

WHATSAPP BUNDLES PROMOTION TERMS AND CONDITIONS

1. TERMS

- 1.1 All prices and usage rates advertised include VAT, unless otherwise stated.
- 1.2 The WhatsApp Bundles – Voice & Video Promotion (the “Promotion”) shall be applicable from 5 September 2025 until 30 November 2025 (the “Promotional Period”).
- 1.3 In order to provide the Service to you, you acknowledge and give consent for Cell C to provide your information to Cell C Limited, a third-party service provider responsible for arranging, operating and maintaining the Service. Please ensure that you read and understand Cell C's privacy policy, which can be accessed at: https://www.cellc.co.za/cellc/static-content/PDF/privacy_policy.html

2. THE PROMOTIONAL BUNDLES

- 2.1 During the Promotional Period, Subscribers who purchase WhatsApp Bundles on prepaid tariff plans through the USSD self-service channel by dialling *147# shall be enabled to consume the applicable WhatsApp data through the use of WhatsApp voice and/or video calling.
- 2.2 All voice and/or video calls made by a Subscriber with an active WhatsApp bundle purchased in accordance with these terms and conditions shall consume from the Subscriber's WhatsApp data balance.
- 2.3 For the avoidance of doubt, any WhatsApp data not purchased in accordance with these terms and conditions may not be depleted through the use of WhatsApp voice and/or video calling.

3. USE OF YOUR PERSONAL INFORMATION AND DIRECT MARKETING

- 3.1 You warrant and guarantee that all personal information supplied by you to Cell C to purchase the Prepaid Smartphone and RICA your SIM Card is true and correct.
- 3.2 By accepting these Terms and Conditions, you understand and acknowledge that Cell C, their affiliate companies, their service providers, suppliers and partners (“Group”) are required to comply with the provisions of the Protection of Personal Information Act of 2013 (“POPIA”) to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).
- 3.3 For purposes of this, you confirm, agree, understand, acknowledge that by accepting these Terms and Conditions, –
 - a. you disclose and provide your Personal Information to the Group voluntarily and consent and authorise the Group 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”); and
 - b. you agree and consent to be bound by the terms and conditions of the Privacy Policy, which you have read, which can be accessed at [insert link]
- 3.4 As and when necessary, you agree and consent to be contacted by Cell C in respect of its direct marketing campaigns in relation to similar and/or related products and/or services, which contacts will be in accordance with the terms and conditions of the direct marketing provisions of the Consumer Protection Act, 68 of 2008 (“CPA”) as amended and the CPA regulations and POPIA, including the provisions relating to the direct marketing registry.
- 3.5 You can ask Cell C to stop marketing to you (opt-out) at any time. You may register a block on marketing by contacting Cell C customer care on 084 135.
- 3.6 You are entitled to withdraw your consent for using your personal information under clauses 11(d) and 11(e) above on written notice or notice in any other recorded form to Cell C. In the event you decide to withdraw your consent the Group will not be able to use your information for the purposes listed under

clauses 11(d) to the extent that you withdraw your consent from the date your withdrawal notice is received.

4. GENERAL

- 4.1 Notwithstanding anything to the contrary contained herein, Cell C reserves the right to alter, suspend or terminate the Promotion immediately and without notice for any reason whatsoever.
- 4.2 Should these terms and conditions be varied and or cancelled for any reason whatsoever, or should the Subscriber be disqualified from participating in the Promotion, in accordance with these terms and conditions, the Subscriber shall not be entitled to any benefit or right contemplated hereunder and shall have no recourse or claim whatsoever against Cell C for such cancellation, disqualification or adjustments in relation to the Service.
- 4.3 Cell C may amend, modify and/or otherwise change these terms and conditions in its sole and absolute discretion from time to time and the amended version will be posted at <https://www.cellc.co.za/terms-and-conditions> or may be displayed in any other media as may be communicated to the Subscriber.
- 4.4 Cell C and/or any of its agents, directors, affiliates, members, employees, subcontractors or service providers shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from customers' use of the Service. Cell C shall not be held liable in the event that, for any reason whatsoever, the Service is not available or you experience any technical issues arising from your use of the Service.
- 4.5 The Subscriber agrees and understands that by continuing to participate in and/or purchase the Service, the Subscriber will be bound by these terms and conditions as amended from time to time. It is the Subscriber's responsibility to review these terms and conditions regularly. Any changes to the terms and conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.