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HUAWEI TECHNOLOGIES AFRICA (PTY) LTD

HUAWEI Mate 50 Pro

COMPETITION TERMS & CONDITIONS

FROM 1 February 2023 – 28 February 2023

1. Introduction

- 1.1 This competition (“**Competition**”) is organised and run by Huawei Technologies Africa Proprietary Limited (“**Huawei**”) together with Cell C (Pty) LTD, including their affiliates, partners, associates and agents (the “**Organiser/s**”).
- 1.2 The Organisers are running the Mate50 Pro launch Competition where a Competition Participant stands the chance to win R10 000 (ten thousand rand) cash when they sign up, renew or upgrade to the Huawei Mate 50 Pro. The prize money will be paid via EFT to the winner’s valid South African bank account. (“**Competition Prize**”).
- 1.3 This Competition will run from **1 February 2023 – 28 February 2023**, both dates inclusive (the “**Competition Period**”). Any entries received after the closing date will not be considered for the Competition.
- 1.4 The Competition is open for entry by all South African residents of 18 years and older with a valid South African identity document or valid permanent residence permit valid for a period exceeding 12 (twelve) months for the Republic of South Africa and valid at the end date of the Competition.
- 1.5 Employees, directors and agents of the Organisers and all participating stores, their immediate families, life partners, business partners and associates and any person directly involved with the sponsoring, devising, production, management or marketing of this Competition are not eligible to participate in this Competition.

1.6 The Competition is not open for entry by or on behalf of a legal entity. Entries received from business accounts held by legal persons (amongst others Corporates and SMEs, etc.) are excluded from participating and winning in the Competition.

1.7 The Competition will be executed in the Republic of South Africa.

1.8 By entering the Competition, all participants agree to be bound by these terms and conditions, which will be interpreted by the Organisers and the Organisers decision regarding any issue will be final and binding and no correspondence will be entered into.

1.9 **The Competition deals exclusively with purchases made at Cell C branded stores and Cell C call centres.**

2. Competition Prize

2.1 **The Competition Participant must have successfully signed up, renewed or upgraded to the Huawei Mate50 Pro within the Competition Period. The Competition deals exclusively with purchases made at Cell C branded stores and Cell C call centres.**

2.2 There will be one winner who will be randomly drawn on the 14th of March 2023 via an electronic random draw selection from all eligible entries which meet the requirements set out in these Terms and Conditions to stand the chance to win –

2.2.1 **R10 000 (ten thousand rand) cash**
(the “**Competition Prize**”)

2.3 The Organisers shall solely determine the specifications of the Competition Prize to be won and the Organisers decision is final.

2.4 The Organisers shall not be liable for any manufacturing faults, recalls, damage or loss of or to any Competition Prize once handed over to the Competition Winner.

2.5 The prize is not transferable or exchangeable.

2.6 The Organisers reserve the right to substitute the Competition Prize for an alternative gift of equal or greater value should the Competition Prize not be available for whatsoever reason.

3. Competition Mechanics

- 3.1 To enter this Competition, Competition Participants must sign up, renew or upgrade successfully to the Huawei Mate50 Pro. **The Competition deals exclusively with purchases made at Cell C branded stores and Cell C call centres.**
- 3.2 The Competition Winner will be randomly selected by means of an electronic random draw selection from all eligible entries which meet the requirements set out in these Terms and Conditions.
- 3.3 Each action as stipulated in clause 3.1 above constitutes one (1) entry into the Competition.
- 3.4 Only entries received during the Competition Period as stipulated in clause 1.3 above will qualify as potential winners.

4. Specific Terms and Conditions

- 4.1 The selected Competition Winner must be able to identify themselves (in a manner determined by the Organisers) as the qualifying entrants to the Competition and have to comply with the required validation procedure in order to claim the Competition Prize.
- 4.2 The selected Competition Winner must have complied with these Terms and Conditions to enter this Competition.
- 4.3 The judges' decision on any aspect of the Competition including the allocation of the Competition Prize will be final and binding and no correspondence will be entered into.
- 4.4 There are no additional charges for participating in the Competition.
- 4.5 All risks and ownership of the Competition Prize shall pass to the Competition Winner on transfer/delivery thereof and hence all of the Organisers obligations in regard to the Competition as well as in regard to the Competition Prize shall terminate. The Organisers will advise of arrangements in respect of the Competition Prize distribution at the time of contacting the selected Competition Winner.
- 4.6 Notwithstanding the fact the Competition Prize vests on the Competition Winner immediately upon the determination of the results, any Competition Winner that remains unclaimed/undeliverable after a month of transfer or no reasonable effort is made on the part of the Competition Winner to claim the Competition Prize despite having been advised of the results of the Competition will be forfeited.

