

Telkom and Huawei Technologies Africa (Pty) Ltd

STAND A CHANCE TO WIN 1 OF 3 TOYOTA COROLLA CROSS

Competition Terms & Conditions

6 October 2024 – 31 December 2024

1. Introduction

1.1 This competition ("**Competition**") is organized and run by **Telkom SA SOC Ltd** (Registration Number 1991/005476/30), a listed company duly registered in accordance with the laws of the Republic of South Africa, with its registered address at Telkom Park the Hub, 61 Oak Avenue, Techno Park Highveld Centurion, Pretoria ("**Telkom**") including its affiliates, partners, associations and agents together with **Huawei Technologies Africa (Pty) Ltd**, (Registration Number 2005/038288/07), being a limited liability company registered in accordance with the laws of the Republic of South Africa and having its registered business address at Huawei Office Park, 124 Western Service Road, Woodmead, Johannesburg 2191 ("**Huawei**").

(Telkom and Huawei shall be collectively referred to as the "**Organizer/s**").

1.2 The Organisers are running the "**WIN 1 OF 3 TOYOTA COROLLA CROSS**" where customers who purchase/upgrade/renew one (1) of the Qualifying Devices as more fully described at Annexure "**A**" below ("**Qualifying Devices**") from any Telkom Franchise, Telkom Direct or Telkom Express store ("**Qualifying Outlets**") as more fully described at Annexure "**B**" below ("**Qualifying Outlets**") during the Competition Period on a pre-paid or post-paid basis stand a chance of winning a **brand new Toyota Corolla Cross valued at approximately R415 000,00 (four hundred and fifteen thousand rand)** including VAT ("**Competition Prize**").

1.3 This Competition will run from **08:00am on 6 October 2024 to 24:00 on 31 December 2024**, both dates inclusive (the "**Competition Period**"). Any entries received after the closing date of the Competition Period will not be considered for the Competition.

1.4 The Competition is open for entry by all South African residents of 18 years and older with a valid South African identity document or valid permanent South African residence permit valid for a period exceeding 12 (twelve) months for the Republic of South Africa and valid at the end date of the Competition.

1.5 Employees, directors and agents of Telkom and all participating stores, their immediate families, life partners, business partners and associates and any person directly involved

with the sponsoring, devising, production, management or marketing of this Competition are not eligible to participate in this Competition.

1.6 The Competition is not open for entry by or on behalf of a juristic entity. Entries received from business accounts held by juristic persons (amongst other Corporates and SMEs, etc.) are excluded from participating and winning in the Competition.

1.7 The Competition will be executed in the Republic of South Africa.

1.8 By entering the Competition, all participants agree to be bound by these terms and conditions, which will be interpreted by the Organisers and the Organisers decision regarding any issue will be final and binding and no correspondence will be entered into.

1.9 The Competition deals with purchases made exclusively in the Qualifying Outlets.

2. Competition Prize

2.1 Competition Participants who purchase/upgrade/renew 1 (one) of the Qualifying Devices as per Annexure A on a pre-paid or post-paid basis from one of the Qualifying Outlets during the Competition Period as per Annexure B stand the chance of being a winner of the Competition (the "**Competition Winner**").

2.2 **There will be 1 (one) Competition Winner per each of the 3 TOYOTA COROLLA CROSS vehicles during the Competition Period who stands the chance to win the Competition Prize, as set out in clauses 2.3**

2.3 There will be a 1 (one) Competition Winner who will be randomly drawn **in each new month during the Competition Period** to win a **brand-new Toyota Corolla Cross valued at approximately R415 000,00 (four hundred and fifteen thousand rand)** including VAT ("**Competition Prize**"). The Organisers shall solely determine the specifications and colour of the Competition Prize to be won and the Organisers decision is final.

2.4 The Organisers shall not be liable for any manufacturing faults, recalls, damage or loss of or to any Competition Prize once handed over to the Competition Winner.

2.5 The cost and arrangement of licensing, registration of the Competition Prize is included. The Competition Winner must contact the dealership that does the handover to arrange for the legal transfer of the Competition Prize. The **costs and arrangement of vehicle insurance is excluded.**

2.6 The Competition Winner must arrange for third party insurance against damage or loss from the moment possession is taken of the Competition Prize. The Organisers will not cover Insurance for the Competition Prize.

2.7 The prize is not transferable or exchangeable, and can only be collected from the dealership by the rightful person who has been declared the winner of the prize, with the correct identification documents.

