

TERMS AND CONDITIONS: CELL C SPIN YOUR WORLD 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.

1. INTRODUCTION

- a. The Cell C Spin Your World 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.

2. DURATION

- a. The Campaign will run from 10 October 2022 at 09h00 to 31 January 2023 at 23:59 (the "**Campaign Period**"). No Spins will be allowed after 31 January 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.

3. 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 2 (two) free daily spins to participate in the Campaign. In addition to the 2 (two) daily spins, more spins can be allocated to these Customers when they subscribe to qualifying digital services during the Campaign Period, namely:**
 - i. Subscribe to qualifying content (digital) services on the Summer 2022 Campaign platform (USSD *127# / www.cellcwin.co.za);
- b. **Cell C Postpaid, Fiber, and Broadband Customers will not receive 2 (two) free daily spins in the Campaign, however, spins can be allocated to these customers in accordance with clause 6.b below.**

6. SPIN ALLOCATION

- a. Cell C prepaid and hybrid customers will be allocated 2 (two) free spins daily during the Campaign Period.
- b. Cell C Postpaid, Fiber, 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.
- c. 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.
- d. The more qualifying actions completed by the Customer, the more spins they will earn in the Campaign.

7. 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 9 below);
 - ii. Win a discounted bundle (as contemplated in clause 10 below);
 - iii. Win entry into the lifestyle prize draw (as contemplated in clause 11 below);
 - iv. Not a winner.

8. ALLOCATION OF PRIZES

- a. Not all spins will result in a Customer winning a prize.
- b. The prize allocation is random.
- c. The promotion will only allow one lifestyle prize per Customer.
- d. 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.

9. 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.

10. 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.

11. PRIZES

a. Prizes include:

- i. Nissan NP200 Bakkies
- ii. Big Boy Velocity 150cc Motorbikes
- iii. R30 000 (Thirty Thousand Rand) Local Holiday
- iv. R5 000 (Five Thousand Rand) cash prizes
- v. R2 000 (Two Thousand Rand) ABSA Cash Sends
- vi. R2 500 (Two Thousand Five Hundred Rand) Engen 1-App Fuel vouchers;
- vii. R15 000 (Fifteen Thousand Rand) takealot.com Inverter or Generator Coupon.
- viii. PSL Event Tickets

b. Lifestyle Prizes include

- i. R5 000 (Five Thousand Rand) takealot.com Home Appliances coupons;
- ii. R5 000 (Five Thousand Rand) takealot.com Academic Book coupons;
- iii. R3 000 (Three Thousand Rand) Cell C Home Internet Upgrade bundles;
- iv. R10 000 (Ten Thousand Rand) takealot.com Flatscreen TV coupons;
- v. R5 000 (Five Thousand Rand) takealot.com devices/laptops/headphones and wearables coupons;
- vi. R1 000 (One Thousand Rand) TFG giftcard;
- vii. R5 000 (Five Thousand Rand) Protea Hotel 2 (two) Night stay vouchers;
- viii. R500 (Five Hundred Rand) Shoprite/Checkers Grocery vouchers;
- ix. R2 000 (Two Thousand Rand) Pepcell vouchers;

A) Prize Terms

11.1 NISSAN NP200 BAKKIES

- a. Customers who are drawn as winners of the Nissan NP200 Bakkie will be contacted by Cell C, or Cell C's authorised representative, in order to confirm and validate the winners qualification and process the hand over and delivery of the prize to confirmed winners.
- b. The Customer will be called during office hours on weekdays (excluding public holidays) to inform them of their winning.
- c. Should the Customer not answer, an SMS will be sent with Cell C's contact details. The Customer will need to contact Cell C, or Cell C's authorised representative, on the contact number provided by no later than 16h30 on the same day.
- d. Failure to contact Cell C or Cell C's authorised representative by this time will lead to the prize being forfeited, and another winner will be drawn.
- e. The Vehicle Prize entitles the Customer to win 1 (one) Nissan NP200 Bakkie with the following conditions:
 - i. The Customer must be over the age of eighteen (18) years old.
 - ii. All vehicles will be white in colour.
 - iii. Vehicle specifications includes: 1.6 8V Base + AC + Safety Pack (UA7)
 - iv. **The Customer will provide the following required registration documents, within 5 (five) working days from the date the Customer is initially contacted by Cell C's representatives:**
 - **Valid South African ID, South African Passport, International Passport or other legally acceptable form of identification as proof of age; and**
 - **Valid proof of address (this will be used for vehicle registration).**