5. General Terms and Conditions

- 5.1 The Competition is valid from 1 February 2023 to 28th February 2023.
- 5.2 The Competition Winner will be contacted during working hours (08h00 to 17h00) by phone on or after the draw date, using the cell phone number associated with his/ her entry into the Competition or on social media by direct message.
- 5.3 The Organisers will use reasonable efforts to contact the Competition Winner telephonically on the contact details used to participate in the Competition or by direct message on social media. The Organisers shall attempt to contact the Competition Winner for a period of 2 (two) working days after his/ her name has been drawn and verified as a Competition Winner.
- 5.4 Should a participant not be available on the contact number during the timeframe stipulated or reject, forfeit or decline acceptance of the Competition Prize, that person's right to the Competition Prize will be deemed to have been waived and the Competition Prize will be forfeited. The Organisers reserve the right to then award the Competition Prize to the next selected entrant.
- 5.5 The claim for the Competition Prize will be subject to security and validation, failing which the Competition Winner will forfeit the Competition Prize and the Competition Prize will be awarded to the next selected qualifying entrant.
- 5.6 If a Competition Winner cannot accept the Competition Prize for any reason whatsoever, the Competition Prize will be awarded to the next selected qualifying entrant.
- 5.7 The Organisers reserve the right to withhold any Competition Prize until it is satisfied that the claim by the Competition Winner is valid.
- 5.8 The Organisers shall request the Competition Winners' consent in writing to their image and/or likeness being used and published by the Organisers in connection with the Competition for a period of 12 (twelve) months after they have been announced as the Competition Winner. The Competition Winner may decline the use of his/her image and/or likeness by the Organisers.
- 5.9 The Competition Winners' name and location may be displayed on the Organisers Social Media Assets.
- 5.10 Personal Information about the Competition Winner will be shared with the Organisers of the Competition and their agents to the extent necessary for Competition Prizes to be fulfilled to the

Competition Winner.

5.11 User data collected via the Competition will not be used for any other purpose than for the Competition only. User data collected via the entry for this Competition will be stored for as long as it is legally required to and in accordance with the Organisers' Privacy Policy – Huawei <https://consumer.huawei.com/za/legal/privacy-policy/>.

5.12 If there is no legal requirement, the collected information will only be stored for as long as it is needed.

5.13 The duration of the Competition may be extended or curtailed at the discretion of the Organisers.

5.14 The Competition, the Competition Prize and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition and will be applied and interpreted in the sole discretion of the Organisers. Such altered terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Organisers. No participants shall have any recourse against the Organisers as a result of any alterations of the Terms and Conditions.

5.15 In the event of a dispute in regard to any aspect of the Competition and/or the Terms and Conditions, the Organiser's decision will be final and binding and no correspondence will be entered into.

5.16 The Organisers are not liable for any technical failures affecting participation and / or prize redemption process of the Competition.

5.17 The Organisers shall not be liable for taxes or any costs incurred by the Competition Winner for entering the Competition or in claiming the Competition Prize.

5.18 Neither the Organisers, nor any other person or party associated with the Competition, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competition, shall be liable whatsoever for any loss or damage incurred or suffered (including but not limited to direct or indirect or consequential loss), death or personal injury suffered or sustained arising from either participation in the Competition or from claiming the Competition Prize or after claiming the Competition Prize.

5.19 In addition, neither the Organisers, nor its agents shall be responsible for any loss or misdirected entries, including entries that were not received due to any failure of hardware, software, or other computer or technical systems affecting participating and/or prize redemption process of

the Competition.

5.20 If the Organisers are required by law to alter or cancel any aspect of the Competition or to terminate it as a result of changes in legislation, or for any reason whatsoever, it will have the right to terminate the Competition being offered, with immediate effect and without notice. In such event all entrants hereby waive any rights which they may have against the Organisers and any associated companies, agents, contractors and/or sponsors.

5.21 The Organisers may refuse to award the Competition Prize if these Terms and Conditions have not been adhered to or if it detects any irregularities or fraudulent practices. The Organisers are entitled in their entire discretion to reject any participant for any reason and will not be obliged to notify the participant that they are rejected.

5.22 All information relating to the Competition which is published on any marketing material will form part of these Terms and Conditions. In the event of any conflict between such marketing material and these Terms and Conditions, these Terms and Conditions shall prevail.

5.23 South African law shall govern these Competition rules and the courts of South Africa shall have exclusive jurisdiction