

## **TERMS AND CONDITIONS: CELL C WIN WIN WIN 2020 COMPETITION (THE “COMPETITION”)**

### **INTRODUCTION**

1. This exciting Competition runs from 11 August 2020 to 13 September 2020.
2. Customers can win a range of prizes from data, smartphones + laptop vouchers to cash and LG appliances.
3. The Competition comprises of 3 elements:
  - 3.1. Customers are entered into a weekly draw;
  - 3.2. Customers are entered into a bi-weekly draw ; and
  - 3.3. Customers are entered into a grand draw, offering them the opportunity to win a range of prizes as set out below.
4. The qualifying criteria for entries are:
  - 4.1. Any Customer signing up or upgrading on a SMARTDATA, Pinnacle or Fibre qualifying contract (across Postpaid, TopUp for Personal or Business use).

### **PRIZES**

The prizes that can be won in this Competition are listed in the Table below and are applicable to any qualifying customer.

The total value of the prizes amounts to over R1,500,000,00 (One Million Five Hundred Thousand Rand)

5. Customers have a chance of winning the below prizes during the Competition Period.

<b>WIN WIN WIN Prizes</b>
50GB Data Bundles
R1,000 Weekly Pick n Pay Vouchers/Woolworths Gift Cards
LG Smartphones
R4,000 Weekly Smartphone, Wearables, Laptop and Tablet Vouchers
R2,000 Weekly Cash Vouchers
R50,000 Weekly LG Premium Appliance Prizes
R50,000 Grand Cash Prize

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## COMPETITION RULES

### 6. General

- 6.1 It is important that you understand and agree to these terms and conditions in order for you to participate in the Competition.
  - 6.2 All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited apply to this Competition.
  - 6.3 The Competition is organised by Cell C Limited, registration number 1999/007722/06 ("**Cell C**").
  - 6.4 Prizes are sponsored by Cell C and LG.
  - 6.5 The Competition will run from 11 August 2020 at 9:00am to 13 September 2020 23:59pm ("**the Competition Period**"), both days inclusive. Entries received after the closing date of the Competition Period will not be considered.
  - 6.6 You understand that all information (including these terms and conditions) relating to this Competition published on any promotional or advertising material or on either the Cell C website ([cellc.co.za](http://cellc.co.za)) or the [www.LG.com/za/promotions](http://www.LG.com/za/promotions) website at any time before or during the Competition Period will form part of the terms and conditions of entry.
  - 6.7 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.
  - 6.8 No prize may be exchanged for cash. Cell C and LG reserve the right to substitute, change and/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 and or LG in this event.
  - 6.9 Cell C will at no point collect or request any form of remuneration for the rewards issued with this Competition.
  - 6.10 Cell C cannot be held responsible for any warranties, guarantees and/or expenses to maintain any prizes outside of the provider's warranties and/or guarantees as indicated in Annexure B.
  - 6.11 By entering this Competition, 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 Competition, will be final and binding and no correspondence will be entered into.
  - 6.12 Cell C and LG have the right to withdraw this Competition at any time before the final draw.
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## 7. WHO CAN ENTER?

- 7.1 This Competition is open to all natural persons who are over the age of 18 years (any persons under the age of eighteen (18) must have their parent/guardian's permission before entering the Competition), in possession of a valid South African ID book or passport and based in South Africa during the Competition Period (the "**Participants/you/your**") and who sign up or upgrade on any approved 24-month contract during the Competition Period in their personal or business capacity.
- 7.2 Participants younger than 18 years must have the consent of their parents or legal guardian. The prizes will only be released to the winners' parent or guardian.
- 7.3 Excluded from the Competition are:
  - 7.3.1 Migrations between post-paid packages that do not include an upgrade to a 24-month contract; or
  - 7.3.2 Multiple SIM contracts. Only the Master SIM is eligible.
- 7.4 Directors, members, partners, employees or agents of or consultants to Cell C and LG, or their marketing / advertising / sponsorship / activation agencies, 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.

## 8. HOW TO ENTER

- 8.1. To participate in this Competition, you must:
    - 8.1.1 Successfully sign up or Upgrade on any SMARTDATA, PINNACLE or FIBRE contract (Postpaid or Top-Up), for Personal or Business use and keep your contract up to date and fully paid.
  - 8.2 Once you have met all the conditions set out above, you will automatically be entered into the Competition.
  - 8.3 There are 3 types of draws:
    - 8.3.1 Weekly Surprise draw for the Competition Period. Draws will take place each Tuesday for all approved contracts uploaded into the Cell C system;
    - 8.3.2 Weekly LG Handset draw for the Competition Period. Draws will take place each Tuesday for all approved contracts uploaded into the Cell C system. In the event that a Participant was drawn as a winner of a LG Weekly Handset prize the winner will be required to provide details (see Annexure B);
    - 8.3.3 Bi-Weekly LG Premium Appliance Collection draw for the competition period. Draws will take place on a Tuesday for all approved contracts
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uploaded into the Cell C system. In the event that a participant was drawn as a winner of a LG Weekly Handset prize the winner will be required to provide details (see Annexure B); and

