### TERMS AND CONDITIONS: CELL C SPIN & WIN 2022 CAMPAIGN

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 the Cell C Limited and/or its group of companies, or
- (d) is an acknowledgement of fact by you.

## 1. INTRODUCTION

- a. The Cell C SPIN & WIN 2022 Campaign is a Spin & Win Campaign that enables customers to win exciting prizes when they complete qualifying actions to earn Spins (the "Campaign").
- b. Customers can then use their Spins to play the Spin and Win game and stand a chance to win exciting prizes, as more fully set out below.
- c. The Campaign is organised by and prizes are sponsored by Cell C Limited, with registration number 1999/007722/06 ("**Cell C**").
- d. PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS. IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF TERMS AND CONDITIONS, PLEASE GET IN TOUCH WITH US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE PARTICIPATING IN THIS CAMPAIGN. YOUR CONTINUED PARTICIPATION IN THE CAMPAIGN WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.
- e. All standard terms and conditions of Cell C and Cell C Service Provider Company Proprietary Limited apply to this Campaign which can be found at: <u>https://www.cellc.co.za/cellc/terms-conditions</u>.
- f. Further, Cell C refers you to its Privacy Policy on its website (<u>Cellphone Contracts, Prepaid &</u> <u>Data | C-Fibre (FTTH) | Cell C</u>) which will be applicable to the extent that any of your personal information is processed by Cell C pursuant to the Campaign. By participating in the Campaign, you consent to Cell C's use of your personal information as set out in these Terms and Conditions and Cell C's Privacy Policy.
- g. Your personal information may be used to enter you in the Campaign, to manage the Campaign, to select a winner, to contact the winner(s), for market research and statistical purposes and for marketing and PR purposes, as more fully described in paragprah 21.5 below.

## 2. DURATION

- a. The Campaign will run from 1 June 2022 at 09h00 to 31 August 2022 at 23h59:59 (the "**Campaign Period**"). No Spins will be allowed after 31 May 2022 at 23h59:59.
- b. Entries received after the closing date of the Campaign Period and time will not be considered.
- c. Cell C may in its sole discretion elect to discontinue the Campaign at any time during the Campaign Period.

## 3. CAMPAIGN RULES

a. No prize may be exchanged for cash.

- b. Cell C reserves the right to substitute, change or exchange any prize with another prize of similar commercial value without notice, at their sole discretion. You will not have a claim against Cell C should this happen.
- c. 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.
- d. 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. 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.

# 4. ELIGIBILITY (Who can enter?)

- a. This Campaign is open to all Cell C retail customers including Prepaid, Post-paid and TopUp/Hybrid who are:
  - i. natural persons;
  - ii. not excluded from the Campaign as per clause 4(b) below;
  - iii. over the age of 18 years. Any persons under the age of eighteen (18) years must have their parent/guardian's permission before entering the Campaign);
  - iv. in possession of a valid South African ID book or passport; and
  - v. based in South Africa during the Campaign Period

# (the "Participant/you/your").

- b. Excluded from the Campaign are:
  - i. Migrations between post-paid packages that do not include an upgrade/renewal;
  - ii. Entry of multiple SIM contracts. Only the Master SIM is eligible;
  - iii. Corporate, Government, Business 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;
  - iv. Cell C Business SME and Corporate customers; FTTH customers; and
  - v. HCF (Home Connecta Flexi) customers.
- c. Participants younger than 18 years must have the consent of their parents or legal guardian. The Campaign prizes will only be released to the winners' parent or guardian.
- d. 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 Campaign.

# 5. HOW TO QUALIFY

a. To participate in the Campaign, you must complete any of the qualifying actions below during the Campaign Period:

- i. Recharge with Cell C Airtime and/or Bundles (on an existing or new line);
- ii. Buy a qualifying Cell C bundle (through airtime payment or add to bill);
- iii. Subscribe to qualifying content (digital) services on the Campaign platform (USSD \*127# / www.cellcwin.co.za);
- iv. Sign up for a new Cell C contract (Excluding lines taken out in the name of a Corporate/Government account); or
- v. Upgrade/Renew an existing Cell C contract (Excluding lines taken out in the name of a Corporate/Government account).

