

## SOCIALIZA BUNDLES PROMOTION OFFER: TERMS AND CONDITIONS NOVEMBER 2020

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

**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 OFFER. YOUR CONTINUED PARTICIPATION IN THE OFFER WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND OTHER APPLICABLE TERMS AND CONDITIONS.**

1. Please note the following:
  - 1.1. It is important that you read these terms and conditions carefully and understand them as participation in this offering will constitute your agreement to be bound by and comply with these terms and conditions for the Socializa bundles.
  - 1.2. If you do not understand or agree to these terms and conditions, please do not continue participating in this offering.
  - 1.3. Collectively, Cell C Limited and Cell C Service Provider Company Proprietary Limited shall be referred to as "**Cell C**" in these terms and conditions.
  - 1.4. All standard terms and conditions of Cell C apply.  
These can be found at <http://www.cellc.co.za/terms-andconditions>.
  - 1.5. Important terms and conditions which may limit Cell C's responsibility or involve some risk for you may be in **bold**, including provisions which may limit Cell C's risk and/or liability, create risk or liability to you, compel you to indemnify Cell C and/or serve as an acknowledgement by you of a fact. You must pay special attention to and carefully note these terms and conditions.
  - 1.6. All prices and usage rates advertised in these terms and conditions include VAT (at the prevailing rate, being, as at the date of these terms and conditions, 15%), unless otherwise stated.
  - 1.7. Socializa bundles Promotion Offer will be available from 12 November 2020 to 31 January 2022.
  - 1.8. Socializa bundles Promotion Offer are available for personal use only and the on-sell of Socializa bundles is strictly prohibited. Cell C reserves the right to suspend the service if, at Cell C's sole discretion any abuse or misuse of the service is identified. This means that if Cell C suspects that Socializa bundles Promotion Offer are being on-sold by you, Cell C reserves its right to immediately suspend the service to you.
  - 1.9. **Where required Customers need to sign up and accept the terms and conditions for each platform, this will constitute an agreement between the customer and the platform provider.**
  - 1.10. Cell C is not liable for any issues experiences with regards to technical issues, faults and availability of the platforms for which Socializa bundles are available.
  - 1.11. Standard RICA processes and business rules apply. These processes and business rules can be found at <http://www.cellc.co.za/about/rica>. New customers will be required to RICA a Cell C starter pack before activation. To RICA the following documentation is required:
    - 1.11.1. A South African Identity Book or Card or Valid Passport; and
    - 1.11.2. Proof of address, as may be acceptable in accordance with the applicable laws.

## 2. **Applicability / Availability**

- 2.1. The Socializa bundles Promotion Offer offers data that can be used **exclusively** to access specific social media and / or streaming media platforms.
- 2.2. Socializa bundles Promotion Offer are unique to a specific social media and / or streaming media platform. The platforms are:
  - 2.2.1. Instagram. **Please note that using Instagram live will not deplete from the Instagram bundle, as further outlined in 5.5 below.**
  - 2.2.2. TikTok
  - 2.2.3. Twitter
  - 2.2.4. YouTube
- 2.3. Customers need to sign up with the various platforms in their own right and agree to the terms and conditions for each platform, which will constitute an agreement between the customer and the platform provider.
- 2.4. The Socializa bundles Promotion Offer will be available to all new and existing Cell C Prepaid, Hybrid and Postpaid customers.
- 2.5. The Socializa bundles Promotion Offer will be available for purchase exclusively through the \*147# USSD menu, Cell C App and Cell C Portal and Cell C WhatsApp Recharge Channel.

## 3. **Activation**

- 3.1. The inclusive data on a Socializa bundle will be available immediately after successful purchase.
- 3.2. Socializa bundles Promotion Offer are available as once-off and recurring bundles (on 30-day validity bundles only).
- 3.3. Customers can purchase multiple recurring bundles but not of the same value and for the same platform (i.e. customers cannot have two recurring instances of the exact same bundle).
- 3.4. Customers can purchase multiple bundles at the same time, there is no limit to the number of bundles that can be purchased.
- 3.5. Postpaid Recurring Socializa bundles Promotion Offer;
  - 3.5.1. Work on a calendar month basis (i.e. the allocation of data will be done on the 1<sup>st</sup> day of the calendar month and the data is valid until the last day of the calendar month). **This means that unused data will not be rolled over to the following month;**
  - 3.5.2. Will be charged for and allocated (i.e. inclusive value) on a pro-rata basis in the month of activation depending on the number of days remaining in the month. The full inclusive value will be provisioned in the next calendar month.
- 3.6. Prepaid and TopUp Recurring Socializa bundles Promotion Offer;
  - 3.6.1. Work on a 30-day cycle. The first allocation of inclusive data is done on successful purchase and the following allocation will be done 30 (thirty) days post the 1<sup>st</sup> allocation.
  - 3.6.2. Will not be pro-rated in the first month and the full inclusive value and fee will apply.

3.6.3. Will continue until the recurring order is cancelled by the customer or the payment fails. Where the payment fails the recurring order is stopped and the customer is sent a notification. The customer will need to opt-in for the recurring bundle again

3.7. Customers can cancel a recurring bundle by contacting Cell C Customer Care on 135 (free from their Cell C number).

#### **4. Payment Method**

4.1. Postpaid Customers;

4.1.1. Can add the cost of a Socializa bundle to their bill only if there is sufficient Spend / Credit limit available. Where the customer does not have sufficient available limit they can i) request an increase or ii) purchase the bundle and pay by card.