8.3.4 One overall Grand Prize draw on or before 30 September 2020.

- 8.4 Entrants are only eligible to win 1 weekly surprise prize, 1 bi-weekly and the overall prize for the duration of the Competition.
- 8.5 All entrants that do not win in a draw, will be re-entered into the next draw, therefore the earlier the contract is signed the more chances you have to win.
- 8.6 All entrants who purchased an LG device on a qualifying contract are entered into the draws twice.
- 8.7 Any WIN WIN WIN prize that is not claimed within a period of 30 calendar days from the date the prize SMS is issued (the “**Redemption Period**”) for whatever reason will be forfeited after the expiry of the Redemption Period.

## 9 DETERMINATION OF WINNERS

- 9.1 You will be contacted by Cell C or Cell C’s authorised agent, within seven (7) calendar days of each of the WIN WIN WIN draws. 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.
  - 9.2 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.
  - 9.3 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 Competition.
  - 9.4 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 draws and this will be reported on Cell C’s internal audit reporting procedures.
  - 9.5 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
  - 9.6 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
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the end of the Competition Period. You are entitled to say no to this request.

- 9.7 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.
  - 9.8 Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
  - 9.9 All Participants and winners indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors against any loss and/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.
  - 9.10 Cell C reserves the right to select an alternative winner in the event that it reasonably believes, in its sole discretion, that the winner is not eligible to win, the winner has contravened any of these terms and conditions, acted fraudulently with regards to the Competition, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition 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.
  - 9.11 Prize winners will be required to provide Cell C with their names and identity numbers in terms of the Consumer Protection Act, No 68 of 2008, and they will be required to sign an acknowledgement of receipt of their prize.
  - 9.12 Cell C may amend, modify and/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.
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## 10 PRIZE REDEMPTION PERIOD

### 10.1 Weekly Voucher Prizes: Smartphones, Wearables Laptops, Tablets, Shopping

- 10.1.1 The Prize Voucher SMS is valid for 30 (thirty) calendar days from date of issue (“**Voucher Period**”) enabling the Participant to log onto the online redemption platform.
- 10.1.2 In the event that the Participant does not log onto the online redemption platform within the Voucher period, the Prize will be forfeited.
- 10.1.3 The Participant will be required to enter in a One Time Pin (OTP) that will be sent to the MSISDN that was awarded the Prize.
- 10.1.4 The Voucher Period may be extended at the sole discretion of Cell C.
- 10.1.5 Once the Participant has redeemed the reward on the online redemption platform their Prize will have a period of time to redeem their reward at the Prize partner, as per the below:
  - 10.1.5.1 Takealot.com – Valid until 31 December 2020 to use their Takealot.com Coupon on the Takealot.com website; and
  - 10.1.5.2 Pick n Pay, Woolworths – 12 months to use their Pick n Pay voucher or Woolworths Gift Card at any Pick n Pay or Woolworths store.

### 10.2 Weekly Cash Prizes ABSA CashSend

- 10.2.1 The Participant has 30 (thirty) calendar days to go to the ABSA ATM and draw the full value of their cash in one transaction from the date that the ABSA Cash Send SMS was sent. You do not need to be an ABSA customer to make use of this service, it is a cardless service based upon a voucher.

### 10.3 Grand Cash Prizes

- 10.3.1 The Participant will be required to send back the completed forms and supporting documents as detailed in Clause 8.3.1 within five (5) business days of the forms being sent to them.

### 10.4 LG Bi-Weekly Premium Appliance Collection Prizes

- 10.4.1 Biweekly Winners may win one of 3 x LG Premium Appliance Collections to the value of R50,000 Each, which will comprise of a TV, Dish Washer, Microwave, Fridge and Washing Machine. Delivery Date cannot be later than 4 weeks after the conclusion of the Cell C Win Win Win 2020 Promotion.
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## 10.5 LG Weekly Handset Prizes

- 10.5.1 The weekly LG Handset Winners will win LG Handsets and have 2 weeks after the winning draw to claim the handset.

## 11 PRIZE QUALIFICATION AND CLAIMING PROCESS

- 11.1 Only selected Cell C Prizes will be included in the weekly draws.
- 11.2 No claims for the Prize will be accepted or processed 30 calendar days after the Prize Voucher has been issued.
- 11.3 Only original and valid Prize Voucher codes will be accepted for the redemption of Prize.
- 11.4 Proof of purchase of the Prize may be required as part of the voucher claims process.
- 11.5 A Prize Voucher can only be claimed once.
- 11.6 Should there be any dispute in this regard, Cell C shall be sole adjudicator of the dispute and its decision shall be final and binding.
- 11.7 Prizes can only be claimed within the Republic of South Africa.
- 11.8 Prizes are not transferable (**unless for donation to chosen Charities outlined in 18 below**). No substitution, cash redemption (in the case of non-cash rewards), or assignment of the vouchers are permitted.

