

Cell C Promotional Bundles Terms and Conditions

Last Update: January 2024

1. Introduction

- 1.1. By your subscription and continued participation of the Promotional Bundles, you agree to these terms and conditions and all other applicable terms and conditions as may apply to the Promotional Bundles from time to time.
- 1.2. In the event that you do not understand any of terms and conditions, please get in touch with us and we will explain them to you. If you do not accept these terms and conditions, you are advised to cease your continued participation in the promotional bundles.
- 1.3. Collectively, Cell C Limited and Cell C Service Provider Company Proprietary Limited shall be referred to as "Cell C" in these terms and conditions.
- 1.4. All standard terms and conditions of Cell C apply to the Promotional Bundles and are automatically incorporated herein. Standard terms and conditions can be found at <https://www.cellc.co.za/cellc/terms-conditions>.
- 1.5. All prices and usage rates advertised by Cell C include VAT (at the prevailing rate, being, as at the date of these terms and conditions, 15%), unless otherwise stated.
- 1.6. Cell C is obliged to comply with all the rules and regulations prescribed by the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002 (**RICA**). The Promotional Bundles must therefore be processed in accordance with RICA. These rules and regulations shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>.

2. The Promotional Bundles

- 2.1. Free/complimentary data bundles are offered to eligible Cell C customers from time to time at the sole and absolute discretion of Cell C.
 - 2.2. You understand and acknowledge that the Promotional Bundles are exclusively available to selected Cell C customers on Pinnacle or ELEVATE tariff plan (the **Qualifying Price Plan**).
 - 2.3. The Promotional Bundles:
 - 2.3.1. will give free Anytime and Social data (**Promotional Data**) to eligible Cell C customers;
 - 2.3.2. is available from 15 February 2024 to 31 August 2024 (the **Promotional Period**); and
 - 2.3.3. will be provisioned each month for a specified period.
 - 2.4. The Promotional Data will be valid for 30 days from date of provisioning.
 - 2.5. The Promotional Social data bundles can be used for the following internet based services at any time of day:
 - a) WhatsApp;
 - b) Instagram;
 - c) Facebook;
 - d) Twitter; and
 - e) TikTok.
 - 2.6. The Promotional Data shall not apply to any VoIP calls including, but not limited to, WhatsApp voice and video calling.
 - 2.7. No roll-over or carry-over of any unused Promotional Data will be permitted.
 - 2.8. Promotional Data may not be transferred or shared.
 - 2.9. Upward and downward migrations are permitted, subject to the following:
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- a) Promotional Data will carry-over with upward migrations between Qualifying Price Plans;
 - b) Upon any upward migration between Qualifying Price Plans, the customer will retain the monthly Promotional Data allocation of the Qualifying Price Plan from which they are migrating and will not receive any additional Promotional Data; and
 - c) Promotional Data will not carry-over with downward migrations between Qualifying Price Plans.
- 2.10. Data charges related to out-of-bundle usage will apply by default. Customers can use the out-of-bundle Spend Control features in the Cell C app and / or portal (<https://www.cellc.co.za>) and / or the *147# USSD menu to manage their out-of-bundle charges.
- 2.11. All out-of-bundle usage charges for Postpaid customers will be added to the customer's monthly invoice.
- a) These charges will be added to the customer's bill subject to i) the customer having available spend limit; and ii) the customers self-selected Spend Control settings.
- 2.12. All out of bundle usage charges for TopUp customers will be charged to available airtime (customers must have sufficient airtime in their airtime wallet to make use of such services).

3. Usage and Cancellation of Promotional Bundles

- 3.1 Notwithstanding anything to the contrary contained herein, Cell C reserves the right to alter, suspend or terminate the Promotional Bundles immediately and without notice for any reason whatsoever.
- 3.2 Should these terms and conditions be varied and or cancelled for any reason whatsoever, or should you be disqualified from participating in the Promotional Bundles, in accordance with these terms and conditions, you shall not be entitled to any benefit or right contemplated hereunder and shall have no recourse or claim whatsoever against Cell C for such cancellation or disqualification.
- 3.3 Cancellation or migration of your contract will automatically terminate Promotional data bundles.
- 3.4 Cancellation of your contract is subject to the standard Cell C cancellation terms and conditions which can be found at <https://www.cellc.co.za/terms-and-conditions>, under individual or corporate subscriber terms and conditions. Cancellation fees and penalties will include all remaining device costs and any applicable cancellation fees. Visit the nearest Cell C store for more information on contract cancellation.

4 Amendments

- 4.1 Cell C may amend, modify and/or otherwise change the terms and conditions of the Promotional Bundles in its sole and absolute discretion from time to time and the amended version will be posted on the Cell C' website (<https://www.cellc.co.za>) or may be displayed in any other media as may be communicated to you.
- 4.2 Cell C will notify you before it amends or otherwise changes the terms and conditions of the Promotional Bundles. By continuing to use and/or purchase the Promotional Bundles, you agree and understand that you will be bound by the terms and conditions of the Promotional Bundles as amended from time to time. You further agree that it is your responsibility to review these terms and conditions regularly and any changes to these terms and conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.

