

## Terms and Conditions of the Cell C x Shout Out Bundles Social Media 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 Cell C x ShoutOut Bundles Social Media Competition (the "**Competition**").
- 1.2 All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Limited apply to this Competition.
- 1.3 This Competition is organised by Cell C Limited, registration number 1999/007722/06 ("**Cell C**").
- 1.4 This Competition is open to all persons who are over the age of 18 years and who are valid Cell C customers.
- 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 31 July 2018 08:00am to 3 August 2018 23:59pm. ("**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 (One) x Samsung S9 64GB handset at R15 999.00 (fifteen thousand nine hundred and ninety nine rand).

- 2.1.2 12 months' complimentary ShoutOut Bundles, valued at R588.00 (five hundred and eighty eight rand). (Please note that the Promotional usage limit is 4096MB (four thousand and ninety six megabytes) per month with a total complimentary data for the year of 49 152MB (forty nine thousand, one hundred and fifty two megabytes)
- 2.2 You understand that no prize may be exchanged for cash. Cell C 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, in this event.
- 2.3 It is important that you understand that all participants (and winners) of the Competition indemnify Cell C, 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.

### **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, be in possession of a valid South African ID book or passport and be based in South Africa during the Competition Period.
- 3.1.2 Be a valid Cell C customer.
- 3.1.3 Answer the Competition question posted on Cell C social media platforms correctly, using #CellC4Social, during the Competition period.
- 3.2 Once you have met all the conditions set out in paragraph 3.1 above, you will automatically be entered into the Competition.
- 3.3 The prizes will be drawn by 15 August 2018. The winners will be announced at a place to be determined by Cell C. Winner will be based on best content decided on by the team with auditor on site.
- 3.4 Cell C has 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 in this event.

- 3.5 You may enter multiple times however, only one entry per person will be allowed in the final draw.
- 3.6 Cell C has the right to remove your entry from the Competition should any form of foul play or fraud be suspected.
- 3.7 Entrants must adhere to the rules and terms of use of the social media platforms.
- 3.8 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 via the social media platform you used to the Competition. 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 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 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 thereafter reserve the right to award the prize to an alternate winner selected in a subsequent draw.
- 4.4 All risks and ownership of the prizes shall pass to winners upon transfer or collection, as well as Cell C's and obligations in regard to this Competition
- 4.5 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.
- 4.6 The winner will be based on best content decided on by the team with auditor on site.

- 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 **Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.**
- 4.11 It is important that you understand that all participants and winners 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.
- 4.12 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.