# 6. QUALIFYING BUNDLES

- a. The bundles listed below will qualify for earning the customer Spins for the Campaign:
  - i. Data bundles
  - ii. All-in-One bundles

- iii. Socializa bundles
- iv. All-4-ME bundles/All-My-Specials bundles
- v. Voice bundles
- vi. SMS bundles
- b. Bundles can be bought from any of the channels below:
  - i. Cell C App
  - ii. Cell C USSD
  - iii. Cell C Portal
  - iv. Cell C Stores
  - v. Cell C Customer Care
  - vi. Retail airtime distribution partners
  - vii. Banking channel partners

### 7. QUALIFYING AIRTIME RECHARGES

- a. Airtime rand value recharges made through any channel will qualify the customers to earn Spins for the Campaign.
- b. Voucher or pinless recharge (Prepaid & Hybrid) will qualify the customer to earn spins for the Campaign.

### 8. SPIN ALLOCATION

- a. Airtime and/or Bundle recharges and Bundle purchases (through airtime payment or add to bill) will earn Spins based on the value of the recharge / bundle purchases as per the table below.
- b. Customers who sign up for a new contract or renew their contract will earn once-off Spins post the renewal or new line activation taking effect.
- c. Customers who subscribe to qualifying content services will earn two (2) spins per day that the subscription is successfully billed for. Should the subscription billing fail, the customer will not receive Spins on that day.
- d. Customers who buy bundles via Cell C App will earn a BONUS SPIN\*.
- e. The more qualifying actions completed by the customer, the more Spins they will earn for the Campaign.
- f. Allocation of spins based on rand value as per below table:

Purchase greater and equals to	Less than	Plays	Plays on the Cell C App*
R2.50	R5.00	1	2
R5.00	R10.00	2	3
R10.00	R15.00	3	4
R15.00	R25.00	4	5
R25.00	R50.00	5	6
R50.00	R100.00	6	7
R100.00	R200.00	7	8
R200.00	R500.00	8	9
R500		9	10

## 9. SPIN AND WIN

- a. Spins earned can be used to Spin the Wheel and win on Cell C USSD, App and mobi.
- b. Customers can also Spin and play the game using USSD \*127# or at http://cellcwin.co.za
- c. Spins are only valid until 23:59:59 on the day that they have been allocated to the customer.
- d. Any Spins not used prior to 23:59:59 will be forfeited.
- e. Only the person (i.e. cellphone number) that made the qualifying purchase can play in the Spin & Win game. The entries are not transferable to any other customer.
- f. You can play the Spin & Win game as many times as you earn Spins over the Campaign Period.
- g. To stand a chance of winning a prize, a customer must first earn Spins (through the actions described in these Terms and Conditions AND the customer must play the Spin & Win game. There are no automatic prizes allocated.
- h. When playing the Spin & Win game, the following are the possible outcomes:
  - i. Win a free bundle (as contemplated in clause 11 below);
  - ii. Win a discounted bundle (as contemplated in clause 12 below);
  - iii. Win lifestyle prizes (as contemplated in clause 14 below);
  - Win free content subscription service for 7 days (as contemplated in clause 13 below);
  - Win entry into draws for the prizes of R10,000 cash and a R5,000 Takealot voucher, or for the grand prize of R75,000 cash (as contemplated in clauses Error! Reference source not found., Error! Reference source not found. and 15);
  - vi. Not a winner.

# **10. ALLOCATION OF PRIZES**

- a. To stand a chance of winning the other prizes listed in these Terms and Conditions, a customer must first earn Spins AND the then play the Spin & Win game.
- b. Not all Spins will result in a customer winning a prize.
- c. The prize allocation is random.
- d. Cell C reserves the right to select an alternative winner in the event that it reasonably believes, in its sole discretion, that the winner:
  - i. is not eligible to win in terms of these Terms and Conditions;
  - ii. has contravened any of these Terms and Conditions;
  - iii. acted fraudulently with regards to the Campaign;
  - iv. acted in a manner that is not in the spirit of the Campaign;
  - v. acted in a manner which can be reasonably interpreted as scamming or circumventing the rules of the Campaign; and/or
  - vi. failed to provide Cell C or its authorized agent with the required information to hand over the prize within the specified timeframes.

# **11. FREE BUNDLES**

- a. These are free data, All-in-One and voice (minute) bundles.
- b. The maximum validity period of the free bundles is 2 hours.
- c. When a customer wins a free bundle it will be automatically loaded onto the customer's account (i.e. the number of the SIM used to play Spin & Win game).
- d. These bundles cannot be converted to cash or cancelled.
- e. The inclusive value cannot be transferred to other Cell C customers.
- f. The validity period of the inclusive value cannot be extended any unused value at the time of expiry will be forfeited.

