

## **CELL C TRIVIA JACKPOT – TERMS AND CONDITIONS**

**SECTION 49 CONSUMER PROTECTION ACT NO 68 of 2008 (“THE CPA”) NOTICE: THE FOLLOWING CONDITIONS ARE IMPORTANT TO NOTE: 1.1, 2, 3, 5 AND 11.**

**PLEASE PAY SPECIAL ATTENTION TO THE CONDITIONS NOTED BELOW AS PARTICIPATION IN THIS COMPETITION WILL CONSTITUTE AS AN AGREEMENT AND YOU ARE REQUIRED TO COMPLY WITH THESE TERMS AND CONDITIONS.**

**CELL C RESERVES THE RIGHT, AT ITS DISCRETION, TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AND CONDITIONS AT ANY TIME BY POSTING THE AMENDED CONDITIONS. PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES. YOUR CONTINUED PARTICIPATION IN THE COMPETITION AFTER THE POSTING OF CHANGES CONSTITUTES YOUR BINDING ACCEPTANCE OF SUCH CHANGES.**

**YOUR ACCESS TO AND PARTICIPATION IN THIS COMPETITION SHALL MEAN THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

### **Condition 1**

1.1 The Directors, Permanent or Temporary Employees of Cell C and their immediate/direct family members/dependents as well as Agencies of Cell C shall not be eligible to participate in this Competition.

1.2 Immediate family shall mean the Cell C Employee’s spouse, parents, grandparents, children, grandchildren, adopted children and step members.

### **Condition 2**

This Competition is open to all active Cell C customers ( prepaid, postpaid and hybrid).

### **Condition 3**

3.1 In order to participate in this Competition, the Cell C customer should:

- a. Select the activation option for the Competition on the \*146\*6# USSD menu;
- b. Dial the \*145# USSD string and follow the prompts; and
- c. Complete the activation instructions on the <http://cellc.mobi> portal.

3.2 All calls to the USSD code \*145# are free of charge.

3.3 Subscription to the VIP level of the trivia game is charged at R3.00 per day.

3.4 Subscription to one of the promoted content services costs between R3.00 and R5.00 per day, depending on the service(s) the customer chooses to subscribe to.

3.5 By subscribing to any of the services you expressly agree that Cell C is authorized to charge you the subscription fee applicable to that service.

3.6 Such subscription fees are subject to a reasonable price increase from time to time which shall be applicable to new Subscribers from the date the price increase is

implemented, however existing Subscribers will continue to be charged the same subscription fee as at the date of subscription.

3.5 Cell C or it's authorized agents will contact the winners once the draw is made.

3.6 The winner should be the owner of the Mobile Subscriber Integrated Services Digital Network-Number (MSISDN) (cellphone number) used to participate in the Competition. All winners will be contacted via a phone call to the mobile number (MSISDN) used to participate in the Competition.

3.7 Any dispute of ownership of the MSISDN will result in that MSISDN being disqualified from this Competition without recourse.

3.8 Customers can select "My Profile" on the \*145# USSD menu to check the amount of entries they have for the specific draws that they qualify for.

#### **Condition 4**

4.1 This Competition will run from 7 August 2020 until 15 November 2020, both days included.

4.2 The Competition will run weekly (Friday to Thursday) and will run daily from 00:01 to 23:59.

4.5 Customers will be awarded points for taking any one of the following actions while participating in the Competition. Each point is equal to one entry into the applicable draw.

4.6 Customers who subscribe to the VIP service earn double the number of points for each question answered and when a successful charge takes place for either the VIP service or for one of the promoted content services.

Action	Points Awarded
Register as a participant in the free trivia game	500
Subscribe to the VIP level	1000
Subscribe to one of the promoted content services	1000
Answer a trivia question correctly	100 (VIP - 200)
Answer a trivia question incorrectly	10 (VIP - 20)
Successful daily charge for one of the promoted content services or for the VIP service	500 (VIP - 1000)

#### **Condition 5**

5.1 Customers stand a chance to win one of the following prizes:

- a. All participants (including free, VIP level and content subscribers) stand a chance to win one of 200 000 daily bundle prizes to the value of R5.00. (2000

prizes per day over 100 days for a total of 200 000 prizes). Winners will be selected randomly from the pool of qualified entries.

b. Participants who successfully subscribe to one or more of the promoted content services stand a chance to win one of 14 weekly cash prizes to the value of R20 000.00. (1 prize per week over 14 weeks for a total of 14 prizes). Winners will be selected randomly from the pool of qualified entries.

c. Participants who successfully subscribe to the VIP trivia service during the campaign stand a chance to win the cash grand prize to the value of R250 000. The winner will be selected randomly from the pool of qualified entries.

5.2 Draws for the daily prizes will be conducted daily throughout the campaign in real time. Bundles will be electronically credited to the phone number selected as a winner.

5.3 Draws for the weekly prizes will be conducted each Tuesday throughout the campaign for the previous week.

5.4 Customers can only win one prize from categories b and c outlined above. So, for example, if a Customer wins a weekly cash prize, they will be disqualified from the draw for subsequent weeks but will remain eligible for the grand prize draw. There is no limitation on the number of daily bundle prizes a participant may win.

