

TERMS AND CONDITIONS: CELL C "20TH BIRTHDAY" SPIN & WIN 2021 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 "20TH BIRTHDAY" SPIN & WIN 2021 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 UNDERTSAND 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: <https://www.cellc.co.za/cellc/terms-conditions>.
- f. 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 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 paragraph 21.5 below.

2. DURATION

- a. The Campaign will run from 17 October 2021 at 09h00 to 31 January 2022 at 3h59:59 (the "**Campaign Period**"). No Spins will be allowed after 31 January 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 Summer 2021 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);
 - iv. Win free content subscription service for 7 days (as contemplated in clause 13 below);
 - v. Win entry into the draw for the Hyundai H100, Big Boy Velocity 150cc and Toyota Quest (as contemplated in clause 18 below);
 - 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

- a. Lifestyle prizes include:
 - i. R500 (Five Hundred Rand) Builders Warehouse vouchers
 - ii. R500 (Five Hundred Rand) Makro vouchers
 - iii. R1 000 (One Thousand Rand) Takealot.com coupons
 - iv. R500 (Five Hundred Rand) Cash
- b. Participants who win a lifestyle prize will receive a unique PIN code and link to a site where they can redeem their prize.
 - i. This will be sent to the participant 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 participant within four (4) working days (96 hours) of the participant winning a lifestyle prize on the Spin and Win game.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. The Voucher/Coupon Period may be extended at the sole discretion of Cell C.
- j. 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.
- k. 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.
- l. A prize can only be redeemed once.
- m. Only original and valid voucher or coupon PIN codes will be accepted for the redemption of the prize.
- n. Should there be any dispute in this regard, Cell C shall be sole adjudicator of the dispute and its decision shall be final.
- o. Prizes can only be claimed within the Republic of South Africa.
- p. The prize is not transferable. No substitution, cash redemption (in the case of non-cash rewards), or assignment of the vouchers are permitted.
- q. Customers can see all lifestyle prizes they have won with the awarded date in the Prize Wallet.
- r. All lifestyle prizes will be removed from the Prize wallet 30 days after the prize was won.
- s. The Cash prize entitles the Participant to a R500 (Five Hundred Rand) cash sent via ABSA CashSend.

15. BUILDERS WAREHOUSE VOUCHERS

- a. The gift card entitles the Consumer to a Builders Warehouse Electronic Gift Card to the maximum value of R500 (Five Hundred Rand), with the following conditions:
 - i. This electronic gift card can be redeemed online at www.builders.co.za and in-store.
 - ii. It is valid for 36 (thirty-six) months from date of issue and must be utilised within this period.
 - iii. If the full value of your electronic gift card is not utilised on your first purchase, the balance will remain on your electronic gift card.
 - iv. In the event electronic gift card is deleted or the customer's cell phone is lost and/or stolen with the electronic gift card, neither Massbuild (Pty) Ltd ("Builders") nor any of its agents will be liable for any reimbursement of any nature, whatsoever.
 - v. For a balance enquiry, electronically enter your voucher number on the payment options screen and the balance of the voucher will be displayed.
 - vi. The usage of the electronic gift card is solely at the risk and discretion of the customer.
 - vii. Builders will not be held responsible for any cellular network service operator's delay in forwarding an electronic gift card to the customer.
 - viii. A voucher can be applied to any item. If the total value of your purchase exceeds the value of the voucher used, the balance is required to be paid by using a credit card, EFT, or a Builders account.
 - ix. The gift card may not be used for any illegal transactions. It is your responsibility to determine whether a transaction is legal or not.
 - x. Misuse of the gift card may constitute fraud and may lead to prosecution.
 - xi. This gift card may not be refunded or exchanged for cash or credit.
 - xii. Purchase authorisation will be declined if these terms and conditions are breached.
 - xiii. The amount registered on the cardholder's gift card will not accrue any interest.

- xiv. Exchange and/or return of merchandise purchased in whole or in part with the gift card, will be governed by the procedures and policies of Builders and the applicable law. At the time of any exchange or return, you must present both the merchandise receipt and the electronic gift card.
- xv. South African Law governs these terms and conditions.

16. MAKRO VOUCHERS

- a. The gift card entitles the Consumer to a Makro Electronic Gift Card to the maximum value of R500 (Five Hundred Rand), with the following conditions:
 - i. The gift card is valid for 12 (twelve) months from the date of issue.
 - ii. The gift card cannot be exchanged for cash or credit.
 - iii. The remaining value of the voucher will stay on the voucher until redeemed.
 - iv. No cash balance will be given as change.
 - v. The gift card value will remain until the balance is either depleted or the expiry date is reached, whichever occurs first.
 - vi. The gift card cannot be replaced if lost or stolen.
 - vii. Gift Cards can be redeemed in-store only, at all Makro stores
 - viii. Once redeemed, the gift card can be used on Makro's website.
 - ix. The gift card is redeemable only for merchandise and services at Makro stores.
 - x. For a balance enquiry, SMS your gift card number to 34543 or call 083 918 7700. SMS messages are charged at R2/ SMS. Standard cell phone rates apply. Free minutes do not apply.
 - xi. If the value of the purchase is more than the value of the gift card the Consumer will be required to pay in the difference.

