

Terms and Conditions of the Cell C Fibre Referral Promotion

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 Fibre Referral Campaign (the "**Promotion**").
- 1.2 All standard terms and conditions of Cell C Limited and Cell C Service Provider Company (Pty) Limited apply to this Promotion.
- 1.3 This Promotion is organised by Cell C Limited, registration number 1999/007722/06 ("**Cell C**").
- 1.4 This Promotion is open to all persons who are over the age of 18 years who have an active C-Fibre account and valid TV License.
- 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 Promotion and cannot win prizes.
- 1.6 The Promotion will run from 13 September 2018 until 16 December 2018 ("**the Promotion period**").
- 1.7 You understand that all information (including these terms and conditions) relating to this Promotion 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 Promotion before the final draw.

2. Prizes

- 2.1 The prize that can be won per month during the Promotional Period are as follows:

2.1.1 R500 (Five hundred Rand) credit towards your Fibre account for every successful C-Fibre referral.

Successful referral means the referred candidate's application for Cell C Fibre:

- Falls **within Cell C Fibre coverage** ;
- The Fibre application was approved and passed Cell C's Credit vetting; and
- The successful referral candidate does not cancel their C-Fibre product within the Promotional Period.

2.1.2 Plus, upon successful referral, you will be entered into the draw for the monthly big prize:

2.1.2.1 1 x Samsung Smart TV 65" – Valued at R16 966.00 (sixteen thousand nine hundred and sixty six Rand); and

2.1.2.2 2 x Cell C Home View Cameras – Valued at R1092.50 (one thousand and ninety Rand and fifty cents).

2.2 The total value of the prizes amounting to R18 058.50 (Eight teen thousand and fifty eight Rand and fifty cents).

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

2.4 It is important that you understand that all participants (and winners) of the Promotion indemnify Cell C, 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 Promotion, you must:

3.1.1 Be an active C-Fibre account holder;

3.1.2 Have a valid TV Licence;

3.1.3 Give Cell C a successful referral for C-Fibre. A successful referral means:

3.1.3.1 The referral falls within the Cell C Fibre coverage;

3.1.3.2 Referral's application for Cell C Fibre was approved in terms of Cell C's credit vetting criteria; and

3.1.3.3 The successful referral candidate does not cancel their C-Fibre product within the Promotional Period.

3.2 Once you have met all the conditions set out in paragraph 3.1 above, you will receive a R500 (five hundred Rand) credit towards your Fibre account for every successful C-Fibre referral, and you will be automatically entered into the Competition for the big monthly prizes.

3.2.1 The prizes will be drawn 1st week of the new month. The winner will be announced at a place to be determined by Cell C.

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 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 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 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 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 obligations in regard to this Promotion.
- 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 Promotion 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 promotional 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 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 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.