

## Honor & Telkom Scooter Promotion - Terms and Conditions

### 1. Introduction

- 1.1. HONOR smartphone device promotion (“**Promotion**”) is organised and managed by HONOR Technologies Africa (Pty) Ltd (“**HONOR**”), including its affiliates and subsidiaries (collectively referred to as the “**Organiser**”).
- 1.2. The Promotion is open for entry by all South African citizens and permanent residents of 18 years and older with a valid South African identity document or Smart Card, excluding employees and agents of the Organiser.
- 1.3. The Organiser is running a Promotion whereby –
  - 1.3.1. the Promotion will run from **22<sup>nd</sup> November 2024 00:00 to 10<sup>th</sup> January 2024 23:59**, (both dates inclusive) (the “**Promotion Period**”);
  - 1.3.2. Participants who successfully purchase any HONOR smartphone device during the Promotion Period will stand a chance to win 1 of 10 (one of ten) HONOR Choice Scooter valued at R9,999.00 (nine thousand nine hundred and ninety-nine rand) (the “**Promotion Gift**”).
- 1.4. There are **only 10 Promotion Gifts** and the Promotion is subject to stock availability.
- 1.5. The Promotion does not apply to the following HONOR devices: Accessory, Pad and Magicbook (only smartphone devices).

### 2. Terms and Conditions Related to the Promotion Gift

- 2.1. Only the Participants who purchase eligible HONOR smartphone device from any Telkom online/offline stores within the Republic of South Africa, will be eligible for the Promotion Gift, subject to meeting all other criteria in these Terms and Conditions.
- 2.2. Should the participating HONOR smartphone device be returned, the Participant will forfeit the Promotion Gift and therefore be required to return the Promotion Gift received as part of this promotion or shall be liable for the value thereof which shall immediately become due owing and payable to the Organiser.
- 2.3. Participants will automatically be entered into a random draw and the random draw will take place on or before 31 January 2025.
- 2.4. Winners will be contacted via phone call on or before 17 February 2025. All reasonable steps shall be taken by the Organiser to contact prize winner(s). If a winner does not respond to the Organiser's notification by close of business 5 days after the notification to the prize winner(s) last known contact information, the prize winner(s) shall automatically forfeit the Promotion Gift. The Promotion Gift is non-negotiable, non-transferable and may not be exchanged for cash. No Promotion Gift may be accepted by a third-party on behalf of a winner.
- 2.5. By entering the promotion, the Participant agrees to the Organiser's Privacy Statement which sets out their commitment to data processing, retention and safeguarding practices relating to your Personal Data Privacy Statement may be accessed via our Global website - <https://www.honor.com/global/>. The Participant consents to the Organiser:
  - 2.5.1. Sourcing the Participant's personal information from the Telkom stores in order for the Participant to be entered into the draw and stand a chance to win in terms of this Promotion.
  - 2.5.2. processing the Participant's Personal Information as defined in the Protection of Personal Information Act 4 of 2013, as amended, for purposes of the promotion which may entail the Organiser sharing

such Personal Information with third-party service providers of the Organiser in order to reach you and/or hand over the Promotion Gift.

### 3. General Terms and Conditions

- 3.1. By participating in or entering this Promotion, Participants will be deemed to have accepted and be bound by these Terms and Conditions, which are interpreted and construed in accordance with the laws of the Republic of South Africa. These Terms and Conditions shall prevail in the event of any conflict or inconsistency with any other communication sent to the Participants by the Organiser, including advertising or promotional materials.
- 3.2. The Organiser reserves the right to extend, shorten or suspend the time period of the Promotion for technical or commercial or operational reasons or for the greater public good or due to a *force majeure* event or generally for any reason whatsoever within its sole discretion, the Participants shall be deemed to be notified upon update of these Terms and Conditions.
- 3.3. The Organiser reserves the right to amend these Terms and Conditions (including but not limited to those relating to the Promotion Period, Promotion Gift and Eligibility) and/or terminate this Promotion immediately at any stage, whether required as a result of changes in legislation, or if required by any national, provincial or municipal authority, or within the sole discretion of the Organiser for any reason. Notice of any such amendment / termination shall be by way of update of these Terms and Conditions.
- 3.4. Any alteration, amendment / termination of these Terms and Conditions shall take effect immediately unless otherwise specified in writing. In the event of any alteration, amendment / termination, all Participants waive any rights that they may have/purport to have in terms of this Promotion and acknowledge that they will have no recourse against the Organiser whatsoever.
- 3.5. In the event of any dispute in regard to any aspect of the Promotion and/or the Terms and Conditions, the Organiser's decision will be final and binding and no correspondence will be entered into.
- 3.6. Should the Organiser make any indulgence or deviate from these terms and conditions such indulgence or deviation shall not be construed to be a breach or waiver of these terms and conditions and/or any rights of the Organiser.
- 3.7. All Promotion Participants indemnify the Organiser, their associated and subsidiary companies, the supplier of the Promotion Gift, contractors and their directors, officers and employees, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from the Promotion Participant's participation in any way whatsoever in this Promotion including but not limited to any damages suffered due to the Participant's or any other person's use of the Promotion Gift.
- 3.8. The Promotion Participants accept the Promotion Gift as is and without guarantee or warranty.
- 3.9. The clauses herein are severable from each other. If any clause or part thereof is found to be unenforceable by operation of law, then such clause or part thereof shall be severed from these Terms and Conditions, and the remaining clauses and parts thereof shall remain in force. South African law shall govern these Promotion rules and the courts of South Africa shall have exclusive jurisdiction.