# **12. DISCOUNTED BUNDLES**

- a. Discounted bundle offers are valid for the customer to buy for a period of 24 hours from when the discounted bundles are awarded.
- b. The Discounted offer is only applicable to the SIM that was used to play the Spin & Win game and cannot be transferred to other Cell C customers.
- c. The inclusive value offered on the discounted bundle will be loaded automatically and in full on successful purchases (i.e. once payment is made).
- d. The validity of the discounted bundles varies from short term validity (i.e. valid for minutes) to monthly validity.
- e. Once purchased, the bundles cannot be converted to cash or cancelled.
- f. There are no refunds on discounted bundles purchased.
- g. The inclusive value cannot be transferred to other Cell C customers.
- h. The validity period of the inclusive value cannot be extended any unused value at the time of expiry will be forfeited.
- i. Customers can see the discounted bundle offers they have won in the Prize Wallet.
- j. Discount bundle offers which have expired (i.e. older than 24 hours) are still displayed BUT cannot be purchased as they are no longer valid.
- k. All discount bundle prizes will be removed from the Prize wallet 30 days after the prize was won.

## **13.** 7(SEVEN) DAYS FREE CONTENT SUBSCRIPTION

- a. The prize earned is free (trial) content subscription service for 7 days.
- b. On or before the seventh day, the Customer has options to opt-out of this free trial service.
- c. If the Customer does not opt -out, the content subscription will become a charged service at the charged rate communicated to the Customer.

## **14. LIFESTYLE PRIZES**

- I. Gaming vouchers to the value of R300 (Three Hundred Rand)
- II. Nintendo Switch Bundles
- III. Xbox Console Bundles
  - 1. Participants who win a lifestyle prize will receive a unique PIN code and link to a site where they can redeem their prize.
  - 2. This will be sent to the participant customer via SMS notification.
  - 3. The SMS will be sent to the number used to participate in the Campaign.
  - 4. The notifications SMS will be delivered to the participant within four (4) working days (96 hours) of the participant winning a lifestyle prize on the Spin and Win game.
  - 5. Any participant who has unsubscribed from receiving marketing SMSs will not receive the above

notification SMS and it is the participant's responsibility to subscribe again to marketing SMSs. Cell C

shall not be held responsible for SMSs not received by Customers.

- 6. Should a winner not redeem the prize within the allocated period, or should a winner reject 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 reserves the right to award the prize to an alternate winner selected in a subsequent draw.
- 7. The voucher or coupon PIN code SMS is valid for 30 (thirty) calendar days from date of issue ("Voucher Period") enabling the participant to log onto the online redemption platform to redeem the qualifying Prize.
- In the event that the participant does not log onto the online redemption platform within 30 (thirty) calendar days from date of the voucher or coupon PIN code SMS issue, the prize will be forfeited.
- 9. The participant will be required to enter in a One Time Pin (OTP) that will be sent to the MSISDN that was awarded the prize.
- 10. The Voucher/Coupon Period may be extended at the sole discretion of Cell C.
- 11. Once the participant has redeemed the voucher or coupon on the online redemption platform, all risk and ownership in the prize will pass to the winner.
- 12. The winner will be able to redeem their prize at the prize partner in the time frames as

set out on the site where the voucher is redeemed.

- 13. A prize can only be redeemed once.
- 14. Only original and valid voucher or coupon PIN codes will be accepted for the redemption of the prize.
- 15. Should there be any dispute in this regard, Cell C shall be sole adjudicator of the dispute and its decision shall be final.
- 16. Prizes can only be claimed within the Republic of South Africa.
- 17. The prize is not transferable. No substitution, cash redemption (in the case of non-cash rewards), or assignment of the vouchers are permitted.
- 18. Customers can see all lifestyle prizes they have won with the awarded date in the Prize Wallet.
- 19. All lifestyle prizes will be removed from the Prize wallet 30 days after the prize was won.

