID book or passport; and
 - v) based in South Africa during the Campaign Period (the "**Participant/you/your**").
- b) Excluded from the 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, FTTH 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;
 - iv) Cell C Business SME and Corporate customers;
 - v) Off-Net (non-Cell C) customers;
- c) Participants younger than 18 (eighteen) years must have the consent of their parents or legal guardian. In the event that a person younger than 18 years wins a prize, said prize will only be released to the winners' parent or guardian.
- d) Directors, members, partners, employees or agents of, or consultants to, Cell C, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are NOT eligible to enter the Campaign.

5) PLAY ALLOCATION

- a) Eligible customers will receive one free daily play to participate in the Campaign. In addition to the one free daily play, more plays can be earned by these customers every time they perform certain qualifying actions during the Campaign Period, namely:

5.1) Prepaid

- i) Purchase a bundle from the My Connecta Deals menu:
 - (1) Purchase bundle with value more than R0 up to R10 (1 play expires at midnight);
 - (2) Purchase bundle with value more than R10 up to R20 (2 plays expires at midnight);
 - (3) Purchase bundle with value more than R20 up to R30 (3 plays expires at midnight);
 - (4) Purchase bundle with value more than R30 up to R40 (4 plays expires at midnight);
- ii) Purchase bundle with value more than R40 (5 plays expires at midnight); Opt in to All my Rewards platform (1 plays expires at midnight)
- iii) Reach your All My Rewards recharge threshold (2 plays expire at midnight);
- iv) Other plays may be awarded at the discrepancy of Cell C;

5.2) Postpaid/Hybrid

- i) Bill payment on Post-paid, Hybrid, Post-paid Broadband, and Hybrid Broadband (1 plays expires in 7 days);
- i. Bill payment on Post-paid, Hybrid, Post-paid Broadband, and Hybrid Broadband (1 play expires in 7 days);
- SIM Activations & Contract Renewals:
 - Elevate 1 (1 play expires in 7 days);
 - Elevate 2 (1 play expires in 7 days);
 - Elevate 3 (1 play expires in 7 days);
 - Elevate 4 (1 play expires in 7 days);
 - Smartdata 5GB (1 play expires in 7 days);
 - Smartdata 10GB (1 play expires in 7 days);
 - Smartdata 30GB (1 play expires in 7 days);
 - Smartdata 50GB (1 play expires in 7 days);
 - Smartdata 100GB (1 play expires in 7 days);
 - All Other Contracts (1 play expires in 7 days);
 - All Pinnacle Contracts (1 plays expires in 7 days);

Purchase an Elevate Bolt On Bundle (1 plays expires at midnight);

- b) The more qualifying actions completed by the Customer, the more plays they will earn in the Campaign.

6) PLAY & WIN

- a) Game plays (free or earned) can be used to Play and win on Cell C USSD, App and mobi.
- b) Customers can play the game using USSD *123#, *123#, *127# or via the App or cellcwin.co.za.
- c) Free Plays are only valid until 23:59:59 on the day they have been allocated to the customer and earned plays expire according to clause (5a) above.
- d) Only the Customer (i.e. cell phone number) that made the qualifying purchase can play in the Cell C Club Platform. The entries are not transferable to any other Customer.
- e) Customers can play the game as many times as they earn plays over the Campaign Period.

7) The Vault

- a. The Vault will run from Wednesdays at 00:00:00 and close on Tuesdays at 23:59:59
- b. Each day that a customer plays the daily game at least once, the vault value for that day will be banked and will form part of the total claimable value.
- c. A daily play on any channel (USSD, App & Mobi(cellcwin.co.za)) will complete the banking of that day's vault value including Tuesdays.
- d. The option to claim your vault value will only open on a Tuesday and a Wednesday.
- e. When playing on USSD with a claimable vault customers will receive an SMS with a link where they can claim their value in the App/Mobi.
- f. Customers will only be able to claim their weekly vault value in the App/Mobi(cellcwin.co.za) they will not be able to claim it on the USSD.

8) Cell C Stickers

- a) **Sticker Earning**
 - i. Every completed play will be rewarded with one sticker into their sticker balance.
 - ii. A customer may also win sticker bundles.
- b) **Sticker Depletion**
 - i. When utilizing stickers to activate perks with the applicable sticker cost.
 - ii. For the first run of the campaign, our first sticker expiry will be at 23:59:59 on 28 February 2025. This means the sticker earning window for the first iteration will run from
 - a. Oct Launch date – 28 Feb 2025 23:59:59

9) ALLOCATION OF LIFESTYLE PRIZES

- a) Not all plays will result in a customer winning a prize.
- b) The prize allocation is random.
- c) Once activated (paid for with stickers) customers can redeem it within the defined expiry period.
- d) Depending on the voucher redeemed, a customer will receive a barcode or wicode to use and get the product.
- e) Voucher and perks will be available for the period defined by Cell C.
- f) On USSD there will be a limit of 3 perks visible to a customer.
- g) A customer can have as many active perks in their active Cell C perk wallet as their stickers will allow them to activate.

- h) Vouchers are not allowed to be exchanged for cash.

10) GENERAL

- a) Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
- b) If any prize 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 Cell C, including but not limited to technical difficulties, unauthorized intervention or fraud, Cell C reserves the right, in its sole discretion, to the fullest extent permitted by law to:
 - i) disqualify any Customer; or
 - ii) modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
 - iii) 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>.
 - iv) 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. Therefore the Participant waives his/her right which they may have against Cell C and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against Cell C.
 - v) The awarding of prizes are governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
 - vi) Any dispute or claim arising out of or in connection with this Competition shall be governed by and construed in accordance with the laws of South Africa.
- c) 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 the 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, earthquake or other acts of God.
- d) If part or all of any 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.
- e) To the extent permitted by Consumer Protection Act No and any other applicable law, the Participant hereby indemnifies Cell C 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.
- f) Cell C 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).
- g) All personal information exchanged with the usage of third-party applications will not be monitored or controlled by Cell C. The Customer bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of third-party applications. The Participant understands and agrees to indemnify Cell C from all liability arising from whatsoever nature in respect any prize.
- h) In accordance with the confidentiality policies and practices of Cell C, none of the entry details of any Customer in this Competition will be disclosed or used by Cell C for any purposes other than for processing the prizes.

- i) Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
- j) Customers acknowledge and accept that the Cell C shall utilise a third-party agent to contact the Customer to arrange delivery. In order to affect the contacting and delivery process, Cell C shall provide the Customer's information to such third party agent.
- k) Details of Customers will not be used for Cell C related communication unless the Customer opts-in to receive further communication from Cell C.
- l) Cell C 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 www.CellC.co.za/TermsandConditions. The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
- m) Cell C reserves the right, at any time, to verify the validity of Customers (including a Customer's identity, age and place of residence) and to reject any Customer who has not agreed to these Terms and Conditions.