

TERMS AND CONDITIONS: CELL C SPIN YOUR WORLD 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 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 Your World campaign enables customers to win exciting prizes when Spinning earned Spins (the "Campaign").
- b. Customers can 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 THE TERMS AND CONDITIONS, PLEASE CONTACT US 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 CAMPAIGN. YOUR CONTINUED PARTICIPATION IN THE CAMPAIGN WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE 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: <https://www.cellc.co.za/cellc/terms-conditions>.
- f. By electing to participate in the Campaign the Customer consents that its personal information may be used 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.

2. DURATION

- a. The Campaign will run from 10 October 2022 at 09h00 to 31 January 2023 at 3h59:59 (the "**Campaign Period**"). No Spins will be allowed after 31 January 2023 at 23h59:59.
- b. Entries received after the closing date of the Campaign Period 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, TopUp/Hybrid and Broadband (HCF & Fiber) who are:
 - i. natural persons;
 - ii. not excluded from the Campaign as per clause 4(b) below;
 - iii. over the age of eighteen (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;
- c. Participants younger than 18 (eighteen) 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. **Cell C Prepaid and Hybrid customers will receive 2 (two) free daily spins to participate in the Campaign. In addition to the 2 (two) daily spins, more spins can be allocated to these Customers when they subscribe to qualifying digital services during the Campaign Period, namely:**
 - I. Subscribe to qualifying content (digital) services on the Summer 2022 Campaign platform (USSD *127# / www.cellcwin.co.za);
 - II. Sign up for a new Cell C contract (Excluding lines taken out in the name of a Corporate/Government account); or
 - III. Upgrade/Renew an existing Cell C contract (Excluding lines taken out in the name of a Corporate/Government account).
- b. **Cell C BYOND, Postpaid, Fibre, and Broadband Customers will not receive 2 (two) free daily spins in the Campaign, however, spins can be allocated to these customers in accordance with clause 6.b below.**

6. SPIN ALLOCATION

- a. Cell C prepaid and hybrid customers will be allocated 2 (two) free spins daily during the Campaign Period.
- b. Cell C BYOND, Postpaid, Fibre, and Broadband customers who sign up for a new contract or renew their contract during the Campaign Period will earn a once-off entry into the draw post the renewal or new line activation coming into effect.
- c. Customers who subscribe to qualifying content services will become eligible to earn the 2 (two) free spins, on condition the subscription fees have been paid in accordance with the payment terms and failing which the Customer will not receive the spins as allocated.
- d. The more qualifying actions completed by the Customer, the more spins they will earn in the Campaign.

7. 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 they have been allocated to the customer.
- d. Any spins not used prior to 23:59:59 will be forfeited.
- e. Only the Customer (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. Customers can play the Spin & Win game as many times as they 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.
- h. When playing the Spin & Win game, the following are the possible outcomes:
 - i. Win a free bundle (as contemplated in clause 9 below);
 - ii. Win a discounted bundle (as contemplated in clause 10 below);
 - iii. Win entry into the lifestyle prize draw (as contemplated in clause 11 below);
 - iv. Not a winner.

8. ALLOCATION OF PRIZES

- a. Not all spins will result in a Customer winning a prize.
- b. The prize allocation is random.
- c. 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.

9. FREE BUNDLES

- a. 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).
- b. These bundles cannot be converted to cash or cancelled.
- c. The inclusive value cannot be transferred to other Cell C Customers.
- d. The validity period of the inclusive value cannot be extended – any unused value at the time of expiry will be forfeited.

10. DISCOUNTED BUNDLES

- a. Discounted bundle offers are valid for the Customer to buy for a period of 24 (twenty-four) hours from when the discounted bundles are awarded.
- b. The discounted bundle 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 discounted 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 their Prize Wallet.
- j. Discount bundle offers which have expired (i.e. older than 24 (twenty-four) hours) cannot be purchased as they are no longer valid.
- k. All discount bundle offers will be removed from the Prize Wallet 24 (twenty-four) hours after the prize is won. The Customer will only be able to claim their prize during this 24 (twenty-four) hour period.