- v. Should the Customer not provide the required documents within the timeline (as per the above) they will forfeit their win and Cell C will in its sole discretion decide to allocate the prize to a new winner.
- vi. The prize does not include vehicle insurance.
- vii. Post receipt of the required registration documents by the Customer, the vehicle will be ready for collection from the closest dealership after an estimated period of thirty (30) business days.
- viii. On handover, it is the responsibility of the Customer to ensure they hold a valid **South African driver's license or must bring with them a person of their choice who does hold a valid South African driver's license.**

11.2 BIG BOY VELOCITY 150cc MOTORBIKES

- a. Customers who are drawn as winners of the Big Boy Velocity 150 cc Motorbike will be contacted by Cell C, or Cell C's authorised representative, in order to confirm and validate the winners qualification and process the hand over and delivery of the prize to confirmed winners.
- b. The Customer will be called during office hours on weekdays (excluding public holidays) to inform them of their winning.
- c. Should the Customer not answer, an SMS will be sent with Cell C's contact details. The Customer will need to contact Cell C, or Cell C's authorised representative, on the contact number provided by no later than 16h30 on the same day.
- d. Failure to contact Cell C or Cell C's authorised representative by this time will lead to the prize being forfeited, and another winner will be drawn.
- e. The Vehicle Prize entitles the Customer to win 1 (one) Big Boy Motorbike with the following conditions:
 - i. The Customer must be over the age of eighteen (18) years old.
 - ii. All motorbikes will include a top box
 - iii. Vehicle specifications includes:

Big Boy Velocity 150cc including Top Box

- iv. The Customer will provide the following required registration documents, within 5 (five) working days from the date the Customer is initially contacted by Cell C's representatives:
 - **Valid South African ID, South African Passport, International Passport or other legally acceptable form of identification as proof of age; and**
 - **Valid proof of address (this will be used for vehicle registration).**
- v. Should the Customer not provide the required documents within the timeline (as per the above) they will forfeit their win and Cell C will in its sole discretion decide to allocate the prize to a new winner.
- vi. The prize does not include vehicle insurance.
- vii. Post receipt of the required registration documents by the Customer, the vehicle will be ready for collection from the closest dealership after an estimated period of thirty (30) business days.

- viii. On handover, it is the responsibility of the Customer to ensure they hold a valid **South African driver's license or must bring with them a person of their choice who does hold a valid South African driver's license.**

11.3 CASH PRIZES

- a. The Cash prize entitles the Customer to R5 000 (Five Thousand Rand) cash with the following conditions:
 - i. The Customer will be contacted via phone and will be sent an email containing a banking indemnity form and a consumer contact form.
 - ii. The Customer will be required to send back the completed indemnity form, completed consumer contact form and a bank stamped letter confirming their banking details within five **(5) business days of being contacted. Should the Customer fail to do so, the Participant will forfeit the prize and a new Customer will be drawn.**
 - iii. The Customer will receive payment into the bank account details provided within seven (7) business days of the completed forms and bank stamped letter being sent back.
 - iv. Proof of Payment will be sent to the Customer on request.

11.4 ABSA CASH SEND

- a. The Cash prize entitles the Customer to a R2 000 (Two Thousand Rand) cash sent via ABSA Cash Send, with the following conditions:
 - i. The Customer will be sent 2 (two) ABSA Cash Send SMSes: The first SMS will contain a 10 (ten) digits ABSA PIN code.
 - ii. The second SMS will contain a SMS with a 6 (six) digit PIN code.
 - iii. The Customer will be required to go to an ABSA ATM select the ABSA Cash Send option and follow the prompts.
 - iv. The two (2) PINS are only valid for one transaction and the full value of the ABSA Cash Send voucher must be redeemed in one single transaction.
 - v. If the full value of the ABSA Cash Send is not redeemed, the Customer will forfeit the remaining value of the ABSA Cash Send.
 - vi. The ABSA Cash Send PINS will be valid for 30 (thirty) calendar days from date of sending.
 - vii. If the ABSA Cash Send has not been used within that period, it will expire and be forfeited.
 - viii. The Customer does not have to bank with ABSA in order to redeem this prize. It is a card-less process which works on the PIN codes which will be sent to the Customer.

