

## TERMS AND CONDITIONS: CELL C C4 HUAWEI BACK TO SCHOOL GIVEAWAY

### COMPETITION

1. This Competition is organized by Cell C Limited, with registration number 1999/007722/06 ("**Cell C**"). Huawei Technologies Co. Ltd. sponsors the prize ("**Huawei**" or "**Sponsor**").
2. The Competition will run for 24 hours from Thursday 16 January 2020 at 10:00am to Friday 17 January 2020 09:59am ("**the Competition Period**"). Entries received after the closing date and time will not be considered.

### WHO CAN ENTER?

3. This Competition is open to all persons who are Cell C customers over the age of 18 years, follow the Cell C Instagram page, in possession of a valid South African ID book or passport and based in South Africa during the Competition Period (the "**Participants/you/your**").
4. Directors, members, partners, employees or agents of, or consultants to, Cell C, or the Sponsor, 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.
5. The Competition is not open for entry by or on behalf of a legal entity and Participants cannot use the account of a legal entity to enter the Competition. Entries must be submitted by the Participant themselves and not by a third party on the Participant's behalf.
6. All information (including these terms and conditions) relating to this Competition published on any promotional or advertising material or on our or Huawei's website at any time before or during the Competition 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.
7. 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. Should any of the terms and conditions be unclear to you, you are welcome to contact the Cell C Social Media team via Twitter direct message.

### PRIZES

8. The following prize can be won in this Competition:

1 X Huawei P30 – R 10 999

1X Huawei Drawstring backpack – R 299

1X Huawei Bluetooth Speaker – R699

1X Glass bottle – R399

1X Y Series gift pack [Charger, canvas tote & bottle] – R699

1X Bluetooth Headphones - R499

1X Cell C gift pack [drawstring back pack, stationery, lanyard and notebook] – R 399

9. The prize may not be exchanged for cash. Cell C and/or Huawei 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 Huawei in this event.

#### **HOW TO ENTER**

10. Cell C social media followers will be prompted to engage with a series of Instagram story quizzes. Entrants will have to correctly answer all the questions for their entry to be deemed valid. The call to entry opens on Thursday 16 January 2020 at 10:00am and closes on Friday 17 January at 09:59am.
11. You may not enter multiple times.
12. Cell C has the right to remove your entry from the Competition should any form of foul play or fraud be suspected. Participants must adhere to the rules and terms of use of Instagram. Cell C reserved the right to remove or block any inappropriate or offensive entries.
13. Participants are required to have their own personal Instagram account.
14. Incomplete or incorrect entries will not be eligible to be considered or entered into the draw.
15. Participants are responsible for their own costs of connecting to Instagram and the internet. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons or failure on the part of your service provider. Proof of sending is not proof of receipt.
16. The winner will be chosen at the discretion of the Cell C C4 social media team panel from the pool of engaged social media fans. The judges' decision is final.

## DETERMINATION OF THE WINNER

17. You will be contacted by Cell C or Cell C's authorised agent, within seven (10) calendar days of the draw. Cell C may contact you via SMS or direct message on Instagram. You agree that should Cell C be unable to contact you in this timeframe, you will forfeit the prize, and shall have no claim against Cell C or Huawei in this event. You are advised to monitor your Instagram account regularly for any notifications.
18. 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.
19. All risks and ownership of the prize shall pass to the winner upon transfer or collection, as well as Cell C and Huawei's and obligations with regards to this Competition.
20. The judges' decision is final. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths oversees the Competition and this will be reported on Cell C's internal audit reporting procedures.
21. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
22. If you are the 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 competition period. You are entitled to say no to this request.
23. 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.
24. Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
25. All Participants and the winner 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 its participation in this Competition. Prior to awarding the prize, Cell C may require you to sign such an indemnity.

26. Cell C reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, the winner has contravened any of these terms and conditions and/or the Twitter Terms, 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. The Promoter's decision shall be final and no correspondence will be entered into.
27. The Prize winner will be required to provide to Cell C their name and identity number in terms of the Consumer Protection Act and they will be required to sign an acknowledgement of receipt of their prize.
28. 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.

#### **RESTRICTIONS ON CONTENT OF COMMENT AND/OR IMAGE**

29. Cell C reserves the right to remove any comments, images and content uploaded should this be deemed unsuitable by Cell C.
30. Any comments or other material uploaded by Participants do not necessarily reflect Cell C or Huawei's views or ideals.
31. Participants participate at their own risk and take responsibility for all comments and images under their Twitter account and information provided.
32. The comment or image cannot violate the copyright or other rights of any third party.

33. The comment or image cannot include inappropriate, offensive, illegal or obscene material or gestures (e.g., hate speech or pornographic images).
34. The comment or image cannot disparage, reflect poorly upon or otherwise adversely affect the goodwill and/or reputation of Huawei and Cell C.
35. Any comment determined by Cell C in their sole discretion to be in violation of the preceding criteria will not be published or removed immediately, will be void and will not result in Competition entry.