5 Use of your Personal Information and Direct Marketing

- 5.1 You warrant and guarantee that all personal information supplied by you to Cell C is true and correct.
- 5.2 By accepting and signing these terms and conditions, you understand and acknowledge that Cell C, their affiliate companies, their service providers, suppliers and partners (the **Group**) are required to comply with the provisions of the Protection of Personal Information Act of 2013 (**POPIA**) to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).
- 5.3 For purposes of this, you confirm, agree, understand, acknowledge that by accepting these terms and conditions, –
- 5.3.1 you disclose and provide your Personal Information to the Group voluntarily and consent and authorise the Group to collect, use, process, share and/or transfer your Personal Information in accordance with Cell C's Privacy Policy accessible by you on Cell C's website (<https://www.cellc.co.za>) (the **Privacy Policy**);
 - 5.3.2 whatsoever nature in any of your personal information, including your physical address, previously supplied to the Group; and
 - 5.3.3 you agree and consent to be bound by the terms and conditions of the Privacy Policy accessible by you on the Cell C website ([Cell C Privacy Policy](#)) which you have read, understood and agreed.
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- 5.4 In order to fulfil the obligations set out in these Terms and Conditions, Cell C will process your personal information. Such processing may include sharing personal information with:
- 5.4.1 the Group, FNOs and/or Electronic Communications Service Providers, but only to the extent necessary and in order to provide Cell C services and devices to you;
 - 5.4.2 either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness or for fraud prevention purposes, to improve the accuracy of contact details and in order to process any payment transactions necessary for and relative to these terms and conditions; and/or
 - 5.4.3 attorneys and/or debt collection agencies if you breach these terms and conditions.
- 5.5 As and when necessary, you agree and consent to be contacted by Cell C in respect of their direct marketing campaigns in relation to similar and/or related products and/or services, which contacts will be in accordance with the terms and conditions of the direct marketing provisions of the Consumer Protection Act, 68 of 2008 (CPA) as amended and the CPA regulations and POPIA, including the provisions relating to the direct marketing registry.
- 5.6 You can ask Cell C to stop marketing to you (opt-out) at any time. You may register a block on marketing from the Group.
- 5.7 You are entitled to withdraw your consent for using your personal information under clauses **Error! Reference source not found.** and 5.4 above on written notice or notice in any other recorded form to Cell C. In the event you decide to withdraw your consent the Group will not be able to use your information for the purposes listed under clauses **Error! Reference source not found.** and 5.4 to the extent that you withdraw your consent from the date your withdrawal notice is received.
- 5.8 In accordance with Cell C's confidentiality practices and policies accessible by you on Cell C's website (<https://www.cellic.co.za>) Cell C will not disclose your personal information to any other person or institution other than as stated under this clause **Error! Reference source not found.**, for purposes of fulfilling its obligations under this agreement, or where compelled to do so in terms of any law and/or in terms of a court order.
- 5.9 Cell C has no control over the interception or loss of your personal information over the internet and assume no liability for any such interception or loss.
- 5.10 Your personal information will not be used for Cell C related communication unless you opt-in to receive further communication from Cell C in writing.

6 Use of your Personal Information and Direct Marketing

- 6.1 Cell C and any of its agents, directors, affiliates, members, or employees (each an Indemnified Person) shall not be responsible in any way for claims, loss, or damages (either direct, indirect, consequential, or otherwise), arising from customers' use of the Promotional Bundles. Additionally, no Indemnified Person shall be liable to you or any third party, in any manner whatsoever, and you indemnify each Indemnified Person accordingly, for –
- 6.1.1 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 performance of the product or your use of the Promotional Bundles, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and
 - 6.1.2 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 license 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.
- 6.2 You agree that you will 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 your participation in this Promotional Bundles.

7 Indemnity

- 7.1 Cell C and any of its agents, directors, affiliates, members, or employees (each an Indemnified Person) shall not be responsible in any way for claims, loss, or damages (either direct, indirect, consequential, or otherwise), arising from customers' use of the Promotional Bundles. Additionally, no Indemnified Person shall be liable to you or any third party, in any manner whatsoever, and you indemnify each Indemnified Person accordingly, for –
- 7.1.1 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
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with the failure or delay in the performance of the product or your use of the Promotional Bundles, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and

7.1.2 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 license 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.

7.2 You agree that you will 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 your participation in this Promotional Bundles.

8 General

8.1 If a customer does not comply with these terms and conditions and/or the processes applicable, Cell C reserves the right to refuse the customer from taking up the Promotional Bundles.

9 Governing law and resolving disputes

9.1 This Agreement is governed by the laws of South Africa.

9.2 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Promotional Bundles.

9.3 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Promotional Bundles.

9.4 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 this Promotion, you agree and understand that you will be bound by the amended terms and conditions.

9.5 Cell C will notify you before it amends or otherwise changes the terms and conditions. By continuing to use the Promotion and its benefits, you agree and understand that you will be bound by these terms and conditions as amended from time to time. 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.

9.6 Any benefits obtained from the Promotional Bundles can only be used for private and personal use and cannot be used for commercial purposes or any form of on-seller usage where the customer uses this product and charges for the Service. The customer agrees that the benefits shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services and/or call centres. Failure to adhere to this condition shall be a breach of these product terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits.

10 Bound by term, representation, warranty or promise

10.1 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

11 Indulgence and waiver

11.1 No indulgence by a Party to another, or failure strictly to enforce the terms hereof, shall be construed as a waiver or be capable of founding an estoppel.