#### **Console Prizes**

#### Takealot.com Console Coupons

The Coupon entitles the consumer to purchase a specific gaming console as set out by the organizer, namely Xbox Console Bundles and Nintendo Switch Bundles with the following conditions:

- 1. The Coupon is valid until for 6 (six) months.
- 2. Each Coupon can only be used once.
- 3. Only one Coupon can be used per order.
- 4. Only one Coupon used on the website per person per promotion/campaign.
- 5. A Coupon must be used at check-out it cannot be used later on existing orders.
- 6. The value of the Coupon will be off-set against the value of the gaming console and the balance remaining, if any, will be payable by the consumer.
- Coupon's cannot be used to buy a gift Coupon or exchanged for any other Coupon's and cannot be exchanged or refunded for cash or credit or transferred.
  Takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a Coupon.
- 8. If for any reason a Coupon does not reflect in the final amount due from you at check- out, please get in touch with the support team via the help page on the takealot.com

website <u>here</u>, to confirm if the Coupon is still valid. If takealot.com confirms that the Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Coupon, or you can use the Coupon on your next

order within the limitations of the specific Coupon's terms and conditions.

- 9. You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by takealot.com, before you are able to use the Coupon.
- This incentive/promotion is in no way sponsored, endorsed or administered by, or associated with <u>takealot.com</u>. Coupons are subject to <u>takealot.com</u>'s standard terms & conditions as at https://www.takealot.com/help/promotional-codes-tcs

### R300 (Three Hundred Rand) Gaming Vouchers:

### Xbox Currency Gift Card Wallet Top Up

Product Features:

\*\*Works with Windows 10 PC's, tablets and phones. Windows8.1, Windows phone 8, Xbox One, and Xbox

360 (Xbox Live required). Not redeemable on earlier versions.

#### To redeem code:

1. Go to Microsoft.com/redeem

### 2. Enter Code

### 3. Start Shopping

To create a new Microsoft account or to read the full terms and conditions (which may change without notice), go to Microsoft.com/cardterms.

Once redeemed to your South African Microsoft account, the full code value will be applied and may be used for eligible purchases (exclusions apply) made directly at select Microsoft digital stores. Eligible purchases and prices vary by region, device, and over time. Geography limitations, country and balance restrictions, taxes and Internet connection fees may apply. Paid subscriptions required for some content. You must be 13 years or older. Except as required by law, codes cannot be redeemed or exchanged for cash and are not reloadable or refundable.

## **iTunes Voucher**

- 1. Valid only on purchases made in South Africa from Apple Media Services.
- 2. Use requires an Apple ID & prior acceptance of license & usage terms.
- 3. Not redeemable for cash, for resale, for shipments outside South Africa & no refunds or exchanges (except as required by law).
- 4. Data collection and use subject to Apple's Privacy Policy; see apple.com/za/privacy.
- 5. Apple is not responsible for any loss or damage resulting from lost or stolen cards or for use without permission.
- 6. Your statutory rights are not affected.
- 7. iTunes/App Store Cards are issued and supplied by Apple Distribution International Ltd.
- 8. In distributing the cards, retailer is acting as agent for and on behalf of Apple Distribution International Ltd.
- 9. Terms apply; see apple.com/za/go/legal/gc. Content purchased from the iTunes Store/App Store is for personal lawful use only. © 2020 Apple Distribution International Ltd. All rights reserved.
- 10. To redeem, visit appstore.com/redeem.

## **Steam Voucher**

Product Features:

- 1. To use Steam Wallet funds, you must register for a Steam account and accept the terms of the Steam Subscriber Agreement found at store.steampowered.com/subscriber\_agreement.
- 2. Some games may be age-restricted.
- 3. Please check age restrictions before spending Steam Wallet funds.
- 4. Availability and pricing of games applies at the time of download.
- 5. Steam Wallet funds are not redeemable for cash or credit and are not for resale.
- 6. Wallet funds are your responsibility to maintain.
- 7. Internet access is required to use the funds.
- 8. For minimum system requirements to use Steam and/or use applications available on Steam, see <u>www.steampowered.com</u>.

### To redeem:

- 1. Go to www.steampowered.com/wallet & sign in
- 2. Enter Wallet Code & follow instructions.
- 3. Funds will be added to your account

## **PlayStation Voucher Wallet Top Up**

**Product Features:** 

- Redeemable only against issuer by users aged 18+ holding an account for PlayStation™Network
  - registered to South Africa.
- 2. Terms of Service, Privacy Policy, Voucher Code Terms, Software Usage Terms and additional content/service terms, apply.
- 3. PSN wallet funds can be used by the redeeming account holder to pay for items in the PlayStation<sup>™</sup>Store available to South Africa account holders.
- 4. Further restrictions on account holders aged under 18 apply.
- 5. Certain subscription purchases require the account holder to have a payment card registered.
- 6. Compatible Sony System is required as well as internet connection.