- b. Broader set of Terms
 - i. The Customer is to proceed with the following redemption steps:
 - ii. Qualifying Customer will be sent an ABSA branded SMS with a 10 (ten) digit ABSA PIN code.
 - iii. The qualifying Customer will then also receive a second SMS with a 6 (six) digit PIN code and the value of the reward.
 - iv. To claim the cash reward, Customers will need to go to an ABSA ATM (ABSA Cash Expresses and other banks and their ATMs are not included).

- v. At the ABSA ATM, the Customer will need to choose the Cash Send option on the screen, enter in the 10 (ten) digit code found in the first SMS and click proceed/ continue/ enter.
- vi. Then enter the 6 (six) digit code PIN code found in the second SMS and click proceed/ continue/enter.
- vii. After entering the full value of the reward at the ATM, the ATM will give you your money with a receipt.
- viii. If the Customer does not withdraw the full amount, they will forfeit the rest of their reward.
- ix. The Cash Send must be redeemed within 30 (thirty) days of receiving the ABSA Cash Send SMSes. If the CashSend is not claimed within 30 (thirty) days of receiving the ABSA Cash Send SMSes, the Customer will forfeit their reward.
- x. Only one redemption per 10 (ten) digits is allowed. If the full amount of the Cash Send is not claimed in the first withdrawal, the remaining value will be forfeited.
- xi. For any problems in redeeming the cash reward at the ATM, the Customer can call the ABSA helpline on 0860 111 123.
- xii. If for any reason an ABSA ATM does not have relevant cash notes available, the Customer will have to try another ABSA ATM to withdraw the cash reward.

11.5 Local Holiday

- a. This reward entitles you to a R30 000 (Thirty Thousand Rand) Flight Centre Voucher with the following conditions:
 - i. Bookings inclusive of flights and travel packages are for local destinations within South Africa only.
 - ii. One of the guests travelling must be the person who awarded the Reward voucher.
 - iii. The Reward cannot be transferred or exchanged for cash.
 - iv. Cancellations or changes after confirmation of booking will not be permitted.
 - v. A Flight Centre voucher code will be allocated to the participant via SMS.
 - vi. All bookings must be made directly with Flight Centre on the number provided to the participant and are at all times subject to Flight Centre's booking Terms and Conditions available at www.flightcentre.co.za. The Flight Centre contact number will be provided to the participant when they have received their Reward voucher via SMS.
 - vii. All bookings and travel must be completed within six (6) months of the issuing of the Reward Voucher, failing which the Reward will be forfeited and the participant shall not have any claim against the Organiser as a result thereof.
 - viii. In the case of flights when using 1 (one) Reward voucher to book for more than 1 [one] person, all flights need to be taken simultaneously, with all passengers, flying to the same destination, on the same flight. Flights cannot be split across multiple flight routes, dates or people.
 - ix. Bookings are subject to limited availability. In the event that dates requested are not available, the participant will be required to provide alternative dates.
 - x. Travel bookings which may include flights or accommodation (e.g., hotel, resort, bed & breakfast, guest house, boutique hotel, hostel, chalet etc.) and/or transfers/car hire for local destinations within South Africa only.
 - xi. This Reward operates on an e-ticket system and presentation of an ID document will be required when checking in.
 - xii. Any additional charges over and above the value of the participant's Reward voucher, or arising from additional passengers will be for the participant's own account.

- xiii. Should the full value of the Reward voucher not be used for the booking, the participant will forfeit the remaining value of the Reward

11.6 Engel 1-App Fuel Vouchers

- a. This reward entitles you to a R2 500 (Two Thousand Five Hundred Rand) Engen 1-App fuel voucher.
- b. Vouchers are valid for 3 (three) years.
- c. You will be required to download the Engen 1-App to redeem and access your reward.
- d. Internet access will be required to download the App at the Consumers own cost.
- e. For the full terms and conditions please visit https://engen-admin.engen.co.za/storage/app/uploads/public/61e/581/b6d/61e581b6d0922067857416.pdf?_ga=2.172380001.372626916.1659345251-1889584597.1658454739
- f. For Online support visit Online.support@engenoil.com

