

TERMS AND CONDITIONS: Win Your Contract with Cell C
May 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 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 Your Contract with Cell C" is a promotional campaign that enables customers to win their contract fees back when they purchase a qualifying deal within each relevant Deal Cycle. (the "**Campaign**").
- b. The Campaign is organised by CEC in conjunction with 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 is a promotional campaign and will start on the 15th of May 2024 and end when communicated by Cell C. (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 contract payment (the "**Prize**") may be exchanged for cash.

- b. The tariff subscription (either 24 (twenty-four) or 36 (thirty-six) months) on an ELEVATE 1 (one), 2 (two), 3 (three) or 4 (four) tariff plan or (either 24 (twenty-four) or 36 (thirty-six) months) Smartdata contract (10GB, 20GB, 50GB, 90GB, 200GB)) or Home LTE Fixed WiFi and applicable device portion will be paid for.
- c. Any VAS subscriptions, BOLT-ON Bundles or any other once-off or recurring Bundle subscriptions or add ons (like 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 for these monthly via debit order.
- d. 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.
- e. The deals and devices are limited to what is advertised within each Deal Cycle.
- f. The customer may be liable for the first month's debit order, thereafter the costs noted in clause 3b will be paid for the relevant contract periods noted in clause 3b.
- g. There is a rand limit for the competition per Deal Cycle and this amount is at the sole discretion of CEC and Cell C. This rand limit determines the amount of winners per Deal Cycle.
- h. The qualifying customers will automatically be put in a draw and chosen randomly with an auditor or attorney present.
- i. The draws will take place once a Deal Cycle is completed, and all new sign-ups and upgrades have been accounted for. The winner may be contacted by any of the following ways: phone call, SMS or WhatsApp (on given mobile number - new or upgraded mobile number), or email.
- j. CEC/Cell C will attempt to contact the winner 3 times on the day of the draw. If the winner is unavailable, CEC/Cell C will continue to call winner/s until the rand limit (as noted in Clause 3g) per Deal Cycle has been reached.
- k. If a winner cancels their contract before the end of the 24 (twenty four) or 36 (thirty six) month contract, they will be liable for the remaining amount due on the contract term as per the standard Subscriber Terms and Conditions.
- l. If a winner migrates upwards during the original contract term, Cell C will pay the original amount (tariff and device portion) at the time that the winner signed up.
- m. If a winner migrates downwards during the original contract term, Cell C will pay the new amount (tariff and device portion) for the remainder of the contract term.
- n. 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.
- o. Cell C is not liable for any warranties, guarantees and/or expenses to maintain any Prizes outside of the Prize provider's warranties and/or guarantees.
- p. The Prize 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 of applicable handsets is of a similar feature and based on availability at the time of dispatch from the manufacturer, but this cannot be guaranteed.

4. GENERAL

- a. The following are persons are excluded from entering the Campaign:
 - i. Sponsors of the Campaign;
 - ii. Employees of Blue Label Telecoms or any of their subsidiaries.
 - iii. 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. 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.