2.8 The Organisers reserve the right to substitute the Competition Prize for an alternative prize of equal or greater value should the Competition Prize not be available for whatsoever reason.

3. Competition Mechanics

3.1 To enter this Competition, Competition Participants must purchase/upgrade/renew one (1) of the Qualifying Device from any Qualifying Outlet during the Competition Period as set out in Annexure A and Annexure B.

3.2 The Competition Winner will be randomly selected by means of an electronic random draw selection from all eligible entries which meet the requirements set out in these Terms and Conditions.

3.3 Each purchase/upgrade/renew as stipulated in clause 3.1 above constitutes one (1) entry into the Competition.

3.4 Only entries received during the Competition period as stipulated in clause 1.3 above will qualify as potential Competition Winner.

3.5 Entrants are allowed to enter as many times as they like but are only eligible to win once for the duration of the Competition.

4. Specific Terms and Conditions

4.1 The Competition Winner is not required to have a valid driver's license to win the Competition Prize, but the Competition Prize may only be collected by a representative of a Competition Winner (duly authorised) who is in possession of a valid driver's license at the time of collection of the Competition Prize. In such instance this will be a private matter between the Competition Winner and the person so nominated, the Organisers will bear no liability to either Party in this regard once such nomination has occurred.

4.2 The selected Competition Winner must be able to identify themselves (in a manner determined by the Organisers) as the qualifying entrants to the Competition and have to comply with the required validation procedure in order to claim the Competition Prize.

4.3 The selected Competition Winner must have complied with these Terms and Conditions

to enter and shall have no accounts held with Telkom being in arrears to be eligible to win the Competition Prize.

4.4 The Organisers' decision on any aspect of the Competition including the allocation of the Competition Prize will be final and binding and no correspondence will be entered into.

4.5 There are no additional charges for participating in the Competition.

4.6 All risks and ownership of the Competition Prize shall pass to the Competition Winner on transfer/delivery thereof and hence all of the Organiser's obligations in regard to the Competition as well as in regard to the Competition Prize shall terminate. The Organisers will advise of arrangements in respect of the Competition Prize distribution at the time of contacting the selected Competition Winner.

4.7 Notwithstanding the fact the Competition Prize vests on the Competition Winner immediately upon the determination of the results, any Competition Prize that remains unclaimed/ undeliverable after a month of transfer or no reasonable effort is made on the part of the Competition Winners to claim the Competition Prize despite having been advised of the results of the Competition will be forfeited.

5. General Terms and Conditions

5.1 The Competition is **valid from the 6 October 2024 up to 31 December 2024.**

5.2 The Competition Winner will be contacted during working hours (08h00 to 17h00) by phone, using the cell phone number associated with his/ her entry into the Competition.

5.3 The Organisers will use reasonable efforts to contact the Competition Winner telephonically on the contact details used to participate in the Competition. The Organisers shall attempt to contact the Competition Winner for a period of 2 (two) working days after his/ her name has been drawn and verified as a Competition Winner either by way of email or telephonically.

5.4 Should a participant not be available on the contact number during the timeframe stipulated or reject, forfeit or decline acceptance of the Competition Prize, that person's right to the Competition Prize will be deemed to have been waived and the Competition Prize will be forfeited. The Organisers reserve the right to then award the Competition Prize to the next selected entrant.

5.5 The claim for the Competition Prize will be subject to security and validation, failing

which the Competition Winner will forfeit the Competition Prize and the Competition Prize will be awarded to the next selected qualifying entrant.

5.6 If the Competition Winner cannot accept the Competition Prize for any reason whatsoever, the Competition Prize will be awarded to the next selected qualifying entrant.

5.7 The Organisers reserve the right to withhold any Competition Prize until it is satisfied that the claim by the Competition Winner is valid.

5.8 In the event that the user of the mobile phone (i.e., the participant in the Competition) is not the person that is responsible for payment of any contract with Telkom, this person will be disqualified, and the Competition Prize will be awarded to the person that is the account holder and responsible for payment of the qualifying contract/existing qualifying contract.

5.9 Only entrants who are using SIM cards that have been RICA registered are eligible to win the Competition. Each owner of a SIM card(s) is responsible to comply with South African law by RICA registering their SIM cards.

5.10 The Organisers shall request the Competition Winner consent in writing to their image and/or likeness being used and published by the Organisers in connection with the Competition for a period of 12 (twelve) months after they have been announced as the Competition Winners.

5.11 The Competition Winner name and location may be displayed on www.telkom.co.za, on the Organisers Social Media Assets as well as on screens/in store TV within Telkom Approved sales channels subject to the Winner's consent.

