

CELL C PINNACLE PACKAGES TERMS AND CONDITIONS

1. The Pinnacle packages are available on both Postpaid and TopUp for new and existing customers.
2. All standard terms and conditions of Cell C Limited and Cell C Service Provider Company (Pty) Ltd apply.
3. Customers who take out a SIM card only PINNACLE package deal have a choice of Month to Month, 6, 12, 18 and 24 month contract length.
4. PINNACLE Packages comprising of both a handset and SIM card are available on 24 (twenty four) month contracts only.
5. Customers are allowed to create their own deals by selecting their preferred PINNACLE package, handset and contract term. Please note that if you choose a PINNACLE package which includes a handset, you must take a 24 (twenty four) month contract and you will not be allowed to choose your contract term.
6. All prices and usage rates advertised include VAT, unless otherwise stated.
7. A once- off SIM and Connection Fee of R195 will be charged for new activations
8. The PINNACLE packages will be available through all Cell C sales channels. Visit www.cellc.co.za to locate your nearest Cell C store.
9. The following PINNACLE packages are available on Postpaid and TopUp for new and existing customers. The PINNACLE 30 and PINNACLE 50 will only be available for existing Cell C upgrade customers
10. The cost of the customised PINNACLE package will depend on the handset chosen by the customer
11. New and existing customers signing up for the PINNACLE packages qualify for the PINNACLE Postpaid and Top Up packages, subject to the relevant credit vetting rules.
12. The Pinnacle packages, Postpaid and TopUp, are available to all new and existing customers
13. The first month's inclusive benefits (minutes/SMS/data) and subscription will be pro-rated depending on the date of activation of the package; thereafter the benefits will be credited monthly on the 1st of every calendar month.
14. The inclusive MINUTES can be used for calls to any local network in South Africa but cannot be used for International Calling and Roaming and premium rated or special number calls.
15. There is no carryover of any unused voice minutes, SMS, data from month to month. Any unused value will be forfeited.
16. The billing increment will be per second billing from the 1st second for a voice call and 25KB for data increments
17. Data bundles purchased will be charged at the applicable data bundle rates and added to the customer's monthly invoice as an additional charge or debited against airtime for TopUp
18. The existing International Calling and Roaming rates will apply. International Calling and Roaming will be charged as out of bundle usage and added to the customer's monthly invoice.
19. International SMS/MMS, Premium Rated SMS/MMS or any other Value Added Services subscription services or bundle purchases will be charged as out of bundle usage and added to the customer's monthly invoice.
20. Community Service Telephones, Low Cost Routing and WASPs/Premium Rated Services will be billed at applicable out of bundle rates.
21. Cell C will not be liable for charges incurred where the subscriber dials non-qualifying numbers.

22. Data consumption while roaming internationally will not deplete from the inclusive airtime value or any bundles purchased. Data roaming rates will apply and will be charged as out of bundle usage.
23. All out of bundle usage for Postpaid customers will be added to the customer's monthly invoice.
24. TopUp customers on the PINNACLE packages will only have access to all services billed out of bundle if they have sufficient airtime in their airtime wallet.
 - a. Value Added Services activated at point of sale can be added to the customer's monthly invoice as per customer's request.
25. Parallel, upward and downward migrations to and from the PINNACLE packages is allowed.
 - a. Migration fees may apply
 - b. Monthly device subscription will be carried over
26. Where the customer has fully depleted the inclusive value before end of the month, the following out of bundle rates will apply:

Table 1. Tariff plan rates for Pinnacle 2016 plans

Out of Bundle Rate	Pinnacle 30/Pinnacle 50/Pinnacle 100/ Pinnacle 150/Pinnacle 250/Pinnacle 400	Pinnacle 600/Pinnacle 1000 /Pinnacle Unlimited
Voice	R 1.70	R 1.60
SMS	R 0.55	R 0.16
Data (per MB)	R 0.99	R 0.16

VALUE CARD TERMS AND CONDITIONS

27. The Value Card rules apply to customers who received the CASH Back Gift Card during the promotional period i.e. 1st October 2016 to 13 February 2017
28. The Cash Back value, determined at Cell C's sole discretion, will be presented to the customer in the form of a Value Card.

29. The customer is responsible for the safekeeping of the Value Card. Should the Value Card be lost, misplaced or stolen, or the value on the Value Card be used by an unauthorised person, Cell C shall not be held liable.
30. Customer support will be provided by a third-party service provider named Tutuka Software (Pty) Ltd ("Tutuka"), on behalf of Cell C. Tutuka can be contacted on 0861101210.
31. In the event of the card being lost, misplaced or stolen, the customer shall be responsible for reporting the card to Tutuka via the following channels
32. Call Centre - 0861101210
33. SMS Card number to 34246
34. Visiting the website on www.whatsonmycard.com
35. The customer may use the Value Card anywhere in South Africa where MasterCard is accepted. The customer cannot draw cash with the Value Card, nor may the Value Card be exchanged for cash. The Value Card will not work at any ATM.
36. The Value Card cannot be used for online transactions.
37. The Value Card will have an expiry date, which will be printed on the front of the card.
38. The value loaded is valid for 3 years from the date loaded
39. The Value Card will not have a pin.
40. The customer will not receive any correspondence or statements in respect of the Value Card.
41. Customers can check their balance and transaction history online at www.whatsonmycard.com
42. More detailed terms and conditions in respect of the Value Card can be found at <https://www.cellc.co.za/dl/cms/downloads/Gift-Card-Terms-and-Conditions.pdf>

Cancellation and Claw Back

43. Cancellation of your contract on one of the PINNACLE packages that you received through the PINNACLE Cash Back offer will not only include standard Cell C cancellation fees and penalties, but claw-back charges will also apply. Claw-back charges will include the depreciated value on the Value Card presented to the customer in terms of the Cash Back offer, all remaining device costs and any migration fees. Visit the nearest Cell C store for more information on contract cancellation.
44. Clawback on devices and Cash Back will apply for 24 months.

GENERAL

48. If a customer does not comply with these terms and conditions and/or the processes applicable, Cell C reserves the right to refuse the customer from taking up the PINNACLE offer
49. Cell C reserves the right to suspend the PINNACLE packages in its sole discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C shall be entitled to terminate
50. Cell C has the right to withdraw, or shorten the duration of PINNACLE packages in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against Cell C in this event.
51. 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. Cell C will notify you before Cell C amends or otherwise changes the terms

and conditions. By continuing to make use of the PINNACLE packages, you hereby agree and understand that you will be bound by the amended terms and conditions.

52. Cell C may, at any time, withdraw the Pinnacle Packages with notice to you.
53. Cell C may, at any time, amend the construct of the Pinnacle Packages (monthly subscription, inclusive benefits and/or out of bundle rates) with notice to you.
54. Cell C and any of its agents, directors, affiliates, members or employees shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from customers' use of any of the PINNACLE packages.