11.7 PSL Tickets

- a. This reward entitles you to double tickets to any of the available PSL matches.
- b. Bookings will be made on the behalf of the winner on the Computicket website via our dedicated concierge desk. Concierge contact details to be provided to the Customer via SMS.
- c. Tickets are subject to availability.
- d. Only tickets for the PSL matches will be available to book.
- e. Customers have 6 months to contact the dedicated concierge team to redeem their reward from the date the SMS is issued to them.
- f. For full terms and conditions, refer to https://tickets.computicket.com/pages/show/terms_and_conditions

B) Lifestyle prize terms

11.8 TAKEALOT.COM COUPON

- a. Takealot.com coupon entitles the Customer to a coupon to the value of
 - i. R5 000 (Five Thousand Rand) to use towards the purchase of Home Appliances or;
 - ii. R5 000 (Five Thousand Rand) to use towards the purchase of Academic Books or;
 - iii. R10 000 (Ten Thousand Rand) to use towards the purchase of Flat Screen TV's or;
 - iv. R5 000 (Five Thousand Rand) to use towards the purchase of devices/laptops/headphones and wearables or;
 - v. R15 000 (Fifteen Thousand Rand) to use towards the purchase of Inverters or;
 - vi. R15 000 (Fifteen Thousand Rand) to use towards the purchase of Generators
- b. With the following conditions:
 - i. The Takealot.com coupons are valid for 3 (three) months from date of issue.
 - ii. The Takealot.com coupons are only available for use on the Takealot.com website towards the purchase of qualifying products (as stated above found on www.takealot.com)

- iii. If a Takealot.com coupon has not been used within that period, it will expire and be forfeited.
- iv. If the full value of the Takealot.com coupon is not used in a single transaction, the remaining value of the Takealot.com coupon will be forfeited.
- v. If the value of the purchase is more than the value of the Takealot.com coupon the Customer will be required to pay in the difference.
- vi. Takealot.com coupons cannot be used to buy Gift Vouchers or other coupons, and cannot be exchanged or refunded for cash or credit.
- vii. Takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a Takealot.com Coupon.
- viii. A unique Takealot.com coupon can only be used once.
- ix. Only one Takealot.com coupon can be used per order.
- x. Takealot.com coupons may not be used in conjunction with any other reward, coupon, voucher or discount.
- xi. A Takealot.com coupon must be used at check-out and it cannot be used later on existing orders.
- xii. The value of the Takealot.com coupon will be set off against the value of the Customer's shopping basket, if the value of the basket is higher than the value of the Takealot.com coupon, the Customer will be required to pay in the difference. If the value of the basket is less than the value of the Takealot.com coupon, the Customer will forfeit the remaining value of the Takealot.com coupon.
- xiii. The Takealot.com coupons will be ring fenced to certain categories on the Takealot.com website and the winning Customer may only purchase products within that category. No other product will be eligible for purchase on the Takealot.com website using the Takealot.com coupon.
- xiv. Takealot.com coupons do not accrue interest and are not refundable for cash once purchased.
- xv. Takealot.com is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Takealot.com coupon, after it has been SMSed to you or the MSISDN nominated by you.
- xvi. If for any reason a Takealot.com coupon does not reflect on the final amount due at check-out, the Customer can contact Takealot.com on (<https://secure.takealot.com/help>) to confirm if the Takealot.com coupon is still valid.
- xvii. If Takealot.com confirms that the Takealot.com coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Takealot.com coupon, or you can use the Takealot.com coupon on your next order within the limitations of the specific Takealot.com coupon's terms and conditions.

11.9 Hotel Voucher

- a. The Protea 2 (Two) Night Hotel voucher entitles the Customer to 2 (two) nights' complimentary accommodation (room only) for two (2) people sharing at selected Protea Hotels.
 - i. Booking availability is applicable for all days of the week and for the full year excluding peak periods such as Christmas. Please note: school holidays, public holidays and long weekends are specifically excluded.
 - ii. No cancellations allowed; date changes are possible within the booked property only.

