



TERMS AND CONDITIONS: CELL C CURRIE CUP (SHARKS VERSUS WESTERN PROVINCE GAME) COMPETITION- 22 AUGUST 2025

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:

1. contain a limitation of risk or liability of Cell C Limited and/or its group of companies;
2. constitute an assumption of risk or liability by you;
3. constitute an indemnification of Cell C Limited and/or its group of companies; or
4. is an acknowledgement of fact by you.

1. INTRODUCTION

- 1.1 The Currie Cup competition invites people to enter to win an experience Cell C.
- 1.2 Participants stand a chance to win 1 of 5 double tickets to the Sharks vs Western Province match at Kings Park Stadium on the 22 August 2025.
- 1.3 The Competition is a sponsored by Cell C Limited, registration number 1999/007722/06 ("Cell C") in partnership with the event originator and host Sharks.
- 1.4 **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 ON 135**



FROM A CELL C PHONE OR 084 135 FROM ANY OTHER NETWORK 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 COMPETITION. YOUR CONTINUED PARTICIPATION IN THE COMPETITION WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE APPLICABLE TERMS AND CONDITIONS, AND ALL OTHER APPLICABLE TERMS AND CONDITIONS AS MAY APPLY TO THE COMPETITION FROM TIME TO TIME.

- 1.5 All standard terms and conditions of Cell C and Cell C Service Provider Company Proprietary Limited apply to this Competition which can be found at: <https://www.cellc.co.za/cellc/terms-conditions>.
- 1.6 By electing to participate in the Competition the Customer consents that its personal information may be used to manage the Competition, to select a winner, to contact the winner(s), for market research and statistical purposes and for marketing and PR purposes.

2. DURATION

- 2.1 The Competition will run from 15 August to 18 August 2025 at 23h59 ("the Competition Period"). Cell C reserves the right to amend or terminate the Competition at any time within its sole discretion.

3. COMPETITION RULES

To enter the competition, participants must:



- 3.1 Follow our Cell C pages on IG, FB, X, and TikTok, tag 3 friends, and comment #CurrieCup.
- 3.2 The experience includes tickets, food and drinks, transport and a Cell C hamper.

4. ELIGIBILITY

Only natural persons who are 18 years or older and are in possession of a valid South African ID or passport may enter. Employees, directors, or immediate family members of Cell C or associated agencies are not eligible to enter.

5. WINNER SELECTION

Winners will be selected by Joe Public Agency – a supplier of Cell C through a random draw on 19 August 2025.

- 5.1 Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.2 If any prize is interfered with in any way or is not capable of being claimed as reasonably anticipated due to any reason beyond the reasonable control of Cell C, including but not limited to technical difficulties, unauthorized intervention or fraud, Cell C reserves the right, in its sole discretion, to the fullest extent permitted by law to:
 - 5.2.1 disqualify any Customer Eligible Participant; or
 - 5.2.2 modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
- 5.3 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.



- 5.4 No liability shall lie against Cell C in favour of any customer, Eligible Participants, winner(s) and/or any third party arising from such cancellation, suspension or termination. Therefore, the Eligible Participants Participant waives his/her right which they may have against Cell C and hereby acknowledges that they will have no right of recourse or claim of any nature whatsoever against Cell C.
- 5.5 The awarding of prizes are governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Competition.
- 5.6 Any dispute or claim arising out of or in connection with this Competition shall be governed by and construed in accordance with the laws of South Africa.
- 5.7 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 the 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, earth quake or other acts of God.
- 5.8 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- 5.8.1 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
- 5.8.2 It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- 5.9 To the extent permitted by the Consumer Protection Act No and any other applicable law, the Participant hereby indemnifies Cell C against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise.



