

## Terms and Conditions of the Bonang By Cell C Competition

### 1. General

- 1.1. It is important that you understand and agree to these terms and conditions in order for you to participate in this Bonang By Cell C App Competition (the "**Competition**").
- 1.2. All standard terms and conditions of Cell C Limited and Cell C Service Provider Company (Pty) Limited apply to this Competition.
- 1.3. This Competition is organised by Upstream Systems South Africa (Pty) Limited ("**Upstream**") and Cell C Limited, registration number 1999/007722/06 ("**Cell C**"). Prizes are sponsored by Upstream and Cell C.
- 1.4. This Competition is open to all persons who are over the age of 18 years and who are active on the Bonang By Cell C App, who have been successfully charged at least once.
- 1.5. Directors, members, partners, employees or agents of or consultants to Cell C, or their sponsorship agency, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are not eligible to enter the Competition and cannot win prizes.
- 1.6. The Competition will run from 01 December 2018 until 29 May 2019 ("**the Competition period**") with 1 (one) winner drawn per each monthly draw period and one final winner drawn at the end.
- 1.7. You understand that all information (including these terms and conditions) relating to this Competition published on any promotional or advertising material or on our website at any time before or during the incentive period will form part of the terms and conditions of entry. Cell C also has the right to withdraw this Competition before the final draw.

### 2. Prizes

- 2.1. The prizes that can be won in this Competition are as follows

- 2.1.1. One of six monthly Airtime/Data Prizes valued at R3,750.00 per prize;
    - 2.1.2. One final prize of a Samsung S9 64GB (or similar device) valued at approximately R15,000.00 (fifteen thousand rand) or whatever the value at the time of the draw.
  - 2.2. You understand that no prize may be exchanged for cash. Cell C and Upstream reserve the right to substitute, change or exchange any prize with another prize of similar commercial value without notice, in their sole discretion. You will not have a claim against Cell C or Upstream in this event.
  - 2.3. It is important that you understand that all participants (and winners) of the Competition indemnify Cell C and Upstream its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from its participation in this Competition.
  - 2.4. The prizes as advertised in 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.
3. How to enter and awarding of prizes:
  - 3.1. To participate in this Competition, you must:
    - 3.1.1. Be over the age of 18 years and be in possession of a valid South African ID book or passport;
    - 3.1.2. Have successfully subscribed to the Bonang By Cell C App as set out in the Bonang By Cell C App terms and conditions;
    - 3.1.3. Be a new or existing Cell C subscriber;
    - 3.1.4. Be a natural person;
    - 3.1.5. Have been successfully charged the subscription fee for the Bonang by Cell C App at least once per draw period.

3.2 Once you have met all the conditions set out in paragraph 3.1 above, you will automatically be entered into the Competition.

3.3 Cell C shall not be held liable should your entry be omitted from the Competition, for any reason whatsoever.

3.4 The winners will be drawn on dates to be decided and agreed upon by Cell C and Upstream and the organizers reserve the right to amend them.

3.5 The above are tentative dates and the organizer reserves the right to amend them.

3.6 The winners will be announced at a place to be determined by Cell C and Upstream.

3.7 Cell C and/or Upstream have the right at any time before the final draw to change the dates or places of the draws (or both). You will not have a claim against Cell C or Upstream in this event.

3.8 Any prize that is not claimed for whatever reason will be forfeited.

4. If you are a winner:

4.1. You will be contacted by Cell C or Cell C's authorised agent, within seven (7) days of the draw. Cell C may contact you by SMS. You agree that should Cell C be unable to contact you in this time frame, you will forfeit the prize, and shall have no claim against Cell C in this event.

4.2. If you cannot meet all the Competition conditions to Cell C's satisfaction, you agree that will not be entitled to the prize and the prize will once again be placed into a separate draw. You will have no claim against Cell C or Upstream if this happens.

4.3. Should a winner not be available on the contact number provided, or cannot be contacted within (2) two days of the first attempt by Cell C, or should a winner reject, forfeit or decline acceptance of the prize, that winner's right to the prize will be deemed to have been waived and the prize will be forfeited. Cell C and/or Upstream thereafter reserve the right to award the prize to an alternate winner selected in a subsequent draw.

- 4.4. By accepting the prize you agree that you will be responsible for the all costs, including any taxes, including donations tax, payable to the South African Revenue Services, as a result of you accepting the prize.
- 4.5. All risks and ownership of the prizes shall pass to winners upon transfer or collection, as well as Cell C's and Upstream obligations in regard to this Competition
- 4.6. The judges' decision is final. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths conducts the Competition and this will be reported on Cell C's internal audit reporting procedures.
- 4.7. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
- 4.8. If you are winner, Cell C or Upstream may ask to publish your name and photograph at no cost to you, for any advertising, promotional, print, point of sale or public relations material for a period of 12 (twelve) months from the end of the competition period. You are entitled to say no to this request.
- 4.9. Cell C cannot be held liable for the interception or loss of your personal information while transmitted, stored or processed across the internet, including social media sites and assumes no liability for any such interception or loss.
- 4.10. It is important that you understand that all participants and winners indemnify Cell C and Upstream its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from its participation in this competition. Prior to awarding the prize, Cell C may require you to sign such an indemnity.
- 4.11. Cell C and/or Upstream 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 the Competition, you agree and understand that you will be bound by the amended terms and conditions.