11. LIFESTYLE PRIZES

- a. Lifestyle prizes include:
 - i. R5 000 (Five Thousand Rand) takealot.com Home Appliances coupons;
 - ii. R5 000 (Five Thousand Rand) takealot.com Academic Book coupons;
 - iii. R2 500 (Two Thousand Five Hundred Rand) Total Fuel vouchers;
 - iv. R3 000 (Three Thousand Rand) Cell C Home Internet Upgrade bundles;
 - v. R10 000 (Ten Thousand Rand) takealot.com Flatscreen TV coupons;
 - vi. R5 000 (Five Thousand Rand) takealot.com Laptop coupons;
 - vii. R2 000 (Two Thousand Rand) Fashion sneaker vouchers;
 - viii. R5 000 (Five Thousand Rand) Protea Hotel two (2) Night stay vouchers;
 - ix. R500 (Five Hundred Rand) Shoprite/Checkers Grocery vouchers;
 - x. R2 000 (Two Thousand Rand) Pepcell vouchers;
 - xi. R2 000 (Two Thousand Rand) Jetcell Vouchers;
- b. Customers who win a lifestyle prize will receive a unique PIN code and link to an online redemption platform where they can redeem their prize.
 - i. This will be sent to the Customer via SMS notification.
 - ii. The SMS will be sent to the number used to participate in the Campaign.
- c. The notifications SMS will be delivered to the Customer within 4 (four) working days (96 (ninety-six) hours) of the Customer winning a lifestyle prize on the Spin and Win game.
- d. Any Customer who has unsubscribed from receiving marketing SMSs will not receive the above notification SMS and it is the Customer's

responsibility to notify Cell C within 2 (two) working days (48 (forty-eight) hours) from the time of the Customer winning a prize that it has unsubscribed from receiving marketing SMSs. Cell C shall not be held responsible for SMSs not received by Customers. In this regard:

- i. **You agree that should Cell C be unable to contact you within two (2) working days (48 (forty-eight) hours) of the SMS notification being sent to you, you will forfeit the prize, and shall have no claim against Cell C in this event.**
 - ii. Should a Customer who has won a lifestyle prize 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 Customer reject, forfeit or decline acceptance of the prize, that Customer'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 Customer selected in a subsequent draw.
- e. The unique PIN code sent via SMS is valid for 30 (thirty) calendar days from date of issue ("Voucher Period") enabling the Customer to log onto the online redemption platform to redeem the qualifying prize.
- f. **In the event that the Customer does not log onto the online redemption platform within 30 (thirty) calendar days from date of the unique PIN code issued via SMS, the prize will be forfeited.**
- g. The Customer will be required to enter in a One Time Pin (OTP) that will be sent to the MSISDN that was awarded the prize.
- h. The Voucher Period may be extended at the sole discretion of Cell C.
- i. Once the Customer has redeemed the lifestyle prize on the online redemption platform, their prize will have a validity period within which to redeem their reward at the prize partner, as per the below:
- j. A prize can only be redeemed once.
- k. All risks and ownership of the prizes shall pass to the Customer upon transfer or collection, as well as Cell C's obligations in regards to this Campaign.
- l. Only original and valid Prize Voucher codes will be accepted for the redemption of the prize.
- m. Should there be any dispute in this regard, Cell C shall be sole adjudicator of the dispute and its decision shall be final.
- n. Prizes can only be claimed within the Republic of South Africa.
- o. No prizes are transferable. No substitution, cash redemption (in the case of non-cash rewards), or assignment of the vouchers are permitted.
- p. Customers can see all lifestyle prizes they have won with the awarded date in their Prize Wallet.
- q. **All lifestyle prizes will be removed from the prize wallet 30 (thirty) days after the prize was won.**

12. TAKEALOT.COM COUPON

- a. Takealot.com coupon entitles the Customer to a coupon to the value of
 - i. R5 000 (Five Thousand Rand) to use towards the purchase of Home Appliances or;
 - ii. R5 000 (Five Thousand Rand) to use towards the purchase of Academic Books or;
 - iii. R10 000 (Ten Thousand Rand) to use towards the purchase of Flat Screen TV's or;
 - iv. R5 000 (Five Thousand Rand) to use towards the purchase of Computers and Electronics or;
 - v. R15 000 (Fifteen Thousand Rand) to use towards the purchase of Inverters or;
 - vi. R15 000 (Fifteen Thousand Rand) to use towards the purchase of Generators

With the following conditions:

- b. The Takealot.com coupons are valid for 3 (three) months from date of issue.
- c. The Takealot.com coupons are only available for use on the Takealot.com website towards the purchase of qualifying products (as stated above found on www.takealot.com)
- d. If a Takealot.com coupon has not been used within that period, it will expire and be forfeited.
- e. **If the full value of the Takealot.com coupon is not used in a single transaction, the remaining value of the Takealot.com coupon will be forfeited.**
- f. If the value of the purchase is more than the value of the Takealot.com coupon the Customer will be required to pay in the difference.
- g. Takealot.com coupons cannot be used to buy Gift Vouchers or other coupons, and cannot be exchanged or refunded for cash or credit.
- h. Takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a Takealot.com Coupon.
- i. A unique Takealot.com coupon can only be used once.
- j. Only one Takealot.com coupon can be used per order.
- k. Takealot.com coupons may not be used in conjunction with any other reward, coupon, voucher or discount.
- l. A Takealot.com coupon must be used at check-out and it cannot be used later on existing orders.
- m. The value of the Takealot.com coupon will be set off against the value of the Customer's shopping basket, if the value of the basket is higher than the value of the Takealot.com coupon, the Customer will be required to pay in the difference. If the value of the basket is less than the value of the Takealot.com coupon, the Customer will forfeit the remaining value of the Takealot.com coupon.