## 12 WEEKLY PRIZES

### 12.1 50GB Data Bundles

Winners will be notified within 48 - 72 hours of the weekly draw.

### 12.2 LG Smartphones

The winner contacted by LG and LG will ensure that the handset is delivered to the specified delivery address as per the signed post-paid contract. The winner must ensure there is someone to receive the handset. LG will only attempt 2 deliveries thereafter the winner will need to arrange delivery of the handset.

### 12.3 Smartphone, Wearables, Laptop or Tablet: Takealot.com Coupon

- 12.3.1 The Takealot.com coupon entitles the Participant to a coupon to the value of R4,000,00 (Four Thousand Rand) to use towards the purchase of a Smartphone, wearables, a laptop or tablet (depending on the prize issued), with the following conditions:
- 12.3.2 A Takealot.com coupon will be allocated to the winning Participant via SMS. Any Participant who has unsubscribed from receiving marketing SMSs will not receive the SMS and it is the Participant's responsibility to notify Cell C within 48 hours that it has unsubscribed from receiving marketing SMSs. Cell C shall not be held responsible for SMSs not received by Winners.



- 12.3.3 The winning Participant will be required to click on the link in the SMS and enter in the unique code to access the prize redemption platform.
  - 12.3.4 Once the winning Participant has accessed the prize redemption platform they will be sent a One Time Pin (OTP). The OTP will be sent to the MSISDN that was sent the initial prize SMS.
  - 12.3.5 The Takealot.com Coupons are only available for use on the takealot.com website towards the purchase of qualifying products (namely the smartphone or wearables department or the laptop and tablets department, as the case may be) found on [www.takealot.com](http://www.takealot.com).
  - 12.3.6 Takealot.com Coupons are valid until the 31<sup>st</sup> December 2020.
  - 12.3.7 If a Takealot.com Coupon has not been used within that period, it will expire and be forfeited.
  - 12.3.8 If the full value of the Takealot.com Coupon is not used in a single transaction, the remaining value of the Takealot.com Coupon will be forfeited.
  - 12.3.9 If the value of the purchase is more than the value of the Takealot.com Coupon the Participant will be required to pay in the difference
  - 12.3.10 Takealot.com Coupons cannot be used to buy Gift Vouchers or other coupons, and cannot be exchanged or refunded for cash or credit. Takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a Takealot.com Coupon.
  - 12.3.11 A unique Takealot.com Coupon can only be used once.
  - 12.3.12 Only one Takealot.com Coupon can be used per order.
  - 12.3.13 Takealot.com Coupons may not be used in conjunction with any other reward, coupon, voucher or discount.
  - 12.3.14 A Takealot.com Coupon must be used at check-out – it cannot be used later on existing orders.
  - 12.3.15 The value of the Takealot.com Coupon will be set off against the value of the Participant's shopping basket, if the value of the basket is higher than the value of the Takealot.com Coupon, the Participant will be required to pay in the difference. If the value of the basket is less than the value of the Takealot.com Coupon, the Participant will forfeit the remaining value of the Takealot.com Coupon.
  - 12.3.16 The Takealot.com Coupons will be ring fenced to certain categories on the Takealot.com website (namely the smartphones and wearables department or the laptops and tablets department) and the winning Participant may only purchase products within that category. No other product will be eligible for purchase on the Takealot.com website using the Takealot.com Coupon.
  - 12.3.17 Takealot.com Coupons do not accrue interest and are not refundable for cash once purchased.
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- 12.3.18 Takealot.com is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Takealot.com Coupon, after it has been SMSed to you or the MSISDN nominated by you.
- 12.3.19 If for any reason a Takealot.com Coupon does not reflect on the final amount due at check-out, the Participant can contact Takealot.com on (<https://secure.takealot.com/help>) to confirm if the Takealot.com Coupon is still valid. If takealot.com confirms that the Takealot.com Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Takealot.com Coupon, or you can use the Takealot.com Coupon on your next order within the limitations of the specific Takealot.com Coupon's terms and conditions.

