

TERMS AND CONDITIONS: WIN BIG WITH CELL C June 2023

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 printed in bold which, amongst others:

- (a) contain a limitation of risk or liability of and Cell C Limited with registration number 1999/007722/06("Cell C") and/or its group of companies;**
- (b) constitute an assumption of risk or liability by you;**
- (c) constitute an indemnification of Cell C and/or its group of companies, or**
- (d) is an acknowledgement of fact by you.**

1. INTRODUCTION

- a. The Cell C "Win Big with Cell C" 2023 Campaign is a Campaign that enables customers to win exciting prizes just by being with Cell C when they complete qualifying actions (the "Campaign").
- b. The Campaign is organised by Cell C, and prizes are sponsored by Cell C.
- c. **PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS. IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF TERMS AND CONDITIONS, PLEASE GET IN TOUCH WITH US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE PARTICIPATING IN THIS CAMPAIGN. YOUR CONTINUED PARTICIPATION IN THE CAMPAIGN WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.**
- d. All standard terms and conditions of Cell C apply to this Campaign.
- e. 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.
- f. Your personal information may be used to enter you in the Campaign, 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 Campaign will run from 20 June 2023 at 09h00 to 11 September 2023 at 12h00 midnight (the "Campaign Period").
- b. Any gamification 'plays' or radio entries received after the closing date and time of the Campaign Period will not be considered.
- c. Cell C may in their 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, 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. 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.

4. Gamification portion of the campaign

4.1 Qualifiers:

- a) Qualifiers are all Cell C postpaid customers (excluding Cell C Fibre and onsellors).
- b) Customers must sign up or upgrade to any new Cell C Elevate package in order to receive a free play on the gamification portal.
- c) Existing Cell C postpaid customers who pay their account on time, sign up for Debi-Check or top-up will also receive a free play.
- d) Customers receive a free play for the following billable actions:
 - a. If the customer tops up – data or voice during the campaign period;
 - b. Purchases a bundle during the campaign period;
 - c. Purchases a billable VAS (value added service) during the campaign period;
- e) A customer who has done an upward migration from their current tariff to a higher tariff receives a free play.

4.2 Prizes

- a. The prizes will include cash, lifestyle vouchers, grocery vouchers, food vouchers, Cell C data, Cell C airtime, OEM (Original Equipment Manufacturer) prizes and Power Solutions as may be advertised.
- b. The vouchers will be sent to the winners via SMS and cannot be exchanged for another retail voucher or cash.
- c. The data or voice bundles will be loaded automatically onto the winner's mobile account.
- d. The Power Solutions will be couriered to the winner at an agreed physical address provided by the winner.
- e. The prizes will be delivered within 30 (thirty) working days from winning.
- f. These prizes are non-transferable and non-negotiable.

4.3. General:

- a. Every week, the data will be refreshed. I.e. every week, every qualifying number from the network will be able to access a play on the gamification portal, should the customer have actioned any of the points set out in clause 4.
- b. Should the voucher/barcode be faulty, the customer must send an email to cecsa-support@cellwinbig.co.za describing the exact fault and the voucher number/barcode to enquire about the fault.
- c. Vouchers cannot be redeemable for cash or swapped for another retail voucher.

5. Radio portion of the campaign

5.1 Qualifiers and mechanics:

- a) This part of the campaign is open to all consumers. I.e. a customer on any mobile network, prepaid and postpaid subscribers can enter this competition.
- b) Consumers will enter via a designated WhatsApp line provided by participating radio stations.
- c) The radio personality will randomly call an entrant to play the game.
- d) Winner will be asked to select a chosen level.
- e) The radio personality will reveal the prize on the chosen level, but consumer has to answer a question to receive the prize
- f) The radio personality reads out a statement about Cell C and then proceeds to ask the consumer a question about the statement that was read.

5.2 Dates:

- a) The competition will take place on each radio station during the “Competition Moments” once a week.

5.3 Prizes:

- a. The prizes are
 - R5 000 cash minimum guaranteed OR
 - Cell C data worth R5 000 should the winner be a Cell C customer OR
 - OEM (Original Equipment Manufacturer) prizes
- b. If the winner is a Cell C postpaid customer (this excludes Cell C fibre and onsellors), they will win an additional R3 000 cash.
- c. If the winner recently signed up or upgraded on a new Cell C Elevate plan, the cash winnings will be doubled.
- d. The money will be paid into the winner’s mobile account which is debited monthly if they are a Cell C customer. Non-Cell C customers must provide proof of their ID, banking details such as bank account statement or a stamped letter from the bank.
- e. The money will be paid within 30 (thirty) days from the correct proof of account being submitted.

5.4 General:

- a. Should the winner not send the appropriate proof as described in clause 5.4 (b) within seventy-two hours (72) hours, the prize will be forfeited.
- b. The winner needs to produce a valid ID and valid proof of bank account for the money to be transferred into their account. (i.e. bank account statement or a stamped letter from the bank).
- c. This information can be sent via an email address that will be provided to them or delivered directly to Cell C offices in person or via courier services. (Waterfall Campus, Cnr Maxwell Drive and Pretoria Main Road, Buccleuch, Ext. 10, 2090)
- d. The monies will be transferred within seven (7) working days.
- e. Any tax implications as a result of the winnings will be the responsibility of the winner.
- f. The data of qualifying numbers will be refreshed weekly. I.e. every week, every qualifying number from the network will be able to access a play on the gamification portal, should the customer have actioned any of the points set out in clause 4.1 d)

6. GENERAL

- a. The following are persons are excluded from entering the competitions:
 - i. Director, member, partner, employee, agent or consultant of ViaMedia;
 - ii. Immediate family member of any of the persons specified in clause 6a.i
 - iii. Sponsors of the Competition;
 - iv. Employees of Blue Label Telecoms or any of their subsidiaries.
 - v. Employees of Cell C.
- b. Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
- c. Save as permitted by law, Cell C reserve 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.
- d. **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 the Campaign.**
- e. **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, earthquake, or other acts of God.**
- f. If any part of or all of the clauses 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.
- g. **Cell C excludes all warranties (express or implied) and representations regarding the 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 Campaign or utilising any prize awarded pursuant to the Campaign.**
- h. 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.
- i. Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
- j. 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.