

## TERMS AND CONDITIONS: CELL C C4 SOCIAL MEDIA VALENTINE'S DAY CAMPAIGN

1. This social media engagement campaign is organized and the prizes sponsored by Cell C Limited, with registration number 1999/007722/06 ("**Cell C**").
2. The Campaign will run for 12 hours from Friday 14 February 2020 at 06:00am to Friday 14 February 2020 06:00pm ("**the Engagement Period**"). Engagement requests received after the closing date and time will not be considered.

### WHO CAN ENTER?

3. This Campaign is open to all persons who are over the age of 18 years and in possession of a valid South African ID book or passport (the "**Participants/you/your**"). However only Cell C customers will be able to win the spot prizes.
4. Directors, members, partners, employees or agents of, or consultants to, Cell C, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are not eligible to enter/participate in the Campaign and cannot win spot prizes.
5. The Campaign is not open for entry by or on behalf of a legal entity and Participants cannot use the account of a legal entity to participate in the Campaign. Entries must be submitted by the Participant themselves and not by a third party on the Participant's behalf.
6. All information (including these terms and conditions) relating to this Campaign published on any promotional or advertising material at any time before or during the Campaign period will form part of the terms and conditions of entry. Cell C also has the right to end the Campaign at any time during the Campaign Period.
7. By participating in this Campaign, all Participants agree to be bound by these terms and conditions, which will be interpreted by Cell C and Cell C's decision regarding any issue with the Campaign, will be final and binding and no correspondence will be entered into. Should any of the terms and conditions be unclear to you, you are welcome to contact the Cell C Social Media team via Twitter direct message.

## **SPOT PRIZES (SURPRISE AND DELIGHT)**

During the Campaign, Cell C will be randomly giving away data to Cell C customers who engage and participate in the Campaign, during the Engagement Period. The following will be given away:

- 10X Gigabytes of data in total will be given away
- 1X 1GB of data will be randomly given to 10 Cell C customers during the Engagement period valued at R100.00 per 1GB.

The spot prizes may not be exchanged for cash. Cell C reserves 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 in this event.

## **HOW TO ENTER**

8. Cell C Twitter followers will be prompted to engage with the #ShelaMshini, where they will be asked if they would like Cell C to create valentine's day poems for them, in the following categories:

- For existing partners
- For their crush
- For singles
- For friends
- For Breakups

The Cell C followers will be asked to include the hashtag #ShelaMshini in their request for a poem. Each person will receive 1X poem, per request. The call to participate opens on Friday 14 February 2020 at 07:00am and closes on Friday 14 February at 07:00pm.

9. Cell C has the right to remove your participation request from the engagement campaign should any form of foul play or fraud be suspected. Participants must adhere to the rules and terms of use of Twitter. Cell C reserved the right to remove or block any inappropriate or offensive entries.
10. Participants are required to have their own personal Twitter account.
11. Incomplete or incorrect requests will not be eligible to be considered for poem completion.
12. Participants are responsible for their own costs of connecting to Twitter and the internet. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons or failure on the part of your

service provider. Proof of sending is not proof of receipt.

13. The winners will be chosen at random and in the discretion of the Cell C C4 social media team panel from the pool of engaged social media fans. The judges' decision is final.

#### **DETERMINATION OF SPOT PRIZE WINNERS**

14. You will be contacted by Cell C or Cell C's authorised agent, on Friday 14 February 2020, during the engagement period (07:00am to 07:00pm). Cell C may contact you via direct message on Twitter. You agree that should Cell C be unable to contact you in this timeframe, you will forfeit the prize, and shall have no claim against Cell C in this event. You are advised to monitor your Twitter account regularly for any notifications.
15. Should a winner not be available on the contact number provided or cannot be contacted within the Engagement Period by Cell C, or should a winner reject, forfeit or decline acceptance of the spot prize, that winner's right to the spot prize will be deemed to have been waived and the prize will be forfeited. Cell C thereafter reserve the right to award the spot prize to an alternate winner selected in a subsequent draw.
16. All risks and ownership of the spot prize shall pass to the winner upon transfer or collection, as well as Cell C obligations with regards to this engagement campaign.
17. The judges' decision is final. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths oversees the Campaign and this will be reported on Cell C's internal audit reporting procedures.
18. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Campaign.
19. If you are the 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 Campaign. You are entitled to say no to this request.
20. 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.

21. Cell C assumes no liability for any entry that may be omitted from this Campaign, for any reason whatsoever.
22. All Participants and the winner indemnify Cell C and 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 Campaign. Prior to awarding the prize, Cell C may require you to sign such an indemnity.
23. Cell C reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, the winner has contravened any of these terms and conditions and/or the Twitter Terms, acted fraudulently with regards to the Campaign, has acted in a manner that is not in the spirit of the Campaign, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Campaign, acted fraudulently with regards to the Campaign if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever, if after first being contacted by Cell C or its authorized agent, is not reachable, or the winner fails to provide Cell C or its authorized agent with the required information to hand over the prize. In this instance the winner will be disqualified and forfeit the prize. Cell C's decision shall be final and no correspondence will be entered into.
24. The Prize winner will be required to provide to Cell C their name and identity number in terms of the Consumer Protection Act and they will be required to sign an acknowledgement of receipt of their spot prize.
25. Cell C 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 Campaign, you agree and understand that you will be bound by the amended terms and conditions.

#### **RESTRICTIONS ON CONTENT OF COMMENT AND/OR IMAGE**

26. Cell C reserves the right to remove any comments, images and content uploaded should this be deemed unsuitable by Cell C.
27. Any comments or other material uploaded by Participants do not necessarily reflect Cell C's views or ideals.
28. Participants participate at their own risk and take responsibility for all comments and images under their Twitter account and information provided.

29. The comment or image cannot violate the copyright or other rights of any third party.
30. The comment or image cannot include inappropriate, offensive, illegal or obscene material or gestures (e.g., hate speech or pornographic images).
31. The comment or image cannot disparage, reflect poorly upon or otherwise adversely affect the goodwill and/or reputation of Huawei and Cell C.
32. Any comment determined by Cell C in their sole discretion to be in violation of the preceding criteria will not be published or removed immediately, will be void and will not result in Campaign entry.