

Terms and Conditions for Bonang by Cell C

1. The Bonang by Cell C App is available from 00:00:01, on 3 August 2017.
2. The Bonang by Cell C App is available as a recurring service to valid Prepaid, Top Up and Postpaid customers on Cell C and non-Cell C customers.
3. The Bonang by Cell C App entitles customers to exclusive celebrity content and unique opportunities to interact with the celebrity.
4. The subscription fee for Cell C users is R3 per day and R50 per month (incl VAT) for Prepaid and Postpaid customers respectively. Non-Cell C customers on Android will pay a subscription cost of R60 per month. The subscription fee for non-Cell C iOS users is R59.99 per month. There is no daily subscription available for iOS.
5. The Bonang by Cell C App will be charged in advance to Postpaid customers' Cell C bill or will be deducted from Prepaid and Top Up customers' airtime.
6. The R60 (for Android) and R59.99 (for iOS) subscription fees will not be pro-rated. Customers activating the Bonang by Cell C App any time during the month will be charged the full price for that month.
7. Downloading the Bonang by Cell C App will incur data costs as per the customer's tariff plan. Any software updates for the Bonang by Cell C App (when available) will also incur data charges, and any usage or update charges will be for the customer's own account.
8. On activation of the Bonang By Cell C service, each customer will be offered a free 7 day period for the premium service in which they will receive premium content. On day 7, customers will be notified that charging will commence from the next day. At this point customers can opt out of the service or continue to the charging model from day 8. The free premium service will run for a promotional period starting on 2 August 2017 and will end on 30 November 2018, thereafter customers will be charged from the first day of activation of the Bonang By Cell C service. ONLY Cell C customers will automatically be entered into the Bonang By Cell C competition.

Using the Service:

9. The Bonang by Cell C App is available for download from the Google Play Store and Apple App Store by simply searching for "Bonang" or "Bonang by Cell C".
10. After downloading the app, the customer will open the App, accept the Terms and Conditions and subscribe to the service in-app by following the prompts.
11. Alternatively, subscription to the service can be done via USSD by dialling *133*100# or SMSing "Bonang" to 14720 (free SMS).
12. Non-Cell C customers can only subscribe in-app and will be charged to their credit card or cheque card.

13. A message confirming the Bonang by Cell C App subscription and billing will be sent to the customer. Cell C shall not be liable for any subscription, download and / or usage charges in relation to the Bonang by Cell C service, and this will be for the customer's own account irrespective of whether or not the customer downloaded the Bonang by Cell C App.
14. Once subscribed, the customer will be billed in advance on a recurring basis until they opt out of the Bonang by Cell C service.
15. If a user doesn't have credit at the time of a charge attempt, subsequent attempts to charge him/her within the day will be performed.
16. Upon successful charge, the user will receive access to all available categories in the App, and in the case of unsuccessful charge the user will only get access to the "24/7 Social Media Updates" category only.
17. Any requests for service where the subscription fee is unpaid will not be processed until the outstanding fees are brought to date.
18. The subscriber can deactivate the Bonang by Cell C service in-app, by sending STOP, CANCEL, QUIT or EXIT to 14720 (free SMS) or by dialling *133*101#.
19. If the subscriber deactivates subscription to the Bonang by Cell C App and activates it again, the customer will be treated as a first time subscriber.
20. If the customer upgrades or migrates to another package or tariff plan, the Bonang by Cell C App VAS will be carried across to the new package or tariff plan.
21. The Bonang by Cell C App is only available for consumer purchases and is not for commercial business usage.
22. The service is not available to Corporate, MVNO, MVNE's, Community payphones, XSP and LCR.
23. The Bonang by Cell C App is only available for use in South Africa.
24. For any customer queries please call 084 135. Customers can also send an email to custserv@cellc.co.za
25. Prices include VAT.

Terms and Conditions of the Bonang By Cell C 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 Bonang By Cell C App 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 Upstream Systems South Africa (Pty) Limited ("Upstream") and Cell C Limited, registration number 1999/007722/06 ("Cell C"). Prizes are sponsored by Upstream and Cell C.
- 1.4 This Competition is open to all persons who are over the age of 18 years and who are active on the Bonang By Cell C App and who have been successfully charged at least once.
- 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 05 April 2018 until 2 August 2018 ("the Competition period") with 1 (one) winner drawn per each monthly draw period and one final winner drawn at the end with 1 (one) winner drawn per each monthly draw period and one final winner drawn at the end.
- 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

- There will be small prizes to be won throughout the promotional period.

2.2 You understand that no prize may be exchanged for cash. Cell C and Upstream 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 Upstream in this event.

2.3 It is important that you understand that all participants (and winners) of the Competition indemnify Cell C and Upstream 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.

2.4 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;

3.1.2 Have successfully subscribed to the Bonang By Cell C App as set out in the Bonang By Cell C App terms and conditions;

3.1.3 Be a new or existing Cell C subscriber;

3.1.4 Be a natural person;

3.1.5 Have been successfully charged the subscription fee at least once per draw period.

3.1.5.1 A Cell C subscriber is awarded one point on subscription of the service

3.1.5.2 This point is activated on first charge

3.1.5.3 One point equates to one entry into the draw

3.1.5.4 The maximum amount of points a user is allotted is one point in each draw 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 There will be a monthly draw for winners.

3.2.2 The above is tentative and the organizer reserves the right to amend it.

3.2.3 The winners will be announced at a place to be determined by Cell C and Upstream.

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 Upstream 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 Upstream 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 or the authorised agent may contact you by telephone call. 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 Upstream 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 Upstream 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 Upstream 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 a winner, Cell C or Upstream may ask to 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 Upstream 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 Upstream 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.