#### 12.4 **Pick n Pay**

The Pick n Pay Voucher entitles the Participant to a voucher to the value of R1000,00 (One Thousand Rand) with the following conditions:

- 12.4.1 The Pick n Pay grocery voucher is exchangeable for merchandise at all Pick n Pay retail outlets. The Pick n Pay voucher is valid for 12 (twelve) months from the date of issue. Thereafter, the voucher will be deactivated. Misuse of this voucher, which shall be determined in Pick n Pay's sole discretion, constitutes fraud.
- 12.4.2 Each Pick n pay grocery voucher will have a unique code and can be used multiple times i.e. until all the funds on the voucher has been spent.
- 12.4.3 If the value of the purchase is more than the value of the Pick n Pay voucher the Participant will be required to pay in the difference.
- 12.4.4 Only one Pick n Pay voucher can be used per purchase.
- 12.4.5 The Pick n Pay voucher is governed by the Pick n Pay voucher terms and conditions which may be obtained directly from Pick n Pay.
- 12.4.6 The Pick and Pay voucher is not transferable and may not be substituted or exchanged for cash or anything else.
- 12.4.7 The Pick and Pay is cash and if lost or stolen, it is the Participants responsibility and Pick n Pay, Cell C or the Organizer will not be liable for any loss suffered.

#### 12.5 **Woolworths Gift Card**

The Woolworths Gift Card entitles the Participant to the value of R1000,00 (One Thousand Rand), with the following conditions:

- 12.5.1 The Woolworths Gift card is valid for 12 (twelve) months from date of issue.
  - 12.5.2 The gift card cannot be exchanged for cash or credit.
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- 12.5.3 The remaining balance of the gift card will remain on the voucher until redeemed and no cash back will be given as change.
- 12.5.4 The gift card value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
- 12.5.5 The gift card cannot be replaced if lost or stolen.
- 12.5.6 Woolworths will only accept digital gift cards in the format of an SMS. The Winner must SMS the digital gift card to their phone and present the SMS in a Woolworths store at till point.
- 12.5.7 Woolworths will only accept the digital format on presentation of a South African ID or Driver's license and the Winner must present both the voucher code (Bin Number sixteen digits) as well as the CVV number (three digits) included in the SMS.
- 12.5.8 The rand value of the gift card will be transferred onto a physical Woolworths gift card, this gift card can be used immediately.
- 12.5.9 The Winner will be required to present this gift card as payment for their Woolworths purchases.
- 12.5.10 Purchases will be deducted from the gift card amount until the value reaches zero.
- 12.5.11 The Winner can check their remaining balance at any till point in a Woolworths store. The balance reflecting on the Woolworths system is binding.
- 12.5.12 The digital gift card may not be used to make any payments into any Woolworths Account, Woolworths Loan, Visa Account or utilities account.

## 12.6 Cash

The Cash prize entitles the winning Participant to R2,000,00 (Two Thousand Rand) cash sent via ABSA CashSend, with the following conditions:

- 12.6.1 The winning Participant will be sent two (2) ABSA CashSend SMSes:
    - 12.6.1.1 The first SMS will contain a 10 digits ABSA PIN
    - 12.6.1.2 The second SMS will contain a SMS with a 6 digit PIN
  - 12.6.2 The winning Participant will be required to go to an ABSA ATM select the ABSA CashSend option and follow the prompts.
  - 12.6.3 The two (2) PINS are only valid for one transaction and the full value of the ABSA CashSend voucher must be redeemed in one single transaction.
  - 12.6.4 If the full value of the ABSA CashSend is not redeemed, the Participant will forfeit the remaining value of the ABSA CashSend.
  - 12.6.5 The ABSA CashSend PINS will be valid for thirty (30) calendar days from date of sending.
  - 12.6.6 If the ABSA CashSend has not been used within that period, it will expire and be forfeited.
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- 12.6.7 The winner does not have to bank with ABSA in order to redeem this prize. It is a cardless process which works on the PIN codes which will be sent to the winner.

**13 LG WEEKLY HANDSET PRIZES:**

- 13.1 The winners will be contacted within 72 hours of the weekly draw and directed to the LG Redemption process (See Annexure B)

**14 LG BI-WEEKLY PREMIUM APPLIANCES COLLECTION:**

- 14.1 The winners will be contacted within 72 hours of the bi-weekly draw and directed to the LG Redemption process (See Annexure B)

**15 GRAND PRIZE**

**15.1 Cash**

The Grand Prize entitles the Winner to a R50,000,00 (Fifty Thousand Rand) Cash Prize, with the following conditions:

- 15.1.1 The Winner will be contacted via phone (the contracted MSISDN) 48 to 72 hours after the draw and will be sent an email containing a banking indemnity form and a consumer contact form.
- 15.1.2 The Winner will be required to send back the completed indemnity form, completed consumer contact form and a bank stamped letter confirming their banking details within five (5) business days of being contacted. Should the winner fail to do so, the winner will forfeit the prize and a new winner will be drawn.
- 15.1.3 The Winner will receive payment into the bank account details provided within 7 (seven) business days of the completed forms and bank stamped letter being sent back.
- 15.1.4 A Proof of Payment will be sent to the Winner on request.