4.1.2. Whose lines are suspended will not be able to purchase a Socializa bundle until the account is brought up to date and / or the suspension lifted.

4.1.3. Who have reached their customer selected bill limit will not be able to purchase a Socializa bundle, through add to bill, until they adjust their bill limit to allow the purchase. This can be done using Cell C selfservice channels.

4.1.4. Who have reached their monthly usage limit threshold will not be able to purchase a Socializa bundle, through add to bill, until the limit threshold is increased. Customers can apply to Cell C to have their monthly usage limit increased.

4.2. Prepaid and Hybrid customers can only pay for Socializa bundles Promotion Offer from their available airtime balance OR by card payment on the Cell C App and portal.

#### **5. Usage**

5.1. During the validity period, the inclusive Data offered on Socializa bundles Promotion Offer can be used to access the specific social media and / or streaming media platforms.

5.2. Socialize bundles Promotion Offer will be available for the following social media and / or streaming media platforms:

5.2.1. Instagram.

5.2.2. TikTok

5.2.3. Twitter

5.2.4. YouTube

5.3. All standard usage on an applicable platform will deplete from the applicable bundle.

**5.3.1. Please note that using Instagram live will not deplete from the Instagram bundle, as further outlined in 5.5 below.**

**5.4. Usage outside the Socializa platform apps and websites and usage when a Socializa bundle has been depleted will be depleted from any other available data bundle OR will be billed for as usage as per the tariff plan the customer is on.**

5.5. Using Instagram live will not deplete from the Instagram bundle and will deplete from any available data bundle or will incur additional data charges as per the customer's tariff plan.

- 5.6. Usage can be through the mobile applications and / or web browser of the applicable social media or streaming media platform.
- 5.7. The inclusive Socializa data is exclusively for use within South Africa. **International roaming usage will not deplete from a Socializa bundle and usage will be charged for as per the roaming rate of the country and network.**
- 5.8. The inclusive data cannot be converted into Rand value.

**6. Validity and Expiry**

- 6.1. 1-Day Socializa bundles Promotion Offer are valid from the time of activation until 23h59:59 of the same day.
- 6.2. 7-Day Socializa bundles Promotion Offer are valid from the time of activation until the 23h59:59 on the 7<sup>th</sup> day.
- 6.3. 30-Day Socializa bundles Promotion Offer are valid from the time of activation until the 23h59:59 on the 30<sup>th</sup> day.
- 6.4. Validity cannot be extended and any unused value is forfeited at the time of expiry.
- 6.5. Customers will need to have a positive airtime balance or a data bundle to trigger the usage of Socializa bundle data.
- 6.5. **PLEASE NOTE THAT UNUSED DATA WILL NOT BE CARRIED OVER TO THE NEXT OR SUBSEQUENT MONTHS OR PERIODS. THIS MEANS THAT UNUSED DATA WILL BE FORFEITED.**

**7. Depletion**

- 7.1. Where a customer has Socializa bundles Promotion Offer and any use data bundles available – including Nite data - any applicable usage on the respective social media and / or streaming media platform will first deplete from the applicable Socializa bundle.
- 7.2. Where multiple Socializa bundles Promotion Offer are available, the bundle with the earliest expiry will be depleted first.
- 7.3. Depletion notification messages will be sent to the customer at 50%, 80% and 100% usage. **8.**

**Migration**

- 8.1. The impact of Migration between plans / products is as defined below.

Current plan	New plan	Impact
Prepaid	Prepaid / TopUp	Carried over
Prepaid	Postpaid	Will fall away

TopUp	TopUp / Prepaid	Carried over
TopUp	Postpaid	Will fall away
Postpaid	Postpaid	Carried over
Postpaid	Prepaid / TopUp	Will fall away

**9. Cancellation**

- 9.1. Purchases of once-off Socializa bundles Promotion Offer that have been already purchased cannot be cancelled.
- 9.2. No refunds will be considered.
- 9.3. To cancel a recurring Socializa bundle the customer must call Customer Care on 135 (free from their Cell C number).

**10. Transfer**

- 10.1. The inclusive value of the Socializa bundle cannot be transferred from one user to another user.

**11. Rollover**

- 11.1. The inclusive value of the Socializa bundles Promotion Offer cannot be rolled over and any remaining balance at expiry will be forfeited.

**12. Gifting**

- 12.1. Customers will be able to purchase a Socializa bundle for another customer on Cell C.
- 12.2. The person buying the bundle will be charged the full purchase price.
- 12.3. Standard Payment terms and rules as per point 4 above will apply.
- 12.4. All standard usage terms will apply to the gifted bundle.

**13. Exclusion**

- 13.1. MVNO (Mobile Virtual Network Operator) lines will not qualify to purchase the Socializa bundles Promotion Offer.
- 13.2. Any VOIP (video or voice calling) feature on any of the applicable social media and / or streaming media platforms will not deplete from a Socializa bundle.

**14. General**

- 14.1. Cell C has the right to withdraw or change this offer at any stage, in its absolute and sole discretion.

- 14.2. It is important that you understand that all participants in the Socializa Bundles Promotion Offer indemnify Cell and 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 offer.
- 14.3. **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 THIS OFFER, YOU AGREE AND UNDERSTAND THAT YOU WILL BE BOUND BY THE AMENDED TERMS AND CONDITIONS.**