17. TAKEALOT.COM COUPON

- a. Takealot.com coupon entitles the Participant to a coupon to the value of R1 000 (One Thousand Rand) to use with the following conditions:
 - i. The validity of the Takealot.com coupons is set out on the site where the voucher is redeemed.
 - ii. The Takealot.com coupons are available for use on the Takealot.com website towards the purchase of any products found on www.takealot.com.
 - iii. If a Takealot.com coupon has not been used within that period, it will expire and be forfeited.
 - iv. 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.
 - v. If the value of the purchase is more than the value of the Takealot.com coupon the Participant will be required to pay in the difference.
 - vi. Takealot.com coupons cannot be used to buy Gift Vouchers or other coupons and cannot be exchanged or refunded for cash or credit.
 - vii. Takealot.com is not responsible for any harm due to the loss, unauthorized use, or distribution of a Takealot.com Coupon.
 - viii. A unique Takealot.com coupon can only be used once.
 - ix. Only one Takealot.com coupon can be used per order.
 - x. Takealot.com coupons may not be used in conjunction with any other reward, coupon, voucher, or discount.
 - xi. A Takealot.com coupon must be used at check-out and it cannot be used later, on existing orders.
 - xii. 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 Participant 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 Participant will forfeit the remaining value of the Takealot.com coupon.
 - xiii. Takealot.com coupons do not accrue interest and are not refundable for cash once purchased.
 - xiv. 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.
 - xv. If for any reason a Takealot.com coupon does not reflect on the final amount due at check-out, the Participant can contact Takealot.com on (<https://secure.takealot.com/help>) to confirm if the Takealot.com coupon is still valid.
 - xvi. 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.

18. CASH PRIZES

- a. The Cash prize entitles the Participant to R500.00 (Five Hundred Rand) cash, with the following conditions:
 - i. The Participant will be sent 2 (two) ABSA CashSend SMSs: The first SMS will contain a 10 (ten) digits ABSA PIN code.
 - ii. The second SMS will contain a SMS with a 6 (six) digit PIN code.

- iii. The Participant will be required to go to an ABSA ATM select the ABSA CashSend option and follow the prompts.
- iv. The two (2) PINS are only valid for one transaction and the full value of the ABSA CashSend voucher must be redeemed in one single transaction.
- v. If the full value of the ABSA CashSend is not redeemed, the Participant will forfeit the remaining value of the ABSA CashSend.
- vi. The ABSA CashSend PINS will be valid for 30 (thirty) calendar days from date of sending.
- vii. If the ABSA CashSend has not been used within that period, it will expire and be forfeited.
- viii. The Participant does not have to bank with ABSA to redeem this prize. It is a card-less process which works on the PIN codes which will be sent to the Participant.

19. HYUNDAI H100, BIG BOY VELOCITY 150CC, TOYOTA QUEST

- a. Participants who are drawn as winners of either:
 - i. the Hyundai H100;
 - ii. Big Boy Velocity 150cc;
 - iii. Toyota Quest
 will be contacted by Cell C, or Cell C's authorised representative, to confirm and validate the winners qualification and process the hand over and delivery of the prize to confirmed winners.
- b. The participant will be called at either 09h00, 12h00 or 15h00 on weekdays (excluding public holidays) to inform them of their winning.
- c. Failure to answer Cell C's or Cell C's authorised representative at this time will lead to the prize being forfeited, and another winner will be drawn.
- d. The Vehicle Prize entitles the Participant to win 1 (one) Hyundai H100 or 1 (one) Big Boy Velocity 150cc or 1 (one) Toyota Quest with the following conditions:
 - i. The Participant must be over the age of eighteen (18) years old.
 - ii. No cross-border deliveries will be offered.
 - iii. Cell C is not liable for any changing of ownership.
 - iv. The participant will provide the following required registration documents, within five (5) working days from the date the participant 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).
- e. Should the participant 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.
- f. The prize does not include vehicle insurance. The winners should ensure that appropriate insurance is in place from when the vehicle is handed over.
- g. Post receipt of the required registration documents by the participant, the vehicle will be ready for collection from the closest dealership after an estimated period of thirty (30) business days.
- h. On handover, it is the responsibility of the winner 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.

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. 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 specified timeframes.
- 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.
- l. 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.

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