**16 LIMITATION OF LIABILITY**

- 16.1 To the extent permitted by Consumer Protection Act, No 68 of 2008, and any other applicable law, the Participant hereby indemnifies Cell C against any direct, indirect, special, incidental, consequential and/or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise.
  - 16.2 Cell C excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).
  - 16.3 All personal information exchanged with the usage of 3rd party applications will not be monitored or controlled by Cell C. The Participant bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The Participant understands and agrees to
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indemnify Cell C from all liability arising from whatsoever nature in respect any prize

## 17 GENERAL

- 17.1 In accordance with the confidentiality policies and practices of Cell C, none of the entry details of any Participants in this Competition will be disclosed or used by Cell C for any purposes other than for processing the prizes.
  - 17.2 Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
  - 17.3 Participants acknowledge and accept that the Cell C shall utilise a third-party agent to contact the Participant to arrange delivery. In order to affect the contacting and delivery process, Cell C shall provide the Participant's information to such third-party agent.
  - 17.4 Details of Participants will not be used for Cell C related communication unless the Participant opts-in to receive further communication from Cell C.
  - 17.5 Cell C may amend, modify and/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.
  - 17.6 Cell C reserves the right, at any time, to verify the validity of Participants (including a Participant's identity, age and place of residence) and to reject any Participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the Cell C's discretion. Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
  - 17.7 If any prize is interfered with in any way or is not capable of being claimed as reasonably anticipated due to any reason beyond the reasonable control of Cell C, including but not limited to technical difficulties, unauthorized intervention or fraud, Cell C reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) to modify, suspend, terminate and/or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
  - 17.8 Save as permitted by law, Cell C reserves the right to cancel, suspend or terminate any prize, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on Cell C's website [www.CellC/TermsandCondition](http://www.CellC/TermsandCondition). No liability shall lie against Cell C in favour of any Participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore the Participant waives his/her right which they may have against Cell C and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against Cell C.
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- 17.9 The awarding of prizes are governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
- 17.10 Any dispute or claim arising out of or in connection with this Competition shall be governed by and construed in accordance with the laws of South Africa.
- 17.11 Cell C accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Prizes, but not limited to, stock unavailability, strike, lock out, destruction of offer on route to winner by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earthquake or other acts of God.
- 17.12 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 17.12.1 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - 17.12.2 It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

## 18 CHARITIES FOR DONATION OF PRIZES

- 18.1 Winners are contacted by Cell C (telephonically) to confirm the Prize they have won. During this call the Winner can chose to keep their prize or agree to donate their Prize to a chosen Charity. The following are the Charities selected for any donation of prizes:
  - 18.2 Gauteng Region:
    - 18.2.1 Tomorrow Trust | 45224 | Health & Education
    - 18.2.2 ACFS | 001-213 | Health, Feeding Scheme & Orphans
    - 18.2.3 Tails and Whiskers | 2016/537354/08 | Animals/Conservation
    - 18.2.4 Nokuphila School | 072 167 | Education
    - 18.2.5 Mmachipa Home for the Mentally Impaired | 066-182 | Orphans & Shelter/Housing
    - 18.2.6 New Life Center | 039-592 | Education & Shelter/Housing
    - 18.2.7 Gift of the Givers | 032-031 | Health, Feeding Scheme & Orphans
    - 18.2.8 The Boucher Legacy | 2012/180583/08 | Animals / Conservation
    - 18.2.9 Sandton | 000 713 | Animals/Conservation & Shelter/Housing
    - 18.2.10 Viva Foundation | 094-301 | Education & Orphans
    - 18.2.11 The SCZwane Foundation | 2015/068841/08 | Education & Orphans
    - 18.2.12 Rhulani Mabasa Foundation | 175-328 | Orphans & Shelter/Housing
    - 18.2.13 Acts2Change | 95/03263 | Education, Feeding Scheme, Orphans & Shelter/Housing
    - 18.2.14 Community Led Animal Welfare (CLAW) | 077-416 | Feeding Scheme, Orphans & Shelter/Housing
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- 18.2.15 Ratang Bana | 069-012 | Orphans & Animals/Conservation
- 18.2.16 House of Hope | 057-606 | Feeding Scheme & Orphans

