



## TERMS AND CONDITIONS: CELL C COMRADES MARATHON COMPETITION 2026

**IMPORTANT NOTICE:** In terms of Section 49 of the Consumer Protection Act 86 of 2009, your attention is specifically drawn to all clauses which are underlined and printed in bold which, amongst others:

1. contain a limitation of risk or liability of Cell C Proprietary Limited and/or its group of companies.
2. constitute an assumption of risk or liability by you;
3. constitute an indemnification of Cell C Proprietary Limited and/or its group of companies, or
4. is an acknowledgement of fact by you.

### 1) INTRODUCTION

- 1.1 The Cell C Comrades Marathon Competition Competition) offers eligible customers who complete a qualifying action, an opportunity to win a share of R500 000,00 (Five hundred thousand Rand) in cash, with 10 (ten) winners each receiving R50 000, 00 (Fifty thousand Rand).
- 1.2 Prizes will be paid via electronic funds transfer (EFT) into a valid South African bank account. In the event that a winner does not have a bank account, Cell C may, at its discretion, permit payment into a nominated third-party account, subject to the winner signing an indemnity form.
- 1.3 Customers who sign up or upgrade with the Cell C Elevate 3 +, Elevate 4 +, Elevate 5+ , Elevate 6+ contracts, purchase a Bolt on bundle or recharge on the My Connecta Deals menu, will be eligible to enter the draw.
- 1.4 Customers may enter by sharing their “Reason for Running” on social media, tagging any of the official Cell C social media handles and using the hashtags #CellCComrades2026 and #MyReasonforRunning. **No additional actions, such as liking or following Cell C social media pages, are required for entry.**
- 1.5 The Competition is organised by and prizes are sponsored by Cell C Proprietary Limited, with registration number 1999/007722/07 (**Cell C**).
- 1.6 **PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS. IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF THE TERMS AND CONDITIONS, PLEASE CONTACT US ON 135 FROM A CELL C PHONE OR 084 135 FROM ANY OTHER NETWORK AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THIS COMPETITION. YOUR CONTINUED PARTICIPATION IN THE COMPETITION WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE APPLICABLE TERMS AND CONDITIONS, AND ALL OTHER APPLICABLE TERMS AND CONDITIONS AS MAY APPLY TO THE COMPETITION FROM TIME TO TIME.**



- 1.7 All applicable standard terms and conditions of Cell C and Cell C Service Provider Company Proprietary Limited apply to this Competition which can be found at: <https://www.cellc.co.za/cellc/terms-conditions>
- 1.8 By electing to participate in the Competition the Customer consents that their personal information may be used to manage the Competition, to select a winner, to contact the winner(s), for market research and statistical purposes and for marketing and public relations purposes.

## 2) DURATION

- 2.1 24 April 2026 at 00h00 to 30 June 2026 at 23h59 (**Competition Period**).
- 2.2 Cell C may, in its sole discretion, elect to discontinue the Competition at any time during the Competition Period.

## 3) COMPETITION RULES

- 3.1 Cell C cannot be held responsible for any warranties, guarantees and/or expenses to maintain any prizes outside of the prize provider's warranties and/or guarantees.
- 3.2 The prizes as advertised on any point of sale or electronic marketing communication are merely for illustrative purposes and may differ at the time of prize giving.

## 4) ELIGIBILITY

- 4.1 The Competition is open to:
  - 4.1.1 Cell C customers who sign up or upgrade on Postpaid, TopUp/Hybrid Elevate 3 +, Elevate 4 +, Elevate 5+ or Elevate 6+ 24 or 36 term month contracts,
  - 4.1.2 Cell C prepaid customers who recharge on My Connecta deals on Cell C digital channel's, USSD and in-store,
  - 4.1.3 Cell C Postpaid (TopUp/Hybrid) customers who purchase My Connecta deals and Elevate Bolt On's on Cell C digital channel's and USSD,
  - 4.1.4 Cell C customers (excluding broadband and EBU) who share their "Reason for running" and tag any of the official Cell C social media handles using the hashtags #CellCComrades2026 **and** #MyReasonforRunning:
    - Facebook <https://www.facebook.com/CellC.SouthAfrica>,
    - Instagram <https://www.instagram.com/cellcса>
    - TikTok <https://www.tiktok.com/@cellcса>
    - X <https://x.com/CellC>
    - Strava [https://www.strava.com/athletes/cellc\\_southafrica](https://www.strava.com/athletes/cellc_southafrica)



Social content posts to tag Cell C handles can be in the form of:

- a descriptive post or essay
- a short social media video reel or post
- static images with short captions

#### 4.2 Who must be;

- 4.2.1 Natural persons and not excluded from the Competition as per clause 4.3 below;
- 4.2.2 Over the age of 18 (eighteen) years. Any persons under the age of eighteen (18) with limited capacity to contract, must have their parent/ guardian's permission before participating in the Competition, which they warrant has been lawfully provided. Should no such permission have been provided, the person shall be disqualified from participating in the Competition and, accordingly, not receive any benefit from the Competition;
- 4.2.3 In possession of a valid South African ID book, South African ID card or passport; and
- 4.2.4 A resident in South Africa during the Competition Period.