- iii. You will make a booking via <https://proteavouchers.com/> .
- iv. You will have six (6) months from the date you redeem your voucher via the platform in the step above, to book and travel with Protea.
- v. All bookings must be made four (4) weeks prior to the check in date.
- vi. Bookings are subject to availability at time of booking. Each hotel allocates a certain number of rooms for prizes and complimentary accommodation.
As a result, all applications for accommodation are subject to availability. This voucher is valid for the period stated and is not extendable.
- vii. The voucher excludes the following: Laundry charges, landline calls made from the hotel room, mini bar charges, transport to and from the participant's home and the hotel, _____ in _____ house movies, entertainment, travel insurance, travel, spending money, all meals and alcohol _____ and any other incrementals. These costs will be for the voucher holders own expense. All _____ costs incurred during the stay will be charged to the voucher holder at checkout.
- viii. Extra charges are payable in cash, or by credit card upon departure from the hotel.
- ix. The issue of this voucher does not imply or confer any credit facilities with the hotel.
- x. This voucher is not exchangeable for cash or any other service provided by the hotel.
- xi. Any extension of stay will be at the standard rates charged by the hotel.
- xii. This voucher may not be included in any existing hotel package or special offer.
- xiii. Protea Hotels reserves the right to cancel or withdraw any voucher if, in their opinion, _____ it _____ is subject to misuse of any description.
- xiv. This voucher is not transferable and may not be sold.
- xv. The booking confirmation must be presented at the hotel on arrival for check in. The _____ Organiser and its agents cannot accept any liability for any failure to present proof of _____ of confirmation at check in by the voucher holder, which may result in refusal to accept the _____ reservation.

11.10 PepCell Vouchers

The PepCell Voucher entitles the Participant to a voucher to the value of R2 000 (Two Thousand Rand), with the following conditions:

- i. The vouchers are valid for 1 (one) year.
- ii. If the value of the purchase is more than the value of the voucher the Customer will be required to pay in the difference.
- iii. If only part of the voucher is used, the change will be provided in another voucher. Original validity dates will still apply to the change voucher. Only when the change is less than R10, will the customer receive cash in change.
- iv. Vouchers are non-transferable and cannot be exchanged for cash.
- v. Vouchers can be used in any Pep store nationwide.
- vi. PepCell Vouchers are governed by Pep's regular terms & conditions which may be obtained directly from Pep.

11.11 TFG Gift Cards

- a. The R1000 (One Thousand Rand) TFG eGift Card can be redeemed in conjunction with a voucher when making a purchase online or in-store.
- b. eGift Cards can be used in full or for part payment of goods which you buy in-store or online.
- c. If a store is offline, you will not be able to purchase or redeem an eGift card.
- d. eGift Card purchase and redemption transactions cannot be reversed.
- e. eGift Cards cannot be exchanged for cash
- f. eGift Cards are treated as cash and therefore any lost or stolen eGift cards will not be replaced.
- g. eGift Cards will expire 1 (one) year after the date that they have been loaded. To check your eGift Card balance, call 0860 834 834 or click here (link to online balance enquiry). Non-SA countries can call +27 21 938 7096.
- h. TFG is not liable for any lost or stolen eGift Cards once purchased.
- i. When you use your eGift Card, the amount of your purchase will be deducted from the balance on the eGift Card.
- j. You may use more than one eGift Card to pay. Once you have applied one eGift Card, you will be prompted to enter another eGift Card number.
- k. If you do not have sufficient funds on your eGift Card, you can pay the balance using one of our other payment methods after your eGift Card has been applied.
- l. If your order total is less than your eGift Card value, you will be sent the remaining balance as a new eGift Card number.
- m. All refunds of goods purchased with an eGift Card will be made in accordance with TFG's refund policy. Any refunded amount will be credited to an eGift Card and will not be given to you in cash. Click here for our Refund Policy.
- n. These terms and conditions are subject to change without notice and you will bound to any changes made.

11.12 Checkers Vouchers

The Shoprite/Checkers Voucher entitles the Participant to a voucher to the value of R500 (Five Hundred Rand), with the following conditions:

- a. Each Shoprite/Checkers Voucher is valid for 1 (one) year from date of issue.
- b. If the Shoprite/Checkers Voucher has not been used within that period, it will expire and be forfeited.
- c. If the full value of the Shoprite/Checkers Voucher is not used in a single transaction, the remaining value of the Shoprite/Checkers Voucher will be forfeited.
- d. If the value of the purchase is more than the value of the Shoprite/Checkers Voucher the Customer will be required to pay in the difference.
- e. Shoprite/Checkers Vouchers can only be used once in a single purchase.
- f. Only one Shoprite/Checkers Voucher can be used per purchase.
- g. The Shoprite/Checkers Voucher is governed by the Shoprite Checkers voucher terms and conditions which may be obtained directly from Shoprite/Checkers.
- h. The Shoprite/Checkers Voucher is not transferable and may not be substituted or exchanged for cash or anything else.

