

## **Black Friday Campaign Telkom Mobile and Honor Technologies Africa Terms & Conditions**

Please read this Promotion terms and conditions (“Terms and Conditions”) carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. This Promotion is only available for valid purchases made during the promotional period. Please refer to our Telkom website for the current Terms and Conditions for this Promotion:

All participants during the term of this Promotion agree to be bound by the following Terms and Conditions:

### **1. Promotion:**

1.1. Honor 90 series Campaign

1.2. The promoter of the Promotion is Honor Technologies Africa (Proprietary)

Limited, Registration number: 2021/365096/07 and/or its agencies ("Organizer"), together with Telkom SA SOC, Registration number 1991/005476/30.

### **2. Promotion Period:**

2.1. The Promotion will run from the 17<sup>th</sup> of November 2023 to 1<sup>st</sup> December 2023 (“the Promotion Period”).

### **3. How to enter:**

3.1.1 Upon upgrade or sign up for a H90 series contract that is on the Black Friday Deal (Flexon 6) the customers will qualify to go into a draw. Customers stand a chance to win 1 of 20 HONOR Magic 4 Lite Smartphone to the value of R8999.

3.1.2 All participants will have from the 17<sup>th</sup> of November 2023 [00:00] to 1<sup>st</sup> December 2023 [23:59] (“Qualification Period”) and/or while stocks last to redeem