(Collectively referred to as **Eligible Participants**)

#### 4.3 Persons excluded from participating in the Competition are:

- 4.3.1 Customers who change or migrate between post-paid packages without entering into a new contract term, renewal, or upgrade (including but not limited to price plan changes or lateral migrations) will not be eligible to enter the Competition.
- 4.3.2 Any attempt to submit multiple entries through fraudulent means, including but not limited to the misuse of multiple SIM cards or identities, will result in disqualification.
- 4.3.3 Cell C corporate, Cell C government, FTTH or Cell C Staff contracts taken out on behalf of a person and listed and paid in the name of a company or department of the contracting entity.
- 4.3.4 Cell C Business SME and Corporate customers; and
- 4.3.5 Off-Net (non-Cell C) customers.
- 4.3.6 Persons under the age of 18 (eighteen), who do not have permission from their parents or legal guardian; and
- 4.3.7 Directors, members, partners, employees or agents of, or consultants to Cell C, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are NOT eligible to enter the Competition.



## 5) ENTRY ALLOCATION

- 5.1 Eligible Participants will receive 1 (one) entry to participate in the Competition for completing a qualifying action. To earn an entry, Eligible Participants must perform certain qualifying actions during the Competition Period, namely:
- 5.1.1 Cell C customers who sign up or upgrade on Postpaid, TopUp/Hybrid Elevate 3 +, Elevate 4 +, Elevate 5+ or Elevate 6+ 24 or 36 term month contracts, or
  - 5.1.2 Cell C prepaid customers who recharge on My Connecta deals on Cell C digital channel's, USSD and in-store, or
  - 5.1.3 Cell C Postpaid (TopUp/Hybrid) customers who purchase My Connecta deals and Elevate Bolt On's on Cell C digital channel's and USSD,
  - 5.1.4 Customers entering via social media by sharing their "Reason for Running" and using the hashtags #CellCComrades2026 and #MyReasonforRunning will be limited to **one (1) valid entry per customer** for the duration of the Competition.
- 5.2 Eligible Prepaid and Postpaid Participants who complete a qualifying action will receive a link to opt into the Competition on the Cell C website (<https://www.cellc.co.za/cellc/comrades>). Eligible Participants must complete the opt-in process for their entry to be considered valid.
- 5.3 Eligible Social Media competition Participants who complete the qualifying action will be contacted via DM to share their details for entry into the draw. And they acknowledge that such information is subject to clause 8 below.

## 6) ALLOCATION OF PRIZES

- 6.1 Not all qualifying actions (signups, upgrades or recharges) will result in an Eligible Participant winning a prize.
- 6.2 The prize allocation is random and will be independently conducted and/or verified by an independent third party appointed by Cell C, in accordance with Section 36 of the Consumer Protection Act.
- 6.3 Once an Eligible Participant completes a qualifying action, the Eligible Participant can enter the Competition within the Competition Period.
- 6.4 Winners will receive R50 000,00 (Fifty Thousand Rand) each and will be contacted via telephone and/or official Cell C communication channels. The winner selection process may be conducted and/or verified by an independent third party appointed by Cell C. Winners will be required to verify their personal details before the prize is awarded.

## 7) GENERAL

- 7.1 Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.



- 7.2 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 to:
- 7.2.1 disqualify any Eligible Participant; or
  - 7.2.2 modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
- 7.3 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 at <https://www.cellc.co.za/cellc/terms-conditions>.
- 7.4 No liability shall lie against Cell C in favour of any customer, Eligible Participants, winner(s) and/or any third party arising from such cancellation, suspension or termination. Therefore, the Eligible Participants waives his/her right which they may have against Cell C and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against Cell C.
- 7.5 The awarding of prizes is governed by these Terms and Conditions, as well as qualifying transactions completed through Cell C approved sales channels, including Cell C stores, online platforms, digital channels and USSD.
- 7.6 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.
- 7.7 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.
- 7.8 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 7.8.1 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; or
  - 7.8.2 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- 7.9 To the extent permitted by the Consumer Protection Act and any other applicable law, the Participant hereby indemnifies Cell C 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.
- 7.10 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).



