

TERMS AND CONDITIONS: WIN BIG WITH CELL C: September 2023

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 printed in bold which, amongst others:

- (a) contain a limitation of risk or liability of Cell C Limited (Registration Number 1999/007722/06 ("Cell C") and/or its group of companies;**
- (b) constitute an assumption of risk or liability by you;**
- (c) constitute an indemnification of Cell C 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" 2023 Campaign is a Campaign that enables Cell C customers to win exciting prizes just by being a Cell C postpaid customer and completing qualifying actions (the "**Campaign**").
- b. The Campaign is organised by Cell C, and prizes are sponsored by 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 VIA EMAIL AT cecsa-support@cellwinbig.co.za FOR FURTHER EXPLANATION. 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 Cell C apply to this Campaign and are automatically incorporated herein.
- e. Cell C further 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 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 into 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.

2. DURATION

- a. The Campaign will run from 12 September 2023 at 08h00 to 16 October 2023 at 12h00 midnight (the "**Campaign Period**").
- b. Any gamification 'plays' received after the closing date and time of the Campaign Period will not be considered.
- c. Cell C may, in its sole and absolute 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, in its sole and absolute discretion to substitute, change or exchange any prize with another prize of similar commercial value without notice,. You will not have a claim of any nature whatsoever against Cell C should this occur.
- 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 prizes of a similar value based on availability at the time of dispatch from the manufacturer, but this cannot be guaranteed.

4. Gamification campaign

4.1 Qualifiers:

- a) Qualifiers are all Cell C postpaid customers (excluding Cell C Fibre and onsellors).
- b) Customers must sign up or upgrade to any new Cell C Elevate package in order to receive a free play on the gamification portal.
- c) Existing Cell C postpaid customers who pay their account on time, sign up for Debi-Check or top-up will also receive a free play.
- d) Customers receive a free play for the following billable actions:
 - a. If the customer tops up – data or voice during the campaign period;
 - b. Purchases a bundle during the campaign period;
 - c. Purchases a billable VAS (value added service) during the campaign period;
- e) A customer who has done an upward migration from their current tariff to a higher tariff receives a free play.

4.2 Prizes

- a. The prizes will include lifestyle vouchers, grocery vouchers, food vouchers, Cell C data and Cell C airtime.
- b. The vouchers will be sent to the winners via SMS and cannot be exchanged for another retail voucher or cash.
- c. The data or voice bundles will be loaded automatically onto the winner's mobile account.
- d. The prizes will be delivered within 30 (thirty) working days from notification of you winning.
- e. These prizes are non-transferable, non-negotiable and cannot be exchanged.

4.3. General:

- a. Every week, the data will be refreshed i.e. every week, every qualifying number from the network will be able to access a play on the gamification portal, should the customer have actioned any of the points set out in clause 4.
- b. Should the voucher/barcode be faulty, the customer must send an email to cecsa-support@cellwinbig.co.za describing the fault with clarity and full detail and the voucher number/barcode to enquire about the fault.
- c. Vouchers cannot be redeemable for cash or swapped for another retail voucher.

5. GENERAL

- a. The following are persons are **excluded** from entering the competitions:
 - i. Director, member, partner, employee, agent or consultant of ViaMedia;
 - ii. Immediate family member of any of the persons specified in clause 5.a.iSponsors of the Competition;
 - iii. Employees of Blue Label Telecoms or any of their subsidiaries; and
 - iv. Employees of Cell C.
- b. Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
- c. Save as permitted by law, Cell C reserve 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>. Cell C shall have no liability whatsoever to 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 in this regard and hereby acknowledge that you will have no right of recourse or claim of any nature whatsoever against Cell C.

- d. **You hereby agree to indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors against any loss or damages whatsoever, whether direct, indirect, consequential, or otherwise, arising from your participation in the Campaign.**
- e. **Cell C accepts no liability or responsibility, whether occasioned by any circumstance which was not foreseeable and/or not within its reasonable control, for late or delayed delivery of any prizes, including but not limited to as a result of 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, loadshedding or other acts of God.**
- f. 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 amended to the extent necessary to ensure that it is not illegal, invalid, or unenforceable.
- g. **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 whatsoever and 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.**
- h. 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 suffer as a result of using third party applications.
- i. Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
- j. Cell C may in its sole and absolute 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.