

TERMS AND CONDITIONS: WIN BIG WITH CELL C May 2022

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 CEC and Cell C Limited and/or its group of companies;**
- (b) constitute an assumption of risk or liability by you;**
- (c) constitute an indemnification of CEC and Cell C Limited and/or its group of companies, or**
- (d) is an acknowledgement of fact by you.**

1. INTRODUCTION

- a. The Cell C "Win Big with Cell C" 2022 Campaign is a Campaign that enables customers to win exciting prizes just by being with Cell C and gaining further entries when they complete qualifying actions (the "**Campaign**").
- b. The Campaign is organised by CEC (Comm Equipment Company) and Cell C, and prizes are sponsored by CEC and Cell C Limited, with registration number 1999/007722/06 ("**Cell C**").
- c. **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.**
- d. All standard terms and conditions of CEC and Cell C Service Provider Company Proprietary Limited apply to this Campaign.
- e. Further, Cell C refers you to its Privacy Policy on its website ([Cellphone Contracts, Prepaid & Data | C-Fibre \(FTTH\) | Cell C](#)) 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 CEC and Cell C's use of your personal information as set out in these Terms and Conditions and Cell C's Privacy Policy.
- f. 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 paragraphs 4.2 and 5.4 below.

2. DURATION

- a. The Campaign will run from 16 May 2022 at 09h00 to 2 September 2022 at 09h00 (the "**Campaign Period**").
- b. Entries received after the closing date of the Campaign Period and time will not be considered.
- c. CEC and 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. **CEC and 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 CEC or Cell C should this happen.**
- c. CEC and 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. PREPAID portion of the campaign

4.1 Qualifiers:

- a. For this Win Big with Cell C campaign, customers do not have to physically enter. The entries will be automatic, based on information that CEC will receive from Cell C IT.
- b. Qualifiers are all Cell C network customers, prepaid and postpaid.
- c. For example, every number on the Cell C network gains an automatic entry into the weekly draw every week.
- d. Should the number have topped up or recharged during that week, that customer will gain two entries for that weekly draw.
- e. CEC will obtain the top up and recharge information from Cell C IT, to select those numbers for the draw.

4.2 Draws

- a. Draws will take place from the 20th of May, every Friday for the period of the campaign.
- b. Weekly draws take place whereby there will be three (3) winners. Each draw there will be three (3) recipients per prize category. i.e. one person wins a grocery voucher to the value of ten thousand rand (R10 000), one person wins school fees to the value of ten thousand rand (R10 000), one person wins petrol to the value of ten thousand rand (R10 000).
- c. Each week on a Friday CEC will do the draw, based on a qualifying cell phone number. When that cellphone number has been randomly picked and audited, that person will be contacted on their Cell C cellphone number.
- d. They have seventy-two (72) hours in which to claim the prize whereby they have to physically produce a copy of their ID for exchange of their prize. This can be sent via an email address that will be provided to them or delivered directly to CEC offices in person or via courier services. (2nd Floor, Capital Hill, 6 Benmore Road, Sandton, Johannesburg, 2196)

4.3 Prizes

School or tertiary institute fees:

- a. The most recent statement from the school tertiary institute must be produced to CEC in order to pay the school or tertiary fee directly. Regardless of amount due, the ten thousand rand (R10 000) will be paid to the facility and the client will be in credit with the school or tertiary account.
- b. If the winner does not have children, or the children are out of school or finished their tertiary education, or they have a bursary in place, the prize will automatically default to a grocery voucher.
- c. This prize is non-transferable and non-negotiable.

4.3.3 Groceries:

- a. Winners will receive two (2) vouchers that can be used at Shoprite/Checkers/Checkers Hyper and USave stores, pre-loaded with five thousand rand each (R5 000).
- b. The voucher will be a 16-digit barcode that is presented at till point.

- c. The redemption method on this voucher is to either spend it in one go (it is a single use voucher) or load it onto a gift card to use multiple times. No change will be provided if the full amount is not used on the voucher.
- d. This prize is non-transferable and non-negotiable.

