

TERMS AND CONDITIONS: WIN BIG WITH CELL C
(Cash and Win Your Contract for Life)
July 2024

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 CEC and Cell C Limited and/or its group of companies;**
- (b) constitute an assumption of risk or liability by you;**
- (c) constitute an indemnification of CEC and Cell C Limited 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" 2024 Campaign is a Campaign that enables customers to win exciting prizes just by being with Cell C and gaining further entries when they complete qualifying actions (the "**Campaign**").
- b. The Campaign is organised by Comm Equipment Company (CEC) and Cell C, and prizes are sponsored by CEC and Cell C Limited, with registration number 1999/007722/06 ("**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 CEC and Cell C Service Provider Company Proprietary Limited 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 CEC and 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 5 July 2024 at 06h00 to 30 September 2024 at 23h59 midnight (the "**Campaign Period**").
- b. Entries received after the closing date of the Campaign Period and time will not be considered.
- c. CEC and Cell C may in their sole discretion elect to discontinue the Campaign at any time during the Campaign Period.

3. CAMPAIGN RULES

- a. No non-cash prizes may be exchanged for cash.

- b. CEC and 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 CEC or Cell C should this happen.
- c. CEC and 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. CAMPAIGN DETAILS

4.1 Qualifiers:

- a. Customers do not have to physically enter to stand a chance to win one of the prizes. The entries will be automatic, based on customers performing any of the eligible qualifying actions listed below.
- b. New contract sign up or upgrade gains automatic entry into the draw.
- c. All contract customers with accounts paid up to date will automatically gain an entry.
- d. Successful debit order will gain an entry into the draw.
- e. If a cash paying customer pays their account on time, they receive an entry.
- f. Customers receive entries for any billable action that increase their spend outside of their standard monthly subscription commitment. The following actions will also earn entries into the draw:
 - Top up with data or voice bundles during the month;
 - Purchases a bundle during the month;
 - Purchases a billable VAS (value added service) during the month;
 - Purchases of Bolt-on bundles during the month
- g. All billable actions/entries received within a month will be eligible for the draw for that month only. To gain additional entries in a month, billable actions/entries must take place within that relevant month of the draw.
- h. A total of twenty (20) Grand Prize winners will be drawn, and the prize split is detailed in clause 4.2.
- i. This excludes Onsellers.

4.2 Draws

- a. The draws will take place in the following weeks: week starting 26 August 2024 and week starting 21 October 2024.
- b. Eight (8) winners will be chosen for the period 5 July – 7 August and twelve (12) winners will be chosen for the period 8 August – 30 September.
- c. These prizes are split between cash and contract for life, detailed in Clause 4.3.
- d. CEC and Cell C will conduct the draws under supervision of an independent Auditor. The winning customer will be contacted on their winning Cell C cellphone number. All draw will take place under the supervision of an auditor or attorney.
- e. The winners have seventy-two (72) hours in which to claim the prize whereby they have to physically produce a copy of their ID for exchange of their prize. This 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. Delivery Address is Cell C Building, Floor 1, Corner Old Pretoria Road and Maxwell Drive, Buccleuch, Midrand.

4.3 Grand Prizes

4.3.1 R100 000 cash:

- a. The cash winners will have R100 000 deposited into their South African bank account once they have provided confirmation of banking details and proof of their identity via a valid identity and this bank account must be the same bank account as their Cell C debit order. Cash customers advise of the bank account to pay in to.
- b. This prize money is non-transferable and non-negotiable.

4.3.2 Win Your Contract for Life:

- c. Lifetime contract for the purpose of this promotion is defined as period limited to maximum of ten (10) years from the time of winning.
- d. The monthly tariff subscription and applicable device portion will be paid for the lifetime contract duration, limited to ten (10) years.
- e. Any VAS subscriptions, Bolt-on Bundles or any other once-off or recurring Bundle subscriptions or add-on including Watches, Tablets or earbuds or any other add-on advertised during that Deal Cycle added by the customer will not be paid for by Cell C. Out-of-bundle telephony costs including international calls incurred by the customer will not be paid for by Cell C. These costs are for the customer's account and the customer is liable to pay.
- f. It is the customer's responsibility to take due care of any device taken with their contract and must have insurance for loss or damage.
- g. The qualifying deals and devices are limited to what is advertised within each Deal Cycle.
- h. The customer will be liable for the first month's debit order, thereafter the costs noted in clause 4.3.2b will be paid for the relevant contract periods noted in the same clause.
- i. If a winner cancels their contract before the end of the contract, they will be liable for the remaining amount due on the contract term as per the standard Subscriber Terms and Conditions.
- j. If a winner performs an upward price plan migration during the original contract term, Cell C will pay the original amount they won comprising of tariff and (or) device portion for the remainder of the lifetime term.
- k. If a winner performs a downward migration during the original contract term, Cell C will pay the new subscription amount comprising of tariff and (or) device portion for the remainder of the lifetime term.
- l. Cell C will cover for the original subscription fees at the time of winning. Should the customer upgrade during the 10 year contract, the costs associated for that upgrade are for the winners account.
- m. This prize is non-transferable and non-negotiable.

5. General relating to 4.3.1 and 4.3.2:

- a. Should the winner not claim the prize within seventy-two hours (72) hours, a redraw will take place. The 72 hours claim may be waived if the winner has a just reason why they cannot claim within the 72 hours given. This waiver will need to be approved by CEC.
- b. Once participant has been drawn, CEC will make sure that all the qualifying criteria is met, before awarding their prize.
- c. The winner needs to produce a valid ID and valid proof of bank account to claim the prizes where relevant. This information can be sent via an email address that will be provided to them or delivered directly to CEC offices in person or via courier services. (Cell C, Floor 1, corner Maxwell Drive and Pretoria Main Road, Buccleuch, Midrand, 2090)
- d. The monies will be transferred within seventy-two (72) hours.
- e. Any tax implications is on the onus of the winner.

- f. Every month, the data will be refreshed. I.e. every month, every qualifying number from the network goes into the draw – they always get one entry. However, should they not do any of the additional items listed in clause 5.1, they will only have one entry to the draw per month.

6. GENERAL

- a. The following are excluded from entering the competitions:
 - i. you are a director, member, partner, employee, agent or consultant of Via Media;
 - ii. you are an immediate family member of any of the persons specified in clause 6.i
 - iii. you are the sponsor of the Competition;
 - iv. you are an employee of Blue Label Telecoms or any of their subsidiaries.
 - v. you are an employee of Cell C.
- b. Failure by CEC and 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, CEC and 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>. No liability shall lie against CEC or 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 CEC and Cell C.
- d. You hereby agree to indemnify CEC and 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. CEC and 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. CEC and 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 CEC and 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. CEC and 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.