

## Terms and Conditions of the MegaBonus Spot-the-Difference 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 MegaBonus Spot-the-Difference 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 Joe Public (Pty) Limited and Cell C Limited, registration number 1999/007722/06 ("**Cell C**").
- 1.4 The Competition is open to any person over the age of 16, who is in possession of a valid ID book or passport. In addition, entrants under the age of 18 must obtain parental/guardian consent to enter the Competition
- 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 over four periods
  - 1.6.1 **Competition ad 1: From 20 November 2017 to 26 November 2017 ("the 1<sup>st</sup> Competition period")**
  - 1.6.2 **Competition ad 2: From 27 November December 2017 to 3 December 2017 ("the 2<sup>nd</sup> Competition period")**
  - 1.6.3 **Competition ad 3: From 4 December 2017 to 10 December 2017 ("the 3<sup>rd</sup> Competition period")**
- 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 15 x 2GB data bundles for the full duration of the Competition. Each winner will win 1 (one) data bundle.
- 2.2 Each prize is valued at R249.00 (Two hundred and forty nine Rand.)
- 2.3 You understand that no prize may be exchanged for cash. Cell C and/or Joe Public 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 Joe Public in this event.
- 2.4 It is important that you understand that all participants (and winners) of the Competition indemnify Cell C and Joe Public, 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.
- 2.5 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 16 years and be in possession of a valid South African ID book or passport; and

- 3.1.2 Have answered 1 (one) of the 3 (three) spot the difference competition ads on Facebook. All 3 (three) differences will need to be listed correctly as well as listing the competition hashtag given in the ad in order for you to win.
- 3.1.3 In order to receive the prize, you will need to be a valid Cell C customer.
- 3.1.4 Once you have met all the conditions set out in paragraph 3.1 above, you will be entered into the Competition for that specific competitions prize.
- 3.1.5 The winners will be drawn on 14 December 2017. The winners will be contacted on social media and announced on all social media pages.
- 3.2 **Cell C and Joe Public assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.**
- 3.3 Cell C and/or Joe Public 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 Joe Public in this event.
- 3.4 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 48 hours of the draw. Cell C will contact you via social media. 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 you 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 Joe Public if this happens.
- 4.3 Should a winner not be available on the social profile account used to enter the competition, or cannot be contacted within 48 hours 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 Joe Public 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, as well as Cell C's and Joe Public obligations in regard to this Competition
- 4.6 If no entries are received the prize will be forfeited for that relevant week.
- 4.7 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.
- 4.8 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
- 4.9 If you are winner, Cell C may ask you if we can 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.
- 4.10 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.
- 4.11 It is important that you understand that all participants and winners indemnify Cell C and Joe Public, 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.
- 4.12 Cell C and/or Joe Public 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.