

## Terms and Conditions of the Cell C St Mary's 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 St Marys 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 Elevator People Marketing Communications (Pty) Limited, registration number 2013//058527//07 ("**Elevator People** and Cell C (Pty) Limited, registration number 1999/007722/07 ("**Cell C**"). Prizes are sponsored by Cell C South Africa.
- 1.4 The Competition is open to any person over the age of 18, who is in possession of a valid ID book, driver's license or passport. In order to qualify to enter the Competition, you must be present at the St Marys event at St Marys School in Waverley on Sunday 8<sup>th</sup> of April to claim the prize.
- 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 10h00 on the 5<sup>th</sup> of April 2018 and end at 17h00 on the 8<sup>th</sup> of April 2018. ("**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 draws.

## 2. Prizes

- 2.1 The prizes that can be won in this Competition are as follows:
- 2.1.1 **1 x black smartbox**
- 2.1.2 **1 x Flexi Premium black voucher**
- 2.1.3 **1 x 100GB Cell C SIM Card**
- 2.2 The total value of the prize amounting to R3 500 (three thousand five hundred) only.
- 2.3 One (1) x black smartbox with one (1) black voucher and one (1) 100GB Cell C SIM card to be won on Sunday the 8<sup>th</sup> of April.
- 2.4 You understand that no prize may be exchanged for cash. Cell C and/or Elevator People 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 Elevator People in this event.
- 2.5 It is important that you understand that all participants (and winners) of the Competition indemnify Cell C and Elevator People, 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.
- 2.6 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 Comply with the requirements as set out in paragraph 1.4 above ;
  - 3.1.2 Have your photo taken at the Cell C stand at the St Marys Festival which will be held at the St Marys School in Waverley from the 5<sup>th</sup> to the 8<sup>th</sup> of April 2018.
  - 3.1.3 Once you have taken your photo, you must upload your photo to your Instagram account and beat the 45 second timer to hash tag the line 'Cell C's C-Fibre. The best way to connect to the future of entertainment. Now'. To be put forward for the random draw.
- 3.2 Once you have met all the conditions set out in paragraph 3.1 above, you will automatically be entered into the Competition. The winner will be chosen via a random draw.
- 3.3 Cell C and/or Elevator People 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 Elevator People 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 The winner of the competition will be notified on the day. The selected winner will be telephonically notified. The winner will need to be present at the time of draw and will forfeit his/her prize should they not be present to claim their prize. You agree that should you not be present and Cell C/Elevator People be unable to contact you, you will forfeit the prize, and shall have no claim against Cell C/Elevator People 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 or Elevator People if this happens.
- 4.3 Should a winner not be available at the time of draw, or cannot be contacted after three telephonic attempts from an Elevator People representative, the proposed winner will forfeit the prize, 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 Elevator People 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, if applicable, 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 Elevator People 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 Elevator People, 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 Elevator People 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.