### 18.3 Western Cape Region:

- 18.3.1 Habibia Orphanage | Feeding Scheme & Orphans
- 18.3.2 Douglas Murray Home for the Aged | Feeding Scheme & Elderly
- 18.3.3 Beit Ul Aman Old Age Home | Feeding Scheme & Elderly
- 18.3.4 St Francis Children's Home | Feeding Scheme & Orphans
- 18.3.5 Stepping Stones Children's Centre (Belhar/Vrygrond/Ilinge Labantwana) | Education, Feeding Scheme, Orphans
- 18.3.6 Star Sign FC | 2018/100347/08 | Education & Orphans
- 18.3.7 Molemole Academy | 121-129 |
- 18.3.8 Samaritan Children's Home | 019-569 | Feeding Scheme, Orphans & Shelter/Housing
- 18.3.9 Choice Trust | 007-515 | Feeding Scheme & Orphans
- 18.3.10 Bold Moves Foundation | 2009/012309/08 | Health, Education & Orphans
- 18.3.11 CANSA PLK | 000-524 | Health
- 18.3.12 Association for persons with disability | Health
- 18.3.13 Kokona Drop in Centre | 056-068 | Health, Education & Feeding Scheme  
Selaoboye drop in Mokopane | 070-726 | Feeding Scheme, Orphans & Shelter/Housing
- 18.3.14 BeYOUTiful Woman – all things woman | 2017/2796/75 | Education & Orphans

### 18.4 Eden Region

- 18.4.1 Mosselbay Care Centre | 063-455 | Education & Feeding Scheme
- 18.4.2 Bethesda | 020-521 | Health
- 18.4.3 Emmaus | 000-423 | Education & Shelter/Housing
- 18.4.4 Carpe Diem School | 042-116 | Education
- 18.4.5 Garden Route SPCA | 003-629 | Animals/Conservation
- 18.4.6 Mama Mia Pre-school | C 15009 | Education
- 18.4.7 Up With Down's | PBO 93002 9476 | Education

### 18.5 Central / Bloemfontein Region

- 18.5.1 Angel Hearts | 167-116 | Shelter/Housing
- 18.5.2 New Beginnings Rescue Centre | 120-496 | Elderly
- 18.5.3 BFN Baptist Church | Awaiting | Feeding Scheme
- 18.5.4 Metsing Prep School | Awaiting | Education
- 18.5.5 Olesego House | Awaiting | Shelter/Housing
- 18.5.6 Pelonomi Hospital | Awaiting | Health
- 18.5.7 Green/Clean Project | Awaiting | Animals/Conservation

### 18.6 Eastern Cape Region



- 18.6.1 Project Sparkle | 179-354 | Orphans
  - 18.6.2 Kuzuko Lodge Foundation | 209-243 | Education, Feeding Scheme & Animals/Conservation
  - 18.6.3 Helping those in need | 189-433 | Education, Feeding Scheme, Orphans & Shelter/Housing
  - 18.6.4 Guardians of Hope | Hope202-855 | Health, Education, Orphans & Shelter/Housing
  - 18.6.5 LIA | 192-224 | Education & Feeding Scheme
  - 18.6.6 Famhealth Trust | 175-426 | Health, Education, Feeding Scheme, Orphans & Shelter/Housing
  - 18.6.7 Greensleeves Childrens Trust | 097-715 | Education, Feeding Scheme, Orphans & Shelter/Housing
  - 18.6.8 Salem Baby Care Center | 004-857 | Education, Feeding Scheme, Orphans & Shelter/Housing
  - 18.6.9 Hanahs Arms | 184-179 | Education, Feeding Scheme, Orphans & Shelter/Housing\African Angels | 061-372 | Education, Feeding Scheme & Shelter/Housing
  
  - 18.7 Northern / Mpumalanga Region
    - 18.7.1 Guardian Angels | 081-749 | Health
    - 18.7.2 Nelspruit Community Forum | 048-272 | Feeding Scheme & Shelter/Housing
    - 18.7.3 Roepingsbond | 053-086 | Feeding Scheme & Shelter/Housing
    - 18.7.4 Ama Wheelies | 083-054 | Health
    - 18.7.5 The Topsy Foundation | 016-668 | Health
    - 18.7.6 A Spring of Hope | 093-141 | Feeding Scheme
    - 18.7.7 Swa Vana Children's Project and HBC | 078-644 | Health, Orphans & Shelter/Housing
    - 18.7.8 Sesifikile Youth Structure | 059-581 | Health
    - 18.7.9 Care for Wild Rhino Sanctuary NPC | 149-348 | Animals/Conservation
    - 18.7.10 Pro -Life Center Rescue Animals | 132-239 | Animals/Conservation
  
