

## **Terms and Conditions of the Cell C / Edcon Back To School Post-Paid Competition**

### **1. General**

- 1.1 It is important that you understand and agree to these terms and conditions in order for you to participate in this Cell C Back To School Post-Paid Competition (the "Competition").
- 1.2 All standard terms and conditions of Cell C Limited and Cell C Service Provider Company (Pty) Limited apply to this Competition.
- 1.3 This Competition is organised by Edcon Limited, registration number 2007/003525/06 ("Edcon") and Cell C Limited, registration number 1999/007722/06 ("**Cell C**"). Prizes are sponsored by Cell C.
- 1.4 This Competition is open to any person over the age of 16 (sixteen) years, who is in possession of a valid ID book or passport and who successfully signs up for a new Cell C contract between 26 December 2017 and 31 January 2018. In addition, entrants under the age of 18 (eighteen) years must obtain parental/guardian consent to enter the Competition
- 1.5 Directors, members, partners, employees or agents of or consultants to Cell C and Edcon, or their sponsorship agency, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are not eligible to enter the Competition and cannot win prizes.
- 1.6 The Competition will run from 26 December 2017 until 31 January 2018 ("**the Competition period**").
- 1.7 You understand that all information (including these terms and conditions) relating to this Competition published on any promotional or advertising material or on our website at any time before or during the incentive period will form part of the terms and conditions of entry. Cell C also has the right to withdraw this Competition before the final draw.

### **2. Prizes**

- 2.1 The prizes that can be won in this Competition are as follows:

- 2.1.1 **30 (thirty) x R10, 000.00 (ten thousand Rand) cash cards.**
- 2.2 Each prize is valued at R10, 000.00 (ten thousand Rand) with the total value of the prizes amounting to R300, 000.00 (three hundred thousand Rand) inclusive of VAT.
- 2.3 You understand that no prize may be exchanged for cash. Cell C and/or Edcon reserve the right to substitute, change or exchange any prize with another prize of similar commercial value without notice, in their sole discretion. You will not have a claim against Cell C or Edcon in this event.
- 2.4 It is important that you understand that all participants (and winners) of the Competition indemnify Cell C and Edcon its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from its participation in this Competition.
- 2.5 The prizes as advertised in 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.
- 3. How to enter and awarding of prizes:**
- 3.1 To participate in this Competition, you must:
- 3.1.1 Be over the age of 16 (sixteen) years and be in possession of a valid South African ID book or passport;
- 3.1.2 Successfully sign up for any Cell C contract at a participating Edcon store between 26 December 2017 and 31 January 2018 ;
- 3.1.3 Have a valid Cell C contract that is not in arrears at the time of the draw.
- 3.2 Once you have met all the conditions set out in paragraph 3.1 above, you will automatically be entered into the Competition.

- 3.2.1 The prizes will be drawn weekly on the following dates 12 January, 19 January, 26 January, 2 February and the last draw will take place on 9 February 2018. The winners will automatically receive an sms notification of the prize that they have won. Cash card winners will be contacted telephonically in order to arrange for registered delivery of the cash cards to them.
- 3.2.2 Winners will receive a MasterCard Cash card via registered post. The Mastercard Cash card is to be used the same way as a debit card. Winners will be contacted telephonically within 5 (five) days of Cell C receiving receipt of parcel delivery. The cash card will only be activated once Cell C has made contact with the winner and confirmed that the winner is in possession of the cash card. Once this confirmation has been made, the card will be activated and the winner may utilise the cash card like he would any other debit card. The card can be used at any outlet that accepts debit cards as a form of payment, as well as for online payments. The Mastercard cash cards are valid until 30 June 2021, thereafter all monies on the cash card will expire.
- 3.3 All winners are responsible for the safekeeping of their cash card. Should the cash card be lost, misplaced or stolen, or the value on the cash card be used by an unauthorised person, neither Cell C nor Edcon shall be held liable. Cell C shall not be held liable in the event of any fraudulent transactions relating to the cash card.
- 3.4 In the event of the cash card being lost, misplaced or stolen, the customer shall be responsible for reporting the card to TUTUKA. Any queries in respect of usage for the cash card can be directed to 0861 114 093.
- 3.5 **Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.**
- 3.6 Cell C and/or Edcon have the right at any time before the final draw to change the dates or places of the draws (or both). You will not have a claim against Cell C or Edcon for this event.
- 3.7 Any prize that is not claimed for whatever reason will be forfeited.

**4. If you are a winner:**

- 4.1 You will receive an SMS advising you of the prize that you have won. Cash card winners will be contacted telephonically within 7 (seven) days of the draw. You agree that should Cell C be unable to contact you in this time frame, you will forfeit the prize, and shall have no claim against Cell C in this event.
- 4.2 If you cannot meet all the Competition conditions to Cell C's satisfaction, you agree that will not be entitled to the prize and the prize will once again be placed into a separate draw. You will have no claim against Cell C or Edcon f this happens.
- 4.3 Should a winner not be available on the contact number provided, or cannot be contacted within 2 (two) days of the first attempt by Cell C, or should a winner reject, forfeit 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 and/or Edcon hereafter reserve the right to award the prize to an alternate winner selected in a subsequent draw.
- 4.4 By accepting the prize you agree that you will be responsible for the all costs, including any taxes, including donations tax, payable to the South African Revenue Services, as a result of you accepting the prize.
- 4.5 All risks and ownership of the prizes shall pass to winners upon transfer or collection, as well as Cell C's and Edcon obligations in regard to this Competition
- 4.6 The judges' decision is final. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths conducts the Competition and this will be reported on Cell C's internal audit reporting procedures.
- 4.7 Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
- 4.8 If you are winner, Cell C may ask you if we can publish your name and photograph at no cost to you, for any advertising, promotional, print, point of sale or public relations material for a period of 12 (twelve) months from the end of the competition period. You are entitled to say no to this request.

- 4.9 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.
- 4.10 It is important that you understand that all participants and winners indemnify Cell C and Edcon its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss 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.
- 4.11 Cell C and/or Edcon 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 Competition, you agree and understand that you will be bound by the amended terms and conditions.