

## **Terms and conditions of the \*141# Bundle Promotion**

1. It is important that you read these terms and conditions carefully and understand them in order for you to participate in the Cell C \*141# bundle Promotion (the "**Promotion**"). If you do not agree to these terms and conditions, please do not continue participating in this Promotion. Your continued participation in the Promotion will constitute your agreement to be bound by and comply with these terms and conditions.
2. Collectively, Cell C Limited and Cell C Service Provider Company Proprietary Limited shall be referred to as "**Cell C**" in these terms and conditions.
3. All standard terms and conditions of Cell C apply to this Promotion. These can be found at <http://www.cellc.co.za/terms-and-conditions>. Additionally, these terms and conditions are subject to the terms and conditions of the subscriber contract, being the "terms and conditions of agreement for the indivisible supply of the services and equipment for individual consumers".
4. The Promotion will run from 10 September 2020 until 28 February 2021 unless otherwise determined by Cell C.
5. All prices and usage rates advertised in these terms and conditions are inclusive of VAT, unless otherwise stated.
6. Important terms and conditions which may limit Cell C's responsibility or involve some risk for you may be in **bold** including provisions which may limit Cell C's risk and/or liability, create risk or liability to you, compel you to indemnify Cell C and/or serve as an acknowledgement by you of a fact. You must pay special attention to and carefully note these terms and conditions.
7. The Promotion will be available to selected Prepaid and TopUp customers only, across all tariff plans depending on customer's data usage and general spend, which selection shall be in the sole discretion of Cell C.
8. The Promotion offers are only available via the \*141# USSD Menu and not through any other channel.
9. The bundles pertaining to the Promotion ("**Promotion Bundles**") are available as once-off purchases only.
10. The bundle is activated immediately on successful purchase.
11. The inclusive value of the Promotion Bundles will be loaded in full on successful purchase.
12. The Promotion Bundles cannot be cancelled or refunded.
13. The validity of the Promotion Bundle purchased will vary depending on the Promotion Bundle purchased as follows:
  - a. 1 hour Promotion Bundles will be valid for 60min from time of activation.
  - b. 1-Day Promotion Bundles will be valid for 24 hours from time of activation.
  - c. 7-Day Promotion Bundles will be valid until 7<sup>th</sup> day from time activation day.
  - d. 30-Day Promotion Bundles will be valid until 30<sup>th</sup> day from time activation day.
14. Customers can purchase multiple Promotion Bundles at the same time.
  - a. Each Promotion Bundle will be a unique instance with its own unique expiry date.
  - b. The Promotion Bundle with the earliest expiry date will deplete first.
15. Inclusive data in respect of the Promotion Bundle is depleted in 25KB cumulative usages.
16. In the event that the inclusive value of the Promotion Bundle/s is depleted, additional usage will deplete from any applicable bundle purchased and/or recharged by the customer. Where no bundles are available the usage will be billed for according to the customer's tariff plan.

17. Inclusive data value on the Promotion Bundles can be transferred to another Cell C customer. Cell C's Data Share terms and conditions apply in respect of such transfers.
18. Inclusive value cannot be converted into airtime.
19. The Promotion Bundles cannot be gifted to another Cell C customer.
20. Bonus airtime value or free airtime value may not be used to purchase the Promotion Bundles. Emergency airtime, once loaded by a customer, can be used to purchase the Promotion Bundles.
21. The Promotion Bundles not used before the expiry of the validity period will be forfeit. As such, rollover is not applicable as the Promotion Bundles are promotional offers.
22. Prepaid and TopUp customers migrating to a new prepaid and/or TopUp package or tariff plan will have their Promotion Bundles carried over as long as the bundle is still within its validity.
23. Customer's migrating to postpaid will forfeit their bundle and any remaining value. However, any airtime balances (paid for airtime, data bundles, campaign benefits, emergency airtime and airtime share values) will be migrated as well. The only benefit forfeited by migration will be the available Promotion Bundles.
24. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Promotion.
25. Cell C has the right to withdraw this Promotion and/or suspend the Promotion Bundles at any stage, in its absolute and sole discretion. **Customers will not have a claim against Cell C in this event.**
26. **It is important that you understand that all participants in the Promotion indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors (each an "Indemnified Person") against any loss and/or damages, either direct, indirect, consequential or otherwise, arising from its participation in this Promotion. Additionally, no Indemnified Person shall be liable to the customer or any third party, in any manner whatsoever, and the customer indemnifies each Indemnified Person accordingly, for –**
  - a. **any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the delivery of the Promotion Bundles or the customer's use of the Promotional Bundles, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and**
  - b. **any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Cell C network, termination of any licence to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier or service provider, agent or sub-contractor, industrial disputes or any other cause beyond Cell C's reasonable control.**
27. Cell C may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion from time to time on notice to you and the amended version will be posted on <http://www.cellc.co.za/terms-and-conditions> or may be displayed in any other media as may be communicated to you by Cell C. By participating or continuing to participate in this Promotion, you agree and understand that you will be bound by the amended terms and conditions. Please note however that it is your responsibility to review these terms and conditions regularly. Any changes to the terms and conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.
28. The Promotion Bundles and any benefits thereto can only be used for private and personal use and cannot be used for commercial purposes. Failure to adhere to this condition and any other condition of these terms and conditions shall be a breach of these terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits contemplated herein.