4.3.4 Petrol:

- a. Winners will receive a petrol voucher from either Engen or Total, to the value of five thousand rand (R5 000). These vouchers will be split into denomination of R1 000 (one thousand rand) each, therefore the winner will receive five (5) vouchers.
- b. The vouchers are redeemable in-store only. The winner must present the voucher to the cashier and identify the pump number before making payment. The voucher is not redeemable with the petrol attendant.
- c. The winner will receive these vouchers via SMS.
- d. Should the winner have transport that does not require petrol, their prize will automatically default to a grocery voucher.
- e. This prize is non-transferable and non-negotiable.

4.4 General:

- a. **The winners will be contacted by before close-of-business (5pm) every Friday during the campaign. Should the winner not answer within three attempts from CEC, CEC will attempt to contact the next person on the list, and this process will continue until a winner is successfully contacted.**
- b. **Should they not claim the prize within seventy two (72) hours, a redraw will take place for that particular prize. The 72 hours claim may be waived if the winner has a just reason that they cannot claim within the 72 hours given. This waiver will need to be approved by CEC.**
- c. **The same process will follow for that new chosen winner.**
- d. **Every week, the data will be refreshed. I.e. every week, every qualifying number from the network goes into the draw – they always get one entry. However, should they not have recharged within the new week, they will only have one entry to the draw.**
- e. **Once all the documents have been received and verified by CEC, the relevant prize voucher will be sent via SMS to the winner's Cell C mobile number.**
- f. **CEC will require acknowledgment of the voucher so that the voucher/barcode can be activated for use.**
- g. **Should the voucher/barcode be faulty, customer to send an email CellC@blts.co.za describing the exact fault and the voucher number/barcode to enquire about the fault.**
- h. **Vouchers cannot be redeemable for cash.**

5. POSTPAID portion of the campaign

5.1 Qualifiers:

- a. This part of the campaign is open to postpaid Cell C customers only.
- b. CEC will retrieve all data from Cell C IT to commence with the draws.
- c. All postpaid customers with an account up to date will automatically gain an entry.
- d. If the customer tops up – data or voice during the month, they receive an additional entry.
- e. If the customer pays their debit order on time, they receive an additional entry.
- f. A new sign up, upgrade or renewal also gains an automatic entry.

5.2 Dates:

- a. The draws will take place on:
 - 27th May 2022
 - 1 July 2022
 - 29 July 2022

- 2 September 2022
- b. The draws will take place by 10am, and winner to be contact before close-of-business (5pm) that same day.

5.3 Prize:

- a. There will be one winner per week/per draw that will receive one hundred and fifty (R150 000) cash.

5.4 General:

- a. **Should the winner not claim the prize within seventy-two hours (72) hours, a redraw will take place. The 72 hours claim may be waived if the winner has a just reason why they cannot claim within the 72 hours given. This waiver will need to be approved by CEC.**
- b. **Once participant has been drawn, CEC will make sure that all the qualifying criteria is met, before awarding their prize.**
- c. **The winner needs to produce a valid ID and valid proof of bank account for the money to be transferred into their account. This information can be sent via an email address that will be provided to them or delivered directly to CEC offices in person or via courier services. (2nd Floor, Capital Hill, 6 Benmore Road, Sandton, Johannesburg, 2196)**
- d. **The monies will be transferred within seventy-two (72) hours.**
- e. **Any tax implications is on the onus of the winner.**
- f. **Every week, the data will be refreshed. I.e. every week, every qualifying number from the network goes into the draw – they always get one entry. However, should they not have recharged/topped up within the new week, they will only have one entry to the draw.**

6. GENERAL

- a. Failure by CEC and 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, CEC and 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 CEC or 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 CEC and Cell C.**
- c. **You hereby agree to indemnify CEC and 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. **CEC and 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. **CEC and 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 CEC and 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. CEC and 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.