  - 18.8 KZN Region
    - 18.8.1 Robes of Different Colours | 161-284 | Shelter/Housing
    - 18.8.2 Baitul Aman children's home | Orphans
    - 18.8.3 Summerhill House | 071/910 | Orphans
    - 18.8.4 Novunywa SP Primary School | Education & Feeding Scheme
    - 18.8.5 Morester Homes Ladysmith | 009-231 | Orphans
    - 18.8.6 Lily of the Valley | 000-416 | Orphans
    - 18.8.7 Ekusizaneni Childrens Home and Ethmbeni Hospice | 031-415 | Health & Orphans
    - 18.8.8 Phoenix Animal Care Treatment | 114-846 | Animals/Conservation
    - 18.8.9 Feedy Needy | 100-330 PBO 930039198 | Feeding Scheme
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- 18.8.10 Verulam Day and Frail Care Centre for the aged | 002-516 | Health
  - 18.8.11 Phoenix Child and Welfare Society | 002-280 | Orphans
  - 18.8.12 Malvern Childrens Home | 009-231 | Shelter/Housing
  - 18.8.13 The Nest | 002-7884 | Shelter/Housing
  - 18.8.14 Durban & Coast SPCA | 002-312 | Animals/Conservation
  - 18.8.15 St Thomas Home For Children | 020-961 | Orphans
  - 18.8.16 CINDI | Health, Education, Feeding Scheme, Orphans, Elderly & Shelter/Housing
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## **ANNEXURE B**

### **1. LG WEEKLY HANDSET PRIZES TERMS AND CONDITIONS FOR THE CELL C IT'S A WIN WIN WIN COMPETITION**

- 1.1. Cell C will conduct a weekly LG Handset draw once a week for the competition period. Draws will take place on a Tuesday for all approved contracts uploaded into the Cell C system. In the event that a participant was drawn as a winner of a LG Weekly Handset prize; the winner will be contacted by LG and will be required to provide the below detail in order to make delivery via SkyNet courier services of the handset prize:
  - 1.1.1. Winner Name and Surname
  - 1.1.2. Winner Contact Detail
  - 1.1.3. Cell C Proof of Purchase
  - 1.1.4. Delivery Address
  - 1.1.5. Delivery Contact Person
  - 1.1.6. Delivery Contact Person's Cell No
  - 1.1.7. ID Number of Person designated to take receipt of the handset prize
- 1.2. Required Delivery Date, which cannot be later than 2 weeks after the weekly winning draw announcement made by Cell C
- 1.3. Weekly LG Handset Prizes:
  - 1.3.1. Week 1 = 11 Aug = 10 x LG K40 (LG-LMX420ZM K40 BLUE 32GB )
  - 1.3.2. Week 2 = 17 Aug = 10 x LG Q60 (LG-LMX525 Q60 BLUE 64GB )
  - 1.3.3. Week 3 = 24 Aug = 10 x LG Q60 (LG-LMX525 Q60 BLUE 64GB )
  - 1.3.4. Week 4 = 31 Aug = 10 x LG Q60 (LG-LMX525 Q60 BLUE 64GB )
  - 1.3.5. Week 5 = 07 Sept = 10 x LG Q60 (LG-LMX525 Q60 BLUE 64GB )
  - 1.3.6. Week 6 = 14 Sept = 10 x LG Q60 (LG-LMX525 Q60 BLUE 64GB )

### **2. LG BI-WEEKLY PREMIUM APPLIANCE COLLECTION PRIZES TERMS AND CONDITIONS FOR THE CELL C IT'S A WIN WIN WIN COMPETITION**

- 2.1. Cell C will conduct a Bi-Weekly LG Premium Appliance Collection draw for the competition period. Draws will take place on a Tuesday for all approved contracts uploaded into the Cell C system. In the event that a participant was drawn as a winner of a Bi-Weekly LG Premium Appliance Collection prize the winner will be required to provide the below detail:
    - 2.1.1. Winner Name and Surname
    - 2.1.2. Winner Contact Detail
    - 2.1.3. Valid SABC TV License as defined at [www.tvlic.co.za](http://www.tvlic.co.za)
    - 2.1.4. Cell C Proof of Purchase
    - 2.1.5. Delivery Address
    - 2.1.6. Delivery Contact Person
-

- 2.1.7. Delivery Contact Peron's Cell No
- 2.1.8. ID Number of Person designated to take receipt of the LG Appliance Collection prize

2.2. Required Delivery Date, which cannot be later than 4 weeks after the conclusion of the Cell C Win Win Win 2020 Promotion.

2.3. Biweekly Winners may win one of 3 x LG Premium Appliance Collections to the value of R50,000 Each, which will comprise of the below listed products\*

2.3.1. \*Product Model, Colour and Description may vary

Category	LG Products*
TV	55UN7100PVC.AFB
Dish Washer	DFB512FP.APZQESA
Micro Wave	MH8265CIS.BSSQSAF
Fridge	GC-F459NLJZ.APZQESA
Washing Machine	F4V5RYP2T.ASSQESA

2.4. LG will not be responsible for incorrect product specifications or sizing. The onus is on the winner to ensure that the qualifying appliances will fit into his nominated delivery address. The dimensions of the LG Handsets and Appliances can be referenced on [www.lg.com/za](http://www.lg.com/za).

2.5. LG will only attempt delivery once to the nominated delivery address, thereafter the cost of delivery will be for the winner. Should LG attempt a failed delivery, the winner has 10 working days to arrange for delivery of the LG Handset or Appliance, failing which LG reserves the right to withdraw the prize.