- n. The Takealot.com coupons will be ring fenced to certain categories on the Takealot.com website (namely the smartphones and wearables department department) and the winning Customer may only purchase products within that category. No other product will be eligible for purchase on the Takealot.com website using the Takealot.com coupon.
- o. Takealot.com coupons do not accrue interest and are not refundable for cash once purchased.
- p. Takealot.com is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Takealot.com coupon, after it has been SMSed to you or the MSISDN nominated by you.
- q. If for any reason a Takealot.com coupon does not reflect on the final amount due at checkout, the Customer can contact Takealot.com on (<https://secure.takealot.com/help>) to confirm if the Takealot.com coupon is still valid.
- r. If Takealot.com confirms that the Takealot.com 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 Takealot.com coupon, or you can use the Takealot.com coupon on your next order within the limitations of the specific Takealot.com coupon's terms and conditions.

13. NISSAN NP200 BAKKIES

- a. Customers who are drawn as winners of the Nissan NP200 Bakkie will be contacted by Cell C, or Cell C's authorised representative, in order to confirm and validate the winners qualification and process the hand over and delivery of the prize to confirmed winners.
- b. The Customer will be called during office hours on weekdays (excluding public holidays) to inform them of their winning.
- c. Should the Customer not answer, an SMS will be sent with Cell C's contact details. The Customer will need to contact Cell C, or Cell C's authorised representative, on the contact number provided by no later than 16h30 on the same day.
- d. Failure to contact Cell C or Cell C's authorised representative by this time will lead to the prize being forfeited, and another winner will be drawn.
- e. The Vehicle Prize entitles the Customer to win 1 (one) Nissan NP200 Bakkie with the following conditions:**
 - i. The Customer must be over the age of 18 (eighteen) years old.
 - ii. All vehicles will be white in colour.
 - iii. Vehicle specifications includes:
 - 1.6 8V Base + AC + Safety Pack (UA7)
 - iv. The Customer will provide the following required registration documents, within 5 (five) working days from the date the Customer is initially contacted by Cell C's representatives:

- Valid South African ID, South African Passport, International Passport or other legally acceptable form of identification as proof of age; and
 - Valid proof of address (this will be used for vehicle registration).
- f. Should the Customer not provide the required documents within the timeline (as per the above) they will forfeit their win and Cell C will in its sole discretion decide to allocate the prize to a new winner.
 - g. The prize does not include vehicle insurance.
 - h. Post receipt of the required registration documents by the Customer, the vehicle will be ready for collection from the closest dealership after an estimated period of 30 (thirty) business days.
 - i. On handover, it is the responsibility of the Customer to ensure they hold a valid South African driver's license or must bring with them a person of their choice who does hold a valid South African driver's license.

14. BIG BOY VELOCITY 150cc MOTORBIKES

- a. Customers who are drawn as winners of the Big Boy Velocity 150cc Motorbike will be contacted by Cell C, or Cell C's authorised representative, in order to confirm and validate the winners qualification and process the hand over and delivery of the prize to confirmed winners.
- b. The Customer will be called during office hours on weekdays (excluding public holidays) to inform them of their winning.
- c. Should the Customer not answer, an SMS will be sent with Cell C's contact details. The Customer will need to contact Cell C, or Cell C's authorised representative, on the contact number provided by no later than 16h30 on the same day.
- d. Failure to contact Cell C or Cell C's authorised representative by this time will lead to the prize being forfeited, and another winner will be drawn.
- e. The Vehicle Prize entitles the Customer to win 1 (one) Big Boy Motorbike with the following conditions:
 - i. The Customer must be over the age of 18 (eighteen) years old.
 - ii. All motorbikes will include a top box 3.5.3
 - iii. Vehicle specifications includes:
 - Big Boy Velocity 150cc including Top Box
 - iv. The Customer will provide the following required registration documents, within 5 (five) working days from the date the Customer is initially contacted by Cell C's representatives:
 - Valid South African ID, South African Passport, International Passport or other legally acceptable form of identification as proof of age; and
 - Valid proof of address (this will be used for vehicle registration).

