TERMS AND CONDITIONS: Limpopo Region Energy FM Birthday Bus Tour COMPETITION

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 Limpopo Region, Cell C Limited and/or its group of companies;
2. constitute an assumption of risk or liability by you;
3. constitute an indemnification of Cell C Limpopo Region, Cell C Limited and/or its group of companies, or
4. is an acknowledgement of fact by you.

1) INTRODUCTION

1.1 The Energy FM Birthday Bus Tour competition **(the "Competition")** offers customers who complete a qualifying action on post-paid to win 1 of 15(fifteen) Double Tickets valued at R1000 each.

1.2 Participants who sign up, upgrade in any of the participating stores will be eligible to enter the draw.

1.3 The Competition is organised by and prizes are sponsored by Cell C Limited, with registration number 1999/007722/06 (**Cell C**).

1.4 **PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS. IN THE EVENT THAT 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**.

1.5 All 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.

1.6 By electing to participate in the Competition the Customer consents that its 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 PR purposes.

2) DURATION

2.1 The Competition will run from 19 October 2026 at 12h00 am to 22 October 2026 at 19h00 (**the 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 No prize may be exchanged for cash.

3.2 Cell C Limpopo Region reserves the right, at its sole and absolute discretion, to substitute, remove, change or exchange any prize with another prize of similar commercial value without notice. You will not have a claim of any nature whatsoever against Cell C Limpopo Region or Cell C should this occur.

3.3 Cell C Limpopo Region 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.

3.4 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 Cell C Post-paid and Upgrade customers, who are:

4.1.1 natural persons, not excluded from the Competition as per clause 4.2 below;

4.1.2 over the age of 18 (eighteen) years. Any persons under the age of eighteen (18) years must have their parent/guardian's permission before participating in the Competition, which they warrant have been 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;

4.1.3 in possession of a valid South African ID book or passport; and

4.1.4 a resident in South Africa during the Competition Period.

4.2 Persons excluded from participating in the Competition are:

4.2.1 Persons under the age of 18 (eighteen) years of age who do not have permission from their parents or legal guardian; and

4.2.2 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 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 Post-paid customers must take up a new contract or upgrade from any of the Cell C stores in Limpopo

5.2 Customers who complete a qualifying action will be automatically entered into the Competition upon completing a qualifying action.

6) ALLOCATION OF LIFESTYLE PRIZES

6.1 Not all qualifying actions (sign-ups) will result in a customer winning a prize.

6.2 The prize allocation is random.

6.3 Once a customer completes a qualifying action, the customer can enter the Competition within the Competition Period.

7) GENERAL

7.1 Failure by Cell C Limpopo Region 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 Limpopo Region, including but not limited to technical difficulties, unauthorized intervention or fraud, Limpopo Region 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 Limpopo Region or 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 are governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Competition.

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, earth quake 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 Participant 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 Eligible 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 Cell C Limpopo Region shall not utilise a third-party agent to contact the Participant to arrange delivery.

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 at 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. The onus rests on the Eligible Participant to constantly check the website for updates to the Terms and Conditions.

7.16 Cell C Limpopo Region reserves the right, at any time, to verify the validity of Eligible Participants (including a Participant's identity, age and place of residence) and to reject any Participant who has not agreed to and/or complied with these Terms and Conditions.

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 Limpopo Region 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 to 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 Limpopo Region 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 Northen Region (Mpumalanga); 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 Limpopo Region 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 to you 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 Cell C Northen Region 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.

8.6 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.

9) TRANSFER OF RIGHTS AND OBLIGATIONS

9.1 You may not at any time for the duration of this Agreement without Cell C Limpopo Region 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 Limpopo Region 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 Limpopo Region right to amend these terms and conditions, this is the whole agreement between you Cell C Limpopo Region 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.