

## Terms and Conditions of the Cell C Win a Polo Vivo 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 Cell C Win a Polo Vivo 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 Cavendish Cell CC and Cell C Limited, registration number 1999/007722/06 ("**Cell C**"). Prizes are sponsored by Cavendish Cell CC.
- 1.4 This Competition is open to all persons who are over the age of 18 years, who are in possession of a valid ID book or passport and who successfully upgrades their existing Cell C post-paid or hybrid contract to a Pinnacle or Media Play 1GB or higher post-paid or hybrid contract at the Cavendish Cell CC store, during the Competition Period. This Competition is not available to customers online.
- 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 1 January 2019 until 30 June 2019 ("**the 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 1 (one) xc Volkswagen Polo Vivo.
- 2.2 The prize is valued at R196 800.00 (one hundred and ninety-six thousand, eight hundred Rand).
- 2.3 You understand that no prize may be exchanged for cash. Cell C and/or Cavendish Cell CC 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 Cavendish Cell CC, -in this event.
- 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 & valid SA driver's license;
- 3.1.2 Upgrade your existing Cell C post-paid or hybrid contract to a either a Pinnacle or Media Play 1GB or higher post-paid or hybrid contract, during the Competition 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.
- 3.2.1 The prizes will be drawn on 15 July 2019. The winner will be announced at a place to be determined by Cell C and/or Cavendish Cell CC.
- 3.3 **Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.**
- 3.4 Cell C and/or Cavendish Cell CC 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 Cavendish Cell CC in this event.

3.5 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 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 Cavendish Cell CC 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 Cavendish Cell CC 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 Cavendish Cell CC 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 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.

- 4.9 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 Cavendish Cell CC, 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 Cavendish Cell CC 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.