- 5.10 Cell C excludes all warranties (express or implied), representations and liabilities regarding this Competition (other than for death or personal injury caused by its negligence and/or fraud).
- 5.11 All Personal Information exchanged with the usage of third-party applications will not be monitored or controlled by Cell C. The Customer bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of third-party applications. The Participant understands and agrees to indemnify Cell C from all liability arising from of any nature whatsoever nature in respect of any prize.
- 5.12 In accordance with the confidentiality policies and practices of Cell C, none of the entry details of any Customer Participant in this Competition will be disclosed or used by Cell C for any purposes other than for processing the prizes.
- 5.13 Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
- 5.14 Eligible Participants acknowledge and accept that Cell C shall utilise a third-party agent to contact the Participant to arrange delivery. In order to affect the contacting and delivery process, Cell C shall provide the Customer's information information to such third party agent.
- 5.15 Details of Eligible Participants will not be used for Cell C related communication unless the Customer Participant opts-in to receive further communication from Cell C.
- 5.16 Cell C may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication. The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
- 5.17 Cell C reserves the right, at any time, to verify the validity of Eligible Participants (including a Customer's Participant's identity, age and place of residence) and to reject any Customer Participant who has not agreed to and/or complied with these Terms and Conditions.



- 5.18 Cell C Limited, reserves the right to modify, suspend, or cancel the Competition at any time. Prizes are non-transferable and not redeemable for cash. Cell C shall not be liable for any lost, delayed, or misdirected entries.

6. USE OF PERSONAL INFORMATION

6.1 By electing to participate in the Competition, you understand and acknowledge that Cell C is required to comply with the provisions of the Protection of Personal Information Act, 2013 (POPIA) to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).

6.2 For purposes of this, you confirm, agree, understand and acknowledge that by participating in the Competition:

- 6.2.1 you disclose and provide your Personal Information to Cell C voluntarily and consent and authorise Cell C to collect, use, process, share and/or transfer your Personal Information in accordance with Cell C's Privacy Policy accessible by you on Cell C's website (<https://www.cellc.co.za>) (Privacy Policy);
- 6.2.2 you consent that your Personal Information may be used to manage the Competition, to select a winner, to contact the winner(s), for market research and statistical purposes and for marketing and public relations purposes;
- 6.2.3 you agree to immediately inform Cell C in writing if there is any change of whatsoever nature in any of your Personal Information, including your physical address, previously supplied to Cell C; and
- 6.2.4 you agree and consent to be bound by the terms and conditions of the Privacy Policy, which you have read, understood and agreed to as part of this Agreement.



6.3 In order to fulfil the obligations set out in this

Agreement, Cell C will process your Personal

Information. Such processing may include sharing personal information with: any related entity to Cell C, but only to the extent necessary for the purposes contemplated in this Agreement;

6.3.1 either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness and for fraud prevention purposes, to improve the accuracy of contact details and in order to process any payment transactions necessary for and relative to the Agreement; and/or

6.3.2 attorneys and/or debt collection agencies if you breach the Agreement.

6.4 In accordance with Cell C's confidentiality practices and policies accessible by you on Cell C's website (<https://www.cellc.co.za>), Cell C will not disclose your Personal Information to any other person or institution other than as stated under this clause **Error! Reference source not found.**, for purposes of fulfilling its obligations under this Agreement, or where compelled to do so in terms of any law and/or in terms of a court order.

6.5 Cell C has no control over the interception or loss of your Personal Information over the internet and assume no liability for any such interception or loss.

6.6 Your Personal Information will not be used for Cell C related communication unless you opt-in to receive further communication from Cell C in writing.

7. TRANSFER OF RIGHTS AND OBLIGATIONS

7.1.1 You may not at any time for the duration of this Agreement without Cell C's permission:

7.1.2 transfer/cede any of your rights under this Agreement to any other entity or person; or

7.1.3 transfer/delegate or hand-over any of your obligations or responsibilities under the Agreement to any other entity or person.

7.2 You agree that Cell C may at any time for the duration of this Agreement without your permission:

7.2.1 transfer/cede any of its rights under this Agreement to any other entity or person; or

7.2.2 transfer/delegate or hand-over any of its obligations or responsibilities under the Agreement to any other entity or person.

8) WHOLE AGREEMENT

8.1 Except for Cell C's right to amend these terms and conditions, this is the whole agreement between you and Cell C and no amendment, deletion or addition will be valid unless it is stipulated in writing and agreed to by all Parties.

9) BOUND BY TERM, REPRESENTATION, WARRANTY OR PROMISE

9.1 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.



10) UNEFORCEABLE PROVISIONS

10.1 If any term of these Terms and Conditions is unenforceable, illegal, void, or contrary to public policy then it will be deleted from these Terms and Conditions. The remaining provisions of these Terms and Conditions will however remain binding and in full force.