TERMS AND CONDITIONS: CELL C SHARKS REBRANDCOMPETITION

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:

A. contain a limitation of risk or liability of Cell C Limited and/or its group of companies;
B. constitute an assumption of risk or liability by you;
C. constitute an indemnification of Cell C Limited and/or its group of companies; or
D. is an acknowledgement of fact by you.

1. INTRODUCTION

1.1 The Sharks rebrand competition (the "**Competition**") invites participants to enter the competition and stand a chance to win a Sharks merchandise hampers.

1.2 Participants who complete the qualifying actions during the Competition Period ("**Participants**") stand a chance to win one (1) of ten (10) sharks merchandise hampers.

1.3 **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**.

1.4 All standard terms and conditions of Cell C and Cell C Service Provider Company Proprietary Limited apply to this Competition and can be found at: https://www.cellc.co.za/cellc/terms-conditions.

1.5 By electing to participate in the Competition, the Eligible Participant, as defined under clause 4 below, 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 Public Relations purposes.

2. DURATION

2.1. The Competition will run from 20 October 2026 at 12h00 to 06 November 2026 at 12h00 (the "Competition Period").

2.2. Cell C may at its sole discretion elect to amend or discontinue the Competition at any time during the Competition Period.

3. COMPETITION RULES

Eligible Participants must perform a qualifying action by:

3.1. Answer the question posted on Cell C's social media pages on either LinkedIn, X, Facebook or Instagram, correctly.
3.2. Drop the correct answer in the comment section and include the hashtags #CellCxSharks #SwitchToSee #CellC.

4. ELIGIBILITY

4.1. The Competition is open to Cell C customers and non-Cell C customers:

4.1.1 natural persons, not excluded from the Competition as per 4.2 below;
4.1.2 over the age of 1eighteen (18) years, in possession of a valid South African ID or passport.

5. WINNER SELECTION

5.1. Winners will be selected by Cell C - through a random draw on 03 November 2026.

5.2. Winners will receive one (1) of ten (10) Sharks merchandise hampers and shall be contacted by Cell C via social media/ telephone call to obtain their personal details.

6. GENERAL

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

6.2 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:

6.2.1 disqualify any Eligible Participant; or
6.2.2 modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.

6.3 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.

6.4 No liability shall lie against Cell C in favour of any Eligible Participant, winner(s) and/or any third party arising from such cancellation, suspension or termination. Therefore, the Eligible Participant 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.

6.5 The awarding of prizes is governed by the provisions of this document ("**Terms and Conditions**"), as well as those of the relevant applicable terms available on Cell C's website as incorporated by reference in these Terms and Conditions.

6.6 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 the Republic of South Africa.

6.7 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 prize 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.

6.8 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:

6.8.1 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

6.8.2 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.

6.9 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.

6.10 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).

6.11 All Personal Information exchanged with the usage of third-party applications will not be monitored or controlled by Cell C. The Eligible 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 from of any nature whatsoever nature in respect of any prize.

6.12 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.

6.13 Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.

6.14 Eligible Participants acknowledge and accept that the Cell C may utilize 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 Eligible Participant's information to such third-party agent.

6.15 Details of Eligible Participants will not be used for Cell C related communication unless the Eligible Participant opts-in to receive further communication from Cell C.

6.16 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, which can be accessed at: https://www.cellc.co.za/cellc/terms-conditions. The onus rests on the Eligible Participant to constantly check the website for updates to the Terms and Conditions.

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

6.18 Cell C Limited reserves the right to modify, suspend, or cancel the Competition at any time. Prizes are non-transferable and not redeemable for cash. Cell C shall not be liable for any lost, delayed, or misdirected entries.

7. USE OF PERSONAL INFORMATION

7.1 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).

7.2 For the purposes of this Competition, you confirm, agree, understand and acknowledge that by participating in the Competition:

7.2.1 you disclose and provide your Personal Information to Cell C voluntarily and consent and authorize 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);

7.2.2 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.

7.2.3 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

7.2.4 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 Competition.

7.3 In order to fulfil the obligations, set out in these Terms and Conditions, Cell C will process your Personal Information. Such processing may include sharing personal information with any related entity to Cell C, but only to the extent necessary for the purposes contemplated in this Competition.

7.4 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 **Error! Reference source not found.**, for purposes of fulfilling its obligations under this Competition, or where compelled to do so in terms of any law and/or in terms of a court order.

7.5 Cell C 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.

7.6 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.

7.7 Your personal information may be retained and further processed as necessary to comply with legal and regulatory requirements, or for statistical, research, and marketing purposes, provided that such processing aligns with applicable data protection legislation.

8. TRANSFER OF RIGHTS AND OBLIGATIONS

8.1 You may not at any time for the duration of this Competition without Cell C's permission:

8.1.1. transfer/cede any of your rights under this Competition to any other entity or person; or

8.1.2. transfer/delegate or hand-over any of your obligations or responsibilities under the Competition to any other entity or person.

8.2 You agree that Cell C may at any time for the duration of this Competition without your permission:

8.2.1. transfer/cede any of its rights under this Competition to any other entity or person; or

8.2.2. transfer/delegate or hand-over any of its obligations or responsibilities under the Competition to any other entity or person.

9. WHOLE AGREEMENT

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 by you will be valid unless it is stipulated in writing and agreed to by Cell C.

10. BOUND BY TERM, REPRESENTATION, WARRANTY OR PROMISE

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

11. UNENFORCEABLE PROVISIONS

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.