- 7.11 All Personal Information exchanged with the usage of third-party applications will not be monitored or controlled by Cell C. The customer bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of third-party applications. The Participant understands and agrees to indemnify Cell C from all liability arising of any nature whatsoever in respect any prize.
- 7.12 In accordance with the confidentiality policies and practices of Cell C, none of the entry details of any Participant in this Competition will be disclosed or used by Cell C for any purposes other than for processing the prizes.
- 7.13 Eligible 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 Customer's information to such third-party agent.
- 7.14 Details of Eligible Participants will not be used for Cell C related communication unless the Participant opts-in to receive further communication from Cell C.
- 7.15 Cell C 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.CellC.co.za/TermsandConditions](http://www.CellC.co.za/TermsandConditions). The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
- 7.16 Cell C reserves the right, at any time, to verify the eligibility of Participants (including identity, age, place of residence and compliance with these Terms and Conditions) as part of the winner verification process. Any Participant who cannot be successfully verified or does not meet the eligibility criteria set out in clause 4 will be disqualified.

## **8) USE OF YOUR PERSONAL INFORMATION AND DIRECT MARKETING**

- 8.1 By electing to participate in the Competition, you understand and acknowledge that Cell C is required to comply with the provisions of the Protection of Personal Information Act, 2013 (POPIA) to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).
- 8.2 For purposes of this, you confirm, agree, understand and acknowledge that by participating in the Competition:
  - 8.2.1 You disclose and provide your Personal Information to Cell C voluntarily and consent and authorise Cell C 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>) (Privacy Policy);
  - 8.2.2 You consent that your Personal Information may be used to manage the Competition, to select a winner, to contact the winner(s), for market research and statistical purposes and for marketing and public relations purposes;



- 8.2.3 You agree to immediately inform Cell C in writing if there is any change of whatsoever nature in any of your Personal Information, including your physical address, previously supplied to Cell C; and
- 8.2.4 You agree and consent to be bound by the terms and conditions of the Privacy Policy, which you have read, understood and agreed to as part of this Agreement.
- 8.3 In order to fulfil the obligations set out in this Agreement, Cell C will process your Personal Information. Such processing may include sharing personal information with:
- 8.3.1 Any related entity to Cell C, but only to the extent necessary for the purposes contemplated in this Agreement;
- 8.3.2 Either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness and for fraud prevention purposes, to improve the accuracy of contact details and in order to process any payment transactions necessary for and relative to the Agreement; and/or
- 8.3.3 Attorneys and/or debt collection agencies if you breach the Agreement.
- 8.4 In accordance with Cell C's confidentiality practices and policies accessible by you on Cell C's website (<https://www.cellc.co.za>). Cell C will not disclose your Personal Information to any other person or institution other than as stated under this clause 8), 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.
- 8.5 While Cell C will take reasonable steps to protect Personal Information, it shall not be held liable for any loss or unauthorised access beyond its reasonable control.
- 8.6 Participation in the Competition requires opt-in for entry purposes only. Any separate consent for marketing or further communication from Cell C is optional and must be expressly provided by the Participant.

## 9) TRANSFER OF RIGHTS AND OBLIGATIONS

- 9.1 You may not at any time for the duration of this Agreement without Cell C's permission:
- 9.1.1 Transfer/cede any of your rights under this Agreement to any other entity or person; or
- 9.1.2 Transfer/delegate or hand-over any of your obligations or responsibilities under the Agreement to any other entity or person.
- 9.2 You agree that Cell C may at any time for the duration of this Agreement without your permission:
- 9.2.1 transfer/cede any of its rights under this Agreement to any other entity or person; or
- 9.2.2 transfer/delegate or hand-over any of its obligations or responsibilities under the Agreement to any other entity or person.



**10) WHOLE AGREEMENT**

10.1 Except for Cell C's right to amend these Terms and Conditions, this is the whole agreement between you and Cell C and no amendment, deletion or addition will be valid unless it is stipulated in writing and agreed to by all Parties.

**11) BOUND BY TERM, REPRESENTATION, WARRANTY OR PROMISE**

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

**12) UNENFORCEABLE PROVISIONS**

12.1 If any term of these Terms and Conditions is unenforceable, illegal, void, or contrary to public policy then it will be deleted from these Terms and Conditions. The remaining provisions of these Terms and Conditions will however remain binding and in full force.