- 7. Subject to applicable local laws, voucher code not redeemable for cash and cannot be resold or otherwise exchanged.
- 8. Will not be replaced if lost, stolen, or damaged after purchase.
- 9. Valid for one time use only.
- 10. See full terms <u>www.playstation.com/legal/PSNTerms</u>.

# **Google Play Gift Code**

Product Features:

- 1. Only use this gift card's code on Google Play.
- 2. Any other request for the code may be a scam.
- 3. Visit play.google.com/giftcardscam.
- 4. To redeem, enter code in the Play Store app or play.google.com.

## **15. DETERMINATION OF WINNERS**

- a. The winners are determined through a random electronic draw process.
- b. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths has approved the draw process and mechanics.
- c. Internal Audit will observe and report on the draws, making use of the agreed upon audit approach and procedures.
- d. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Campaign. If Cell C determines that you are not eligible to participate in this Campaign, you will not be entitled to win any prizes. Further, HCF (Home Connecta Flexi) customers are specifically notified that should they be accidentally awarded with any bundles pursuant to this Campaign, such bundles will not be usable.
- e. You agree that, should you win a prize, Cell C may publish your name and photograph in advertising, promotional, print, point of sale or public relations material for a period of 12 (twelve) months from the end of the Campaign Period. You voluntarily consent and agree to this.
- f. 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.
- g. Cell C assumes no liability for any entry that may be omitted from the Campaign, for any reason whatsoever.
- h. All Participants and winners indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors against any loss or damages, either direct, indirect, consequential, or otherwise, arising from its participation in the Campaign.
- i. Prior to awarding the prize, Cell C may require you to sign such an indemnity.
- j. Cell C reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner:
  - i. is not eligible to win;
  - ii. has contravened any of these terms and conditions;
  - iii. acted fraudulently with regards to the Campaign;
  - iv. acted in a manner that is not in the spirit of the Campaign;
  - v. conduct can be reasonably interpreted as scamming or circumventing the rules of the Campaign;
  - vi. acted fraudulently with regards to the Campaign if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever, if after first being contacted by Cell C or its authorized agent, is not reachable; or fails to provide Cell C or its authorized agent with the required information to hand over the prize within the specifiedtimeframes.
- k. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final, and no correspondence will be entered into.
- I. Prize winners will be required to provide Cell C with their names and identity numbers in terms of the Consumer Protection Act and they will be required to sign an acknowledgement of receipt of their prize.
- m. 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 Campaign, you agree and understand that you will be bound by the amended terms and conditions.

## **16. GENERAL**

- a. Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
- b. 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. No liability shall lie against Cell C in favour of any customer, winner(s) and/or third party arising from such cancellation, suspension, or termination. Accordingly, you waive any rights which you may have against Cell C and hereby acknowledge that you will have no right of recourse or claim of any nature whatsoever against Cell C.
- c. You hereby agree to indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors against any loss or damages, either direct, indirect, consequential, or otherwise, arising from your participation in the Campaign.
- d. 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 any 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.
- e. If any part of or all of the clauses of these Terms and Conditions is illegal, invalid or unenforceable:
  - i. 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
  - ii. It will be read down to the extent necessary to ensure that it is not illegal, invalid, or unenforceable.
- f. Cell C excludes all warranties (express or implied) and representations regarding the Campaign (other than liability that cannot be excluded by operation of law) and shall in no way be liable for any direct, special, indirect, or consequential damages or costs, howsoever arising, suffered by you as a direct or indirect result of or in connection with participating in the Campaign or utilising any prize awarded pursuant to the Campaign.
- g. You understand and agree that you will be responsible to ensure that you are aware of the terms and conditions applicable to usage of third-party applications, and you hold Cell C harmless against any claim for loss or damages which you may have that may result from using third party applications.
- h. Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
- i. Cell C may in its sole discretion amend these Terms and Conditions at any time, without prior 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.
- j. All enquiries in connection with the Campaign should be directed to our Customer Care line on 084135.