5.5 Participants must submit a minimum of one valid answer to a trivia question, to be entered into the daily bundle draw.

5.6 VIP participants must have had an active subscription at the time of the draw in order to qualify for entry into the draw.

5.7 Content service subscribers must have at least one active subscription at the time of each draw in order to qualify for entry into the draw.

5.8 Customers will have the opportunity to re-claim their previously earned points in the event that they accumulate points, opt-out of participation and subsequently opt back in to participation.

## **Condition 6**

6.1. Bundle prizes will be credited to the account associated with the MSISDN selected as the winner for that draw.

6.2. The prize money will be paid into a South African bank account. If you are a winner and you do not have a South African bank account, you must provide Cell C with a letter signed by you and the account holder where both parties consent to using the account holder's bank account to receive the prize money. The letter must stipulate that you, as the winner, nominate a person with a South African bank account to receive the prize money on your behalf. Cell C will not be held liable should any dispute arise between the winner and the recipient account holder.

6.3. Prizes are not transferable for cash.

6.4. Cash prizes will be paid into the winner's bank account within 60 (sixty days) days of the required documentation being received. Should Cell C not receive the required documentation timeously, the winner will forfeit the prize and such winner will have no right to claim against Cell C for any reason whatsoever.

### **Condition 7**

7.1. The draw for daily bundle winners will occur daily for the duration of the Competition. Bundle winners will be notified by SMS only.

7.2. The draw for weekly cash prize winners will occur every Tuesday from 18 August 2020 until the end of the campaign period.

7.3. Airtime winners will not be subject to the content of condition 9.

7.4. The draw for the grand prize will take place within 30 days following the end of the Competition on 15 November 2020.

7.5. If a winner cannot be contacted within 2 (two) days from the date of the first call, or a notified winner refuses the prize or does not provide the necessary documentation within 15 (fifteen) days of notification, then Cell C will contact the runner-up winner. The prize is then forfeited by the initial winner. The same rule shall apply to the runner-up from date of notification, if required documents are not provided within 15 (fifteen) days. Neither the winner nor any runner-ups will have any claims against Cell C in this regard.

7.6. If a winner uses abusive language to a Cell C agent or staff member, the Cell C agent or staff member reserves the right to terminate the telephone call, and in this case the prize will be given to the runner-up winner.

### **Condition 8**

All participants agree and authorize Cell C – for the purposes of this Competition – to identify, announce as the winner, have their names, images or photographs taken and published in the media which may include print, television, press and internet (at no additional cost to Cell C). Failing to agree will result in such a participant forfeiting the prize to the next alternative winner.

### **Condition 9**

9.1 Should the winner be a minor under the custody and control of his or her parent(s) or guardian, the minor shall provide full particulars and proof of identification of said parent(s) or guardian to whom the prize will be delivered. Such particulars and proof shall state, inter alia, the nature of the relationship between the winner and the parent(s) or guardian concerned. Such prize shall be registered in the name of the parent or legal guardian.

9.2 This Condition 9 will not apply to the Bundle Winners, nor will it be applicable to emancipated minors.

### **Condition 10**

10.1. The prize and/or prize money is not transferable.

10.2. Once the winners have taken possession of their prizes, all risk and responsibility associated with the prizes passes to the winner and Cell C will in no way take responsibility or assume any liability for, or in connection with, the prizes or the use thereof.

10.3. Cell C reserves the right to review and change this competition's rules and format, or cancel it altogether.

10.4. Cell C reserves the right to disqualify any customer from participation in this competition in light of any malpractice or manipulation of results that Cell C believes has taken place.

### **Condition 11**

11.1 Winners will be required to produce proof of identity to Cell C's satisfaction. If winners cannot provide proof of identity, they will not be entitled to the prize and will have no claim against Cell C in this instance. Cash prize winners will also have to supply certified bank account details by fax or email to Cell C.

11. 2. Winners of any one of the cash prizes will be required to produce a stamped copy of their bank account statement, not older than three months, as proof of ownership of the nominated account into which the prize money will be deposited. Failure by the winner to produce a copy of their valid Identity Document and a stamped copy of the aforementioned bank account statement will result in such a participant forfeiting the prize to the next alternative winner.

### **Condition 12**

Winners may be required to sign acknowledgement of receipt of the prize.

### **Condition 13**

13.1 By participating in this Competition, the participants are bound and subject to all the Terms and Conditions herein.

13.2 Cell C shall be indemnified against any technical errors beyond its reasonable control.

### **Condition 14**

All Cell C's standard Terms and Conditions apply. Subscription to and use of the content services are subject to the Terms and Conditions applicable to that service.

Cell C's decision is final. Cell C confirms that it will ensure that an independent accountant, registered auditor, admitted attorney or commissioner of oaths oversees the Competition and this will be reported on Cell C's internal audit reporting procedures.

It is important that you understand that all participants and winners indemnify Cell C, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss and/or damages, either direct, indirect, consequential or otherwise, arising from its participation in this Competition. Prior to awarding the prize, Cell C may require you to sign such an indemnity.

It is important that you understand that all participants take full responsibility for all costs incurred by partaking in the Competition.