- f. Should the Customer not provide the required documents within the timeline (as per the above) they will forfeit their win and Cell C will in its sole discretion decide to allocate the prize to a new winner.
- g. The prize does not include vehicle insurance.
- h. Post receipt of the required registration documents by the Customer, the vehicle will be ready for collection from the closest dealership after an estimated period of 30 (thirty) business days.
- i. On handover, it is the responsibility of the Customer to ensure they hold a valid South African driver's license or must bring with them a person of their choice who does hold a valid South African driver's license.

15. CASH PRIZES

- a. The Cash prize entitles the Customer to R5 000 (Five Thousand Rand) cash with the following conditions:
 - i. The Customer will be contacted via phone and will be sent an email containing a banking indemnity form and a consumer contact form.
 - ii. The Customer will be required to send back the completed indemnity form, completed consumer contact form and a bank stamped letter confirming their banking details within 5 (five) business days of being contacted. Should the Customer fail to do so, the Participant will forfeit the prize and a new Customer will be drawn.
 - iii. The Customer will receive payment into the bank account details provided within 7 (seven) business days of the completed forms and bank stamped letter being sent back.
 - iv. Proof of Payment will be sent to the Customer on request.

16. ABSA CASH SEND

a. General

- i. **The Cash prize entitles the Customer to a R500 (Five Hundred Rand) cash sent via ABSA CashSend, with the following conditions:**
 - The Customer will be sent 2 (two) ABSA CashSend SMSes: The first SMS will contain a 10 (ten) digits ABSA PIN code.
 - The second SMS will contain a SMS with a 6 (six) digit PIN code.
 - The Customer will be required to go to an ABSA ATM select the ABSA CashSend option and follow the prompts.
 - The 2 (two) PINS are only valid for one transaction and the full value of the ABSA CashSend voucher must be redeemed in one single transaction.
 - If the full value of the ABSA CashSend is not redeemed, the Customer will forfeit the remaining value of the ABSA CashSend.

- The ABSA CashSend PINS will be valid for 30 (thirty) calendar days from date of sending.
- If the ABSA CashSend has not been used within that period, it will expire and be forfeited.
- The Customer does not have to bank with ABSA in order to redeem this prize. It is a card-less process which works on the PIN codes which will be sent to the Customer.

b. Broader set of Terms

- The Customer is to proceed with the following redemption steps:
- Qualifying Customer will be sent an ABSA branded SMS with a 10 (ten) digit ABSA PIN code.
- The qualifying Customer will then also receive a second SMS with a 6 (six) digit PIN code and the value of the reward.
- To claim the cash reward, Customers will need to go to an ABSA ATM (ABSA Cash Expresses and other banks and their ATMs are not included).
- At the ABSA ATM, the Customer will need to choose the CashSend option on the screen, enter in the 10 (ten) digit code found in the first SMS and click proceed/ continue/ enter.
- Then enter the 6 (six) digit code PIN code found in the second SMS and click proceed/ continue/enter.
- After entering the full value of the reward at the ATM, the ATM will give you your money with a receipt.
- If the Customer does not withdraw the full amount, they will forfeit the rest of their reward.
- The CashSend must be redeemed within 30 (thirty) days of receiving the ABSA CashSend SMSes. If the CashSend is not claimed within 30 (thirty) days of receiving the ABSA CashSend SMSes, the Customer will forfeit their reward.
- Only one redemption per 10 (ten) digits is allowed. If the full amount of the CashSend is not claimed in the first withdrawal, the remaining value will be forfeited.
- For any problems in redeeming the cash reward at the ATM, the Customer can call the ABSA helpline on 0860 111 123.
- If for any reason an ABSA ATM does not have relevant cash notes available, the Customer will have to try another ABSA ATM to withdraw the cash reward.

17. HOTEL VOUCHER

- The Protea 2 (two) Night Hotel voucher entitles the Customer to 2 (two) nights' complimentary accommodation (room only) for 2 (two) people sharing at selected Protea Hotels.