2.6. All risks and ownership of the prize shall pass to the winner upon transfer thereof, hence all LG's obligations in regard to this Competition in regard to the prize shall terminate

2.7. LG sole liability shall be limited to the warranty conditions of the LG Handset or Appliance.

2.8. Delivery of the LG Premium Appliance Collection will be to a single address through a single delivery attempt. Thereafter the cost of delivery will be for the winner. Should LG attempt a failed delivery, the winner has 10 working days to arrange for delivery of the LG Handset or Appliance, failing which LG reserves the right to withdraw the prize.

2.9. LG product models, descriptions and colour may vary, depending on availability as the time of the conclusion of the winner's draw.

### 3. LIMITATION OF LIABILITY:

- 3.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:

- 3.1.1. The claimant hereby indemnifies LG against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise.
- 3.1.2. LG excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).
- 3.1.3. All personal information exchanged with the usage of 3rd party applications will not be monitored or controlled by LG. The claimant bares the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The claimant understands and agrees to indemnify LG from all liability arising from whatsoever nature in respect to the LG Premium Collection prize.
- 3.1.4. Data charges may be incurred for downloading LG product brochure or completing the online form. Network rates apply.

#### 4. GENERAL:

- 4.1. In accordance with the confidentiality policies and practices of LG none of the entry details of any participant in Competition will be disclosed or used by LG for any purposes other than for processing the voucher and in accordance with clause 5.4 below.
  - 4.2. Data charges may be incurred for downloading the LG product brochure or completing the online form. Network rates apply.
  - 4.3. Participants acknowledge and accept that LG shall utilise a third-party agent to contact the participant to arrange delivery. In order to affect the contacting and delivery process, LG shall provide the participant's information to such third-party agent.
  - 4.4. Details of participants will not be used for LG related communication unless the participant opts-in to receive further communication from LG.
  - 4.5. LG may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on its website [www.lg.com/za/promotions](http://www.lg.com/za/promotions) The onus rests on the Claimant to constantly check the website for updates to the Terms and Conditions.
  - 4.6. LG reserves the right, at any time, to verify the validity of participants (including a claimants' identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the LG discretion. Failure by LG to enforce any of its rights at any stage does not constitute a waiver of those rights.
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- 4.7. If the voucher is interfered with in any way or is not capable of being claimed as reasonably anticipated due to any reason beyond the reasonable control of LG, including but not limited to technical difficulties, unauthorized intervention or fraud, LG reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
- 4.8. Save as permitted by law, LG reserves the right to cancel, suspend or terminate this Voucher, without notice at any time, and such cancellation, suspension or termination shall be deemed to have taken effect from the date of publication on the Organiser's website [www.lg.com/za/promotions](http://www.lg.com/za/promotions) liability shall lie against the Organiser in favor of any participant, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore the participant waives his/her right which they may have against LG and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against LG.
- 4.9. This voucher is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion/competition.
- 4.10. Any dispute or claim arising out of or in connection with this voucher shall be governed by and construed in accordance with the laws of South Africa.
- 4.11. LG accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Qualifying Products, but not limited to, stock unavailability, strike, lock out, destruction of Offer on route to winner by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earthquake or other acts of God.
- 4.12. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 4.12.1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - 4.12.2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

## 5. LG WARRANTY

- 5.1. In the event that a participating Winner has a defective LG product, the participant should contact LG Customer Care on the below indicated contact detail:
    - 5.1.1. LG Toll Free Number: 0800 54 54 54
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5.1.2. LG WhatsApp Customer Care Number: 084 33 44 555

5.1.3. LG Customer Care Email: [www. https://www.lg.com/za/support/email](https://www.lg.com/za/support/email)

5.1.4. LG Call Centre Operating Hours:

5.1.4.1. Monday to Saturday: 08h00 ~ 17h0

5.1.4.2. Sunday: Closed

5.1.4.3. Public Holidays: Closed

5.2. Warranty Period According to the Product:

PRODUCT	WARRANTY PERIOD
TV's	24 months
Refrigerators	24 months
Washing Machines, Dishwashers	24 months
Microwave Oven	24 months
Mobile	24 months (Battery: 6 months)

5.3. In the event that a participating Winner has a defective LG product, the participant should contact LG Customer Care on the below indicated contact detail:

5.4. LG Toll Free Number: 0800 54 54 54

5.5. LG WhatsApp Customer Care Number: 084 33 44 555

5.6. LG Customer Care Email: [www. https://www.lg.com/za/support/email](https://www.lg.com/za/support/email)

5.7. LG Call Centre Operating Hours:

5.7.1. Monday to Saturday: 08h00 ~ 17h00

5.7.2. Sunday: Closed

5.7.3. Public Holidays: Closed