

## TERMS AND CONDITIONS: SOCIAL MEDIA CELL C SUMMER HTC E LITE GIVEAWAY

1. This Social Media Cell C Summer HTC Lite Giveaway (the "**Competition**") is organised by Cell C Limited, with registration number 1999/007722/06 ("**Cell C**").
2. The prizes for the Competition will be sponsored by Cell C. Twitter, Facebook and Instagram (the "**Social media platforms/accounts**") do not sponsor, endorse, or administer the Competition. These Social media platforms/accounts are not associated with the Competition.
3. By entering into the Competition, you acknowledge that Twitter, Facebook and Instagram will have no liability in respect of and/or in relation to any claims or losses as a result of the Competition.
4. The Competition will run for 7 (seven) days (including any days which are public holidays, Saturdays and/or Sundays) days from **7 December 2020** at 08:00 to **13 December** at 17:00 (the "**Competition Period**"). Any entries received after the closing date and time will not be considered.
5. It is important that you understand and agree to these terms and conditions, as well as our standard terms and conditions (available at <https://www.cellc.co.za/cellc/terms-conditions>) in order for you to participate in this Competition.
6. **IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF TERMS AND CONDITIONS, PLEASE GET IN TOUCH WITH US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE PARTICIPATING IN THIS COMPETITION. YOUR CONTINUED PARTICIPATION IN THE COMPETITION WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.**

### WHO CAN ENTER?

7. This Competition is open to all persons who are over the age of 18 years and in possession of a valid South African ID book or passport (the "**Participants/you/your**"). No entry into the Competition will be considered if the participant does not meet this requirement.
8. Only Cell C subscribers will qualify to win the prizes under the Competition.
9. 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/participate in the Competition and cannot win prizes. The foregoing shall also apply in respect of suppliers of goods or services in connection with the Competition.
10. The Competition is not open for entry by or on behalf of a legal entity and Participants cannot use the account of a legal entity to participate in the Competition. Entries must be submitted by the Participant themselves and not by a third party on the Participant's behalf.
11. All information (including these terms and conditions) relating to this Competition published on any promotional or advertising material at any time before or during the Competition Period will form part of the terms and conditions of entry. Cell C also has the right to end the Competition at any time during the Competition Period.
12. By participating in this Competition, all Participants agree to be bound by these terms and conditions, which will be interpreted by Cell C and Cell C's decision regarding any issue with the Competition, will be final and binding. Should any of the terms and conditions be unclear to you, you are welcome to contact the Cell C Social Media team via direct message.

### PRIZE

13. During the Competition, Cell C will be giving away 3 (three) HTC E Lite smartphones (one per Social Media

Platform) valued at R1,699.00 to a Cell C subscriber who correctly engages and participates in the Competition.

14. The prize may not be exchanged for cash. Cell C reserves the right to substitute, change or exchange any prize with another prize of similar commercial value without notice, in its sole discretion. You will not have a claim against Cell C in this event.
15. Delivery of the prize to the winner(s) will be done via courier. The winner will be required to provide a valid delivery address for delivery. In this regard, the prize is not transferable to another individual.

## HOW TO ENTER

- During the Competition Period, Cell C, Twitter, Facebook and Instagram followers will be prompted to take a screenshot of the available spins they have on the Cell C Spin & Win Game (whether that be on the Mobi Site or on USSD), post the screenshot and tag the appropriate Cell C social media account (this will depend on whether the user is posting on Twitter, Facebook, or Instagram).
  - Please note that there is only one entry per participant, per platform that will be accepted into the draw.
  - Participation in the Competition must take place during the Competition Period.
16. Cell C has the right to remove your participation request from the Competition should any form of foul play or fraud be suspected, including, amongst other things, creating multiple accounts for purposes of participating in the Competition. Participants must adhere to the rules and terms of use of [Twitter](#), [Facebook](#), or [Instagram](#). Cell C reserves the right to remove or block any inappropriate or offensive entries.
  17. Participants are required to have their own personal Twitter, Facebook, or Instagram account that is public. Further, the account through which the Participant participates in the Competition must be owned by and belong solely to the Participant.
  18. Incomplete or incorrect entries will not be eligible to be considered for the Competition.
  19. Participants are responsible for their own costs of connecting to the Twitter, Facebook, or Instagram platforms and the internet. No responsibility is accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons or failure on the part of your service provider. Proof of sending is not proof of receipt.
  20. **BY PARTICIPATING IN THE COMPETITION, YOU VOLUNTARILY AGREE AND CONSENT TO CELL C PUBLISHING YOUR NAME, VIDEOS, PHOTOGRAPHS IN RELATION TO THE COMPETITION AT NO COST TO US, FOR ANY ADVERTISING, PROMOTIONAL, PRINT, POINT OF SALE OR PUBLIC RELATIONS MATERIAL FOR A PERIOD OF 12 (TWELVE) MONTHS FROM THE START OF THE COMPETITION PERIOD.**