- i. Booking availability is applicable for all days of the week and for the full year excluding peak periods such as Christmas. Please note: school holidays, public holidays and long weekends are specifically excluded.
- ii. No cancellations allowed; date changes are possible within the booked property only.
- iii. You will make a booking via <https://proteavouchers.com/>.
- iv. You will have 6 (six) months from the date you redeem your voucher via the platform in the step above, to book and travel with Protea.
- v. All bookings must be made 4 (four) weeks prior to the check in date.
- vi. Bookings are subject to availability at time of booking.
- vii. Each hotel allocates a certain number of rooms for prizes and complimentary accommodation.
- viii. As a result, all applications for accommodation are subject to availability.
- ix. This voucher is valid for the period stated and is not extendable.
- x. The voucher excludes the following: Laundry charges, landline calls made from the hotel room, mini bar charges, transport to and from the participant's home and the hotel, in house movies, entertainment, travel insurance, travel, spending money, all meals and alcohol and any other incrementals. These costs will be for the voucher holders own expense. All costs incurred during the stay will be charged to the voucher holder at checkout.
- xi. Extra charges are payable in cash, or by credit card upon departure from the hotel.
- xii. The issue of this voucher does not imply or confer any credit facilities with the hotel.
- xiii. This voucher is not exchangeable for cash or any other service provided by the hotel.
- xiv. Any extension of stay will be at the standard rates charged by the hotel.
- xv. This voucher may not be included in any existing hotel package or special offer.
- xvi. Protea Hotels reserves the right to cancel or withdraw any voucher if, in their opinion, it is subject to misuse of any description.
- xvii. This voucher is not transferable and may not be sold.
- xviii. The booking confirmation must be presented at the hotel on arrival for check in. The Organiser and its agents cannot accept any liability for any failure to present proof of confirmation at check in by the voucher holder, which may result in refusal to accept the reservation.

18. PEP CELL VOUCHERS

- a. The vouchers can only be used for 1 (one) year.
- b. If only part of the voucher is used, e.g. voucher is for R100 (One Hundred Rand) and the Customer only buys something for R50 (Fifty Rand), the customer will receive the change in another voucher. All the terms, like expiry date, will still apply to the change voucher. Only when the change is less than R10 (Ten Rand), will the Customer receive cash in change.
- c. Vouchers can be used for anything at any Pep store, but can also be Department (e.g. Schoolwear) or product specific. With physical products – the risk is always high that a store won't have stock of the specific item, and then there is no 'reverse' option. If the voucher is for a virtual product, e.g. Airtime – risk is very low of stores not having stock.

19. FLIGHT CENTRE

- a. This reward entitles you to a R30 000 (Thirty Thousand Rand) Flight Centre Voucher with the following conditions:
- b. Bookings inclusive of flights and travel packages are for local destinations within South Africa only.
- c. One of the guests travelling must be the person who awarded the Reward voucher. The reward cannot be transferred or exchanged for cash.
- d. Cancellations or changes after confirmation of booking will not be permitted.
- e. A Flight Centre voucher code will be allocated to the participant via SMS.
- f. All bookings must be made directly with Flight Centre on the number provided to the participant and are at all times subject to Flight Centre's booking Terms and Conditions available at www.flightcentre.co.za. The Flight Centre contact number will be provided to the participant when they have received their Reward voucher via SMS.
- g. All bookings and travel must be completed within 6 (six) months of the issuing of the reward voucher, failing which the reward will be forfeited and the participant shall not have any claim against the Organiser as a result thereof.
- h. In the case of flights when using 1 (one) reward voucher to book for more than 1 (one) person, all flights need to be taken simultaneously, with all passengers, flying to the same destination, on the same flight. Flights cannot be split across multiple flight routes, dates or people.
- i. Bookings are subject to limited availability. In the event that dates requested are not available, the participant will be required to provide alternative dates.
- j. Travel bookings which may include flights or accommodation (e.g., hotel, resort, bed & breakfast, guest house, boutique hotel, hostel, chalet etc.) and/or transfers/car hire for local destinations within South Africa only.
- k. This reward operates on an e-ticket system and presentation of an ID document will be required when checking in.

- l. Any additional charges over and above the value of the participant's reward voucher, or arising from additional passengers will be for the participant's own account.
- m. Should the full value of the reward voucher not be used for the booking, the participant will forfeit the remaining value of the reward voucher.

20. 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.
- e. If you are a winner, Cell C may request your consent to publish your name and photograph, for advertising, promotional, print, point of sale or public relations material for a period of 12 (twelve) months from the end of the Campaign Period.
- f. Cell C will ensure the Customers personal information provided in the participation of the Campaign is used in accordance with the Protection of Personal Information Act 2 of 2000 (as amended from time to time).
- g. Cell C assumes no liability for any entry that may be omitted from this Campaign for any reason whatsoever.
- h. All Customers 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 this Competition. Prior to awarding the prize, Cell C may require you to sign such an indemnity.
- 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.
- j. 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.

21. 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.

All enquiries in connection with the Campaign should be directed to our Customer Care line on 084135.