5.12 The Participants acknowledge that Personal Information about the Competition Winner will be shared with the Organisers of the Competition and their agents to the extent necessary for Competition Prizes to be fulfilled to the Competition Winner and relating to the purpose of this Competition.

5.13 User data collected via the Competition will not be used for any other purpose than for the Competition only. User data collected via the entry for this Competition will be stored for as long as it is legally required to and in accordance with the Organizers' Privacy Policy:

<https://group.telkom.co.za/regulatory/protection-of-personal-information-act.html>

Huawei <https://consumer.huawei.com/za/legal/privacy-policy/>.

- 5.14 If there is no legal requirement, the collected information will only be stored for as long as it is needed.
- 5.15 The duration of the Competition may be extended or curtailed at the discretion of the Organisers.
- 5.16 The Competition, the Competition Prize, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition and will be applied and interpreted in the sole discretion of the Organisers. Such altered terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Organisers. No participants shall have any recourse against the Organisers as a result of any alterations of the Terms and Conditions.
- 5.17 In the event of a dispute in regard to any aspect of the Competition and/or the Terms and Conditions, the Organiser's decision will be final, and binding and no correspondence will be entered into.
- 5.18 The Organisers are not liable for any technical failures affecting participation and / or prize redemption process of the Competition.
- 5.19 The Organisers shall not be liable for taxes, or any costs incurred by the Competition Winner for entering the Competition or in claiming the Competition Prize.
- 5.20 Neither the Organisers, nor any other person or party associated with the Competition, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competition, shall be liable whatsoever for any loss and/or damage incurred or suffered (including but not limited to direct or indirect or consequential loss), death or personal injury suffered or sustained arising from either participation in the Competition or from claiming the Competition Prize or after claiming the Competition Prize.
- 5.21 In addition, neither the Organizers, nor its agents shall be responsible for any loss or misdirected entries, including entries that were not received due to any failure of hardware, software, or other computer or technical systems affecting participating and/or prize redemption process of the Competition.
- 5.22 If the Organisers are required by applicable law to alter or cancel any aspect of the Competition or to terminate it as a result of changes in legislation, or for any reason whatsoever, it will have the right to terminate the Competition being offered, with immediate effect and without notice. In such event all entrants hereby waive any rights which they may have against the Organisers and any associated companies, agents, contractors and/or sponsors.

5.23 The Organisers may refuse to award the Competition Prize if these Terms and Conditions have not been adhered to or if it detects any irregularities or fraudulent practices. The Organisers are entitled in their entire discretion to reject any Participant for any reason and will not be obliged to notify the participant that they are rejected.

5.24 All information relating to the Competition which is published on any marketing material will form part of these Terms and Conditions. In the event of any conflict between such marketing material and these Terms and Conditions, these Terms and Conditions shall prevail.

5.25 South African law shall govern these Competition rules and the courts of South Africa shall have exclusive jurisdiction.

Annexure A – Qualifying Devices

Purchase/upgrade/renew one (1) of the below listed Qualifying Devices on a pre-paid or post-paid basis available in the Qualifying Outlets during the Competition Period:

- 1. Huawei Mate X3;**
- 2. Huawei P60 Pro;**
- 3. Huawei nova 11 Pro;**
- 4. Huawei nova 11;**
- 5. Nova 10 Pro 256GB;**
- 6. Huawei nova 10 256GB;**
- 7. Huawei nova 10 SE 256GB;**
- 8. Huawei Mate 50 Pro;**
- 9. Huawei nova 9 SE;**
- 10. Huawei nova 11i;**
- 11. Huawei nova Y91;**
- 12. Huawei nova Y71;**
- 13. Huawei nova Y72;**
- 14. Huawei nova 12i;**
- 15. Huawei nova 12 SE;**
- 16. Huawei nova 12 S**
- 17. Huawei nova Y90;**
- 18. Huawei nova Y70 Plus;**
- 19. Huawei Y62 Plus;**
- 20. Huawei Matebook D14 I5/I3;**
- 21. Huawei Matebook D15 I3;**
- 22. Huawei Matebook D16 I7/I5;**
- 23. Huawei Pura70;**
- 24. Huawei Pura70 Pro;**
- 25. Huawei MatePad SE 11.**



Annexure B – Qualifying Outlets

Locate a store on the Telkom Website at <https://www.telkom.co.za/today/storelocator/>

Or contact Telkom for any further queries on store locations at **10210**.