

Cell C Phokeng Store Taxi Association Competition

1. General

- 1.1 It is important that you understand and agree to these terms and conditions in order for you to participate in this TAXI ASSOCIATION Competition (the "Competition").
- 1.2 All standard terms and conditions of Cell C (Pty) Limited and Cell C Service Provider Company (Pty) Limited apply to this Competition.
- 1.3 This Competition is organised by EXCODOR FOURTY TWO and Cell C (Pty) Limited, registration number 1999/007722/07 ("**Cell C**"). Prizes are sponsored by EXCODOR FOURTY TWO.
- 1.4 This Competition is open to all persons who are over the age of 18 years and who are Taxi owners or drivers of the Phokeng taxi association.
- 1.5 Directors, members, partners, employees or agents of or consultants to Cell C, or their sponsorship agency, 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.
- 1.6 The Competition will run from 1 August 2016 until 31 August 2015 ("**the Competition period**").
- 1.7 You understand that all information (including these terms and conditions) relating to this Competition published on any promotional or advertising material or on our website at any time before or during the incentive 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.

2. Prizes

- 2.1 The prizes that can be won in this Competition are as follows:
 - 2.1.1 1 x WI-FI WINGLE AND 1 X 100GB DATA SIM
 - 2.1.2 2 x CITRUS JAZZ 7 PHONE
- 2.2 The Prizes are valued at R2500.00 and R1000.00 respectively with the total value of the prizes amounting to R5000.00.

- 2.3 You understand that no prize may be exchanged for cash. Cell C and/or EXCODOR FOURTY TWO 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 EXCODOR FOURTY TWO, in this event.
- 2.4 It is important that you understand that all participants (and winners) of the Competition indemnify Cell C and EXCODOR FOURTY TWO, 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.
- 2.5 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.

3. How to enter and awarding of prizes:

- 3.1 To participate in this Competition, you must:
- 3.1.1 Be over the age of 18 years and be in possession of a valid South African ID book or passport;
- 3.1.2 Must be linked to driver/Taxi owners or of the Rustenburg or Phokeng taxi association. 5000 Pamphlets will be distributed, the pamphlets will have the entry form printed on and once the customer has filled this out, the entries will be put in a box at the Cell C Phokeng store.
- 3.2 Once you have met all the conditions set out in paragraph 3.1 above, you will automatically be entered into the Competition.

- 3.2.1 The prizes will be drawn 2nd of September 2016. The winner will be announced at a place to be determined by Cell C and/or EXCODOR FOURTY TWO.
- 3.3 Cell C and/or EXCODOR FOURTY TWO have the right at any time before the final draw to change the dates or places of the draws (or both). You will not have a claim against Cell C or EXCODOR FOURTY TWO in this event.
- 3.4 Any prize that is not claimed for whatever reason will be forfeited.
- 4. If you are a winner:**
- 4.1 You will be contacted by Cell C or Cell C's authorised agent, within seven (7) days of the draw. Cell C may contact you by SMS. 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.
- 4.2 If you cannot meet all the Competition conditions to Cell C's satisfaction, you agree that you will not be entitled to the prize and the prize will once again be placed into a separate draw. You will have no claim against Cell C or EXCODOR FOURTY TWO if this happens.
- 4.3 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 and/or EXCODOR FOURTY TWO thereafter reserve the right to award the prize to an alternate winner selected in a subsequent draw.
- 4.4 By accepting the prize you agree that you will be responsible for the all costs, including any taxes, including donations tax, payable to the South African Revenue Services, as a result of you accepting the prize.
- 4.5 All risks and ownership of the prizes shall pass to winners upon transfer or collection, as well as Cell C's and EXCODOR FOURTY TWO obligations in regard to this Competition
- 4.6 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 Competition and this will be reported on Cell C's

internal audit reporting procedures.

- 4.7 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
- 4.8 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 the end of the competition period. You are entitled to say no to this request.
- 4.9 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.
- 4.10 It is important that you understand that all participants and winners indemnify Cell C and EXCODOR FOURTY TWO 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.
- 4.11 Cell C and/or EXCODOR FOURTY TWO 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.