## DETERMINATION OF PRIZE WINNERS

21. During the Competition Period, the Cell C Digital Communications social media team will select a winner through a random draw from the pool of correct entries captured on each platform.
22. You will be contacted by Cell C or Cell C's authorised agent on **15 December 2020**. Cell C may contact you via direct message on the relevant platform. **YOU AGREE THAT SHOULD CELL C BE UNABLE TO CONTACT YOU ON THIS DAY, YOU WILL FORFEIT THE PRIZE, AND SHALL HAVE NO CLAIM AGAINST CELL C IN THIS EVENT. YOU ARE ADVISED TO MONITOR YOUR SOCIAL MEDIA ACCOUNTS REGULARLY FOR ANY NOTIFICATIONS.**
23. Should a winner not be available on the contact number provided or cannot be contacted on **13 December 2020** by Cell C, or should a winner reject, forfeit or decline acceptance of the Competition prize, that winner's right to the Competition prize will be deemed to have been waived and the prize will be forfeited. Cell C thereafter

reserves the right to award the Competition prize to an alternate winner selected in a subsequent draw of the same pool of Participants, which draw shall take place by **14 December 2020** and be subject to the same terms and conditions contained herein. The alternate winner shall be contacted on **15 December 2020** or such other date as may be announced by Cell C on its Cell C Social media accounts.

24. All risks and ownership of the Competition prize shall pass to the winner upon transfer or collection. Cell C's obligations with regards to this Competition will be fully discharged upon such transfer or collection.
25. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
26. Cell C cannot be held liable for the interception or loss of your personal information while transmitted, stored and/or processed across the internet, including social media sites and assumes no liability for any such interception or loss.
27. Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
28. All Participants and the winner hereby indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss, claims and/or damages, either direct, indirect, consequential or otherwise, arising from or related to its participation in this Competition.
29. Without derogating from the provisions of paragraphs 21 and 22, Cell C reserves the right to select an alternative winner in the event that it reasonably believes, in its sole discretion, that:
  - a. the winner is not eligible in accordance with these terms and conditions;
  - b. the winner has contravened any of these terms and conditions, or the Twitter, Facebook, and Instagram platforms' terms of use;
  - c. the winner acted fraudulently with regards to the Competition;
  - d. the winner has acted in a manner that is not in the spirit of the Competition;
  - e. the winner's conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition;
  - f. if it would be unlawful to award the prize;
  - g. if the winner fails to accept the prize after 2 (two) attempts for any reason whatsoever; or
  - h. the winner fails to provide Cell C or its authorised agent with the required information to hand over the prize.
30. In the above instance the winner will be disqualified and forfeit the prize. Cell C's decision shall be final and no correspondence will be entered into.
31. The Prize winner will be required to provide Cell C their name and identity number in terms of the Consumer Protection Act, 68 of 2008, and they will be required to sign an acknowledgement of receipt of their prize.
32. 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.

#### **RESTRICTIONS ON CONTENT OF COMMENT AND/OR IMAGE**

33. Cell C reserves the right to remove any comments, images and content uploaded should this be deemed

inappropriate by Cell C including if such comments, images and content are against the Twitter, Facebook, and Instagram platforms' terms of use, contravene the law and/or are offensive.

34. Participants must adhere to the rules and terms of use of the Twitter, Facebook, and Instagram platforms.
35. Any comments or other material uploaded by Participants do not necessarily reflect Cell C's views, opinions or ideals.
36. Participants participate at their own risk and take responsibility for all comments and images under their Twitter, Facebook, and Instagram accounts and information provided.
37. The comment, image or video cannot violate the copyright or other rights of any third party and you indemnify Cell C in respect of such misappropriation.
38. The comment, image or video cannot include inappropriate, offensive, illegal or obscene material or gestures (e.g. hate speech or pornographic images).
39. The comment, image or video cannot disparage, reflect poorly upon or otherwise adversely affect the goodwill and/or reputation of Cell C.
40. Any comment determined by Cell C in its sole discretion to be in violation of the preceding criteria will not be published or removed immediately, will be void and will not result in a valid Competition entry.