11.13 Lifestyle Prize Redemption

- a. Customers who win a lifestyle Prize will receive a unique PIN code and link to an online redemption platform where they can redeem their prize.
 - i. This will be sent to the Customer via SMS notification.
 - ii. The SMS will be sent to the number used to participate in the Competition.
- b. The notifications SMS will be delivered to the Customer within four (4) working days (96 hours) of the Customer winning a lifestyle prize on the Spin and Win game.
- c. **Any Customer who has unsubscribed from receiving marketing SMSs will not receive the above notification SMS and it is the Customer's responsibility to notify Cell C within two (2) working days (48 hours) from the time of the Customer winning a prize that it has unsubscribed from receiving marketing SMSs. Cell C shall not be held responsible for SMSs not received by Customers.**
 - i. You agree that should Cell C be unable to contact you within two (2) working days (48 hours) of the SMS notification being sent to you, you will forfeit the prize, and shall have no claim against Cell C in this event.
 - ii. 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 thereafter reserves the right to award the prize to an alternate winner selected in a subsequent draw.
- d. The unique PIN code sent via SMS is valid for 30 (thirty) calendar days from date of issue ("Voucher Period") enabling the Customer to log onto the online redemption platform to redeem the qualifying Prize.
- e. In the event that the Customer does not log onto the online redemption platform within 30 (thirty) calendar days from date of the unique PIN code issued via SMS, the Prize will be forfeited.
- f. The Customer will be required to enter in a One Time Pin (OTP) that will be sent to the MSISDN that was awarded the Prize.
- g. The Voucher Period may be extended at the sole discretion of Cell C.
- h. Once the Customer has redeemed the lifestyle Prize on the online redemption platform, their Prize will have a validity period within which to redeem their reward at the Prize partner, as per the below:
 - i. A Prize can only be redeemed once.
- j. All risks and ownership of the Prizes shall pass to winners upon transfer or collection, as well as Cell C's obligations in regard to this Competition.
- k. Only original and valid Prize Voucher codes will be accepted for the redemption of the Prize.
- l. Should there be any dispute in this regard, Cell C shall be sole adjudicator of the dispute and its decision shall be final.
- m. Prizes can only be claimed within the Republic of South Africa.
- n. The Prize is not transferable. No substitution, cash redemption (in the case of non-cash rewards), or assignment of the vouchers are permitted.
- o. Customers can see all lifestyle Prizes they have won with the awarded date in the Prize Wallet.
- p. All lifestyle Prizes will be removed from the Prize wallet 30 days after the Prize was won.

12. DETERMINATION OF WINNERS

- a. The winners are determined through a random electronic draw process.
- b. 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.
- c. Internal Audit will observe and report on the draws, making use of the agreed upon audit approach and procedures.
- d. Cell C reserves the right to verify, by whatever means necessary, your eligibility to participate in this Competition.
- e. 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.
- f. 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.
- g. Cell C assumes no liability for any entry that may be omitted from this Competition, for any reason whatsoever.
- h. 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.
- i. Cell C reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner:
 - j. is not eligible to win;
 - k. has contravened any of these terms and conditions;
 - l. acted fraudulently with regards to the Competition;
 - m. acted in a manner that is not in the spirit of the Competition;
 - n. conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition;
 - o. 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
 - p. fails to provide Cell C or its authorized agent with the required information to hand over the prize within the specified timeframes.
- q. 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.
- r. 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.
- s. 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.

13. 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:
 - c. disqualify any Customer; or
 - d. modify, suspend, terminate or cancel the voucher as appropriate, subject to the approval of relevant regulatory authorities.
- e. 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>.
- f. 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.
- g. 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.
- h. 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.
- i. 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, earthquake or other acts of God.
- j. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
- k. 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
- l. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- m. 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.
- n. 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).
- o. 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.
- p. 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.

- q. Data charges may be incurred for redeeming any prize or using the online voucher redemption platform. Network rates apply.
- r. 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.
- s. Details of Customers will not be used for Cell C related communication unless the Customer opts-in to receive further communication from Cell C.
- t. 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.
- u. 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.