

TERMS AND CONDITIONS: CELL C SPIN & WIN 2023 CAMPAIGN

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:

- (a) contain a limitation of risk or liability of Cell C Limited and/or its group of companies;
- (b) constitute an assumption of risk or liability by you;
- (c) constitute an indemnification of Cell C Limited and/or its group of companies, or
- (d) is an acknowledgement of fact by you.

(e) INTRODUCTION

- a. The Cell C Spin & Win 2023 campaign enables customers to win exciting prizes when Spinning earned Spins (the "Campaign").
- b. Customers can use their spins to play the Spin and Win game and stand a chance to win exciting prizes, as more fully set out below.
- c. The Campaign is organised by and prizes are sponsored by Cell C Limited, with registration number 1999/007722/06 ("Cell C").
- d. **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 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 CAMPAIGN. YOUR CONTINUED PARTICIPATION IN THE CAMPAIGN WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE APPLICABLE TERMS AND CONDITIONS.**
- e. All standard terms and conditions of Cell C and Cell C Service Provider Company Proprietary Limited apply to this Campaign which can be found at: <https://www.cellc.co.za/cellc/terms-conditions>.
- f. By electing to participate in the Campaign the Customer consents that its personal information may be used to manage the Campaign, to select a winner, to contact the winner(s), for market research and statistical purposes and for marketing and PR purposes.

(f) DURATION

- a. The Campaign will run from 1 May 2023 at 09h00 to 30 November 2023 at 23:59 (the "**Campaign Period**"). No Spins will be allowed after 30 November 2023 at 23:59.
- b. Entries received after the closing date of the Campaign Period will not be considered.
- c. Cell C may in its sole discretion elect to discontinue the Campaign at any time during the Campaign Period.

(g) CAMPAIGN RULES

- a. No prize may be exchanged for cash.
- b. **Cell C reserves the right to substitute, change or exchange any prize with another prize of similar commercial value without notice, at their sole discretion. You will not have a claim against Cell C should this happen.**
- c. Cell C cannot be held responsible for any warranties, guarantees and/or expenses to maintain any prizes outside of the prize provider's warranties and/or guarantees.
- d. The prizes as advertised on 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.

4. ELIGIBILITY (Who can enter?)

- a. This Campaign is open to all Cell C retail customers including Prepaid, Post-paid, TopUp/Hybrid and Broadband (Home Connecta Flexi & Fiber) who are:
 - i. natural persons;
 - ii. not excluded from the Campaign as per clause 4(b) below;
 - iii. over the age of eighteen (18) years. Any persons under the age of eighteen (18) years must have their parent/guardian's permission before entering the Campaign);
 - iv. in possession of a valid South African ID book or passport; and
 - v. based in South Africa during the Campaign Period(the "**Participant/you/your**").
- b. Excluded from the Campaign are:
 - i. Migrations between post-paid packages that do not include an upgrade/renewal;
 - ii. Entry of multiple SIM contracts. Only the Master SIM is eligible;
 - iii. Corporate, Government, Business or Cell C Staff contracts taken out on behalf of a person and listed and paid in the name of a company or department of the contracting entity;
 - iv. Cell C Business SME and Corporate customers;
- c. Participants younger than 18 (eighteen) years must have the consent of their parents or legal guardian. The Campaign prizes will only be released to the winners' parent or guardian.
- d. Directors, members, partners, employees or agents of, or consultants to, Cell C, or spouses, life partners, parents, children, brothers, sisters, business partners or associates of such persons are NOT eligible to enter the Campaign.

5. HOW TO QUALIFY

- a. Cell C Prepaid and Hybrid customers will receive 1 (one) free daily spin to participate in the Campaign. Customers that recharge with a minimum of R5 will receive 1 (one) daily bonus spin. In addition, more spins can be allocated to Customers when they subscribe to qualifying digital services during the Campaign Period, namely:
 - I. Subscribe to qualifying content (digital) services on the Spin & Win platform (USSD *127# / www.cellcwin.co.za);
 - II. Recharge with Cell C Airtime and/or Bundles (on an existing or new line);
 - III. Buy a qualifying Cell C bundle (through airtime payment or add to bill);
- b. Cell C Postpaid, Fiber, and Broadband Customers will not receive 1 (One) free daily spins in the Campaign, however, spins can be allocated to these customers in accordance with clause 6.b below.

6. QUALIFYING BUNDLES FOR THE 1 (ONE) DAILY BONUS SPIN

- a. The bundles listed below will qualify for the daily bonus spin for the Campaign:
 - i. Data bundles
 - ii. All-in-One bundles
 - iii. Socializa bundles
 - iv. All-4-ME bundles/All-My-Specials bundles
 - v. Voice bundles
 - vi. SMS bundles
- b. Bundles can be bought from any of the channels below:
 - i. Cell C App
 - ii. Cell C USSD
 - iii. Cell C Portal
 - iv. Cell C Stores
 - v. Cell C Customer Care
 - vi. Retail airtime distribution partners
 - vii. Banking channel partners
 - viii. WhatsApp

7. QUALIFYING AIRTIME RECHARGES

- A. Airtime rand value recharges made through any channel will qualify the customers to earn Spins for the Campaign.
- B. Voucher or pinless recharge (Prepaid & Hybrid) will qualify the customer to earn spins for the Campaign.

8. SPIN ALLOCATION

Cell C prepaid and hybrid customers will be allocated 1 (One) free spin daily during the Campaign Period. A recharge with a minimum of R5 will allocate the 1 (One) additional daily bonus spin

- A. Cell C Postpaid, Fibre, and Broadband customers who sign up for a new contract or renew their contract during the Campaign Period will earn a once-off entry into the draw post the renewal or new line activation coming into effect.

- B. Customers who subscribe to qualifying content services will become eligible to earn the 2 (two) free spins, on condition the subscription fees have been paid in accordance with the payment terms and failing which the Customer will not receive the spins as allocated.
- C. The more qualifying actions completed by the Customer, the more spins they will earn in the Campaign.

9. SPIN AND WIN

- a. Spins earned can be used to Spin the Wheel and win on Cell C USSD, App and mobi.
- b. Customers can also spin and play the game using USSD *127# or at <http://cellcwin.co.za>
- c. Spins are only valid until 23:59:59 on the day they have been allocated to the customer.
- d. Any spins not used prior to 23:59:59 will be forfeited.
- e. Only the Customer (i.e. cellphone number) that made the qualifying purchase can play in the Spin & Win game. The entries are not transferable to any other Customer.
- f. Customers can play the Spin & Win game as many times as they earn spins over the Campaign Period.
- g. To stand a chance of winning a prize, a Customer must first earn Spins (through the actions described in these Terms and Conditions) AND the Customer must play the Spin & Win game.
- h. When playing the Spin & Win game, the following are the possible outcomes:
 - i. Win a free bundle (as contemplated in clause 11 below);
 - ii. Win a discounted bundle (as contemplated in clause 12 below);
 - iii. Not a winner.

10. ALLOCATION OF PRIZES

- a. Not all spins will result in a Customer winning a prize.
- b. The prize allocation is random.
- c. Cell C reserves the right to select an alternative winner in the event that it reasonably believes, in its sole discretion, that the winner:
 - i. is not eligible to win in terms of these Terms and Conditions;
 - ii. has contravened any of these Terms and Conditions;
 - iii. acted fraudulently with regards to the Campaign;
 - iv. acted in a manner that is not in the spirit of the Campaign;
 - v. acted in a manner which can be reasonably interpreted as scamming or circumventing the rules of the Campaign; and/or
 - vi. failed to provide Cell C or its authorized agent with the required information to hand over the prize within the specified timeframes.

11. FREE BUNDLES

- a. When a Customer wins a free bundle it will be automatically loaded onto the customer's account (i.e. the number of the SIM used to play Spin & Win game).
- b. These bundles cannot be converted to cash or cancelled.
- c. The inclusive value cannot be transferred to other Cell C Customers.
- d. The validity period of the inclusive value cannot be extended – any unused value at the time of expiry will be forfeited.

12. DISCOUNTED BUNDLES

- a. Discounted bundle offers are valid for the Customer to buy for a period of 24 (twenty-four) hours from when the discounted bundles are awarded.
- b. The discounted bundle offer is only applicable to the SIM that was used to play the Spin & Win game and cannot be transferred to other Cell C Customers.
- c. The inclusive value offered on the discounted bundle will be loaded automatically and in full on successful purchases (i.e. once payment is made).
- d. The validity of the discounted bundles varies from short term validity (i.e. valid for minutes) to monthly validity.
- e. Once purchased, the discounted bundles cannot be converted to cash or cancelled.
- f. There are no refunds on discounted bundles purchased.
- g. The inclusive value cannot be transferred to other Cell C Customers.
- h. The validity period of the inclusive value cannot be extended – any unused value at the time of expiry will be forfeited.
- i. Customers can see the discounted bundle offers they have won in their Prize Wallet.
- j. Discount bundle offers which have expired (i.e. older than 24 (twenty-four) hours) cannot be purchased as they are no longer valid.
- k. All discount bundle offers will be removed from the Prize Wallet 24 (twenty-four) hours after the prize is won. The Customer will only be able to claim their prize during this 24 (twenty-four) hour period.

13. DETERMINATION OF WINNERS

- a. The winners are determined through a random electronic draw process.
- a. Cell C confirms that it will ensure that a chartered accountant, registered auditor, admitted attorney or commissioner of oaths has approved the draw process and mechanics.
- b. Internal Audit will observe and report on the draws, making use of the agreed upon audit approach and procedures.
- c. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
- d. If you are a winner, Cell C will 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 voluntarily consent and agree to this.
- e. 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.
- f. Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
- g. All Customers and winners indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors 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.**
- h. Cell C reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner:
 - i. is not eligible to win;
 - j. has contravened any of these terms and conditions;
 - k. acted fraudulently with regards to the Competition;
 - l. acted in a manner that is not in the spirit of the Competition;
- m. conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition;
- n. acted fraudulently with regards to the Competition if it would be unlawful to award the prize or if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever, if after first being contacted by Cell C or its authorized agent, is not reachable; or
- o. fails to provide Cell C or its authorized agent with the required information to hand over the prize within the specified timeframes.
- p. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
- q. Prize winners will be required to provide Cell C with their names and identity numbers in terms of the Consumer Protection Act and they will be required to sign an acknowledgement of receipt of their prize.
- r. 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. By participating or continuing to participate in the Competition, you agree and understand that you will be bound by the amended terms and conditions.

14. GENERAL

- a. Failure by Cell C to enforce any of its rights at any stage does not constitute a waiver of those rights.
- b. 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:
 - disqualify any Customer; or
 - modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
- c. 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 on Cell C's website at <https://www.cellc.co.za/cellc/terms-conditions>.
- d. No liability shall lie against Cell C in favour of any Customer, winner(s) and/or third party arising from such cancellation, suspension or termination. Therefore the 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.**
- e. 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.
- f. 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.
- g. 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.**
- h. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - 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
 - It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- i. To the extent permitted by 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.**
- j. 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).**
- k. 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 whatsoever nature in respect any prize.
- l. In accordance with the confidentiality policies and practices of Cell C, none of the entry details of any Customer in this Competition will be disclosed or used by Cell C for any purposes other than for processing the prizes.

- m. Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
- n. Customers acknowledge and accept that the Cell C shall utilise a third party agent to contact the Customer to arrange delivery. In order to effect the contacting and delivery process, Cell C shall provide the Customer's information to such third party agent.
- o. Details of Customers will not be used for Cell C related communication unless the Customer opts-in to receive further communication from Cell C.
- p. 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 of the revised Terms and Conditions on its website www.CellC.co.za/TermsandConditions. The onus rests on the Participant to constantly check the website for updates to the Terms and Conditions.
- q. Cell C reserves the right, at any time, to verify the validity of Customers (including a Customer's identity, age and place of residence) and to reject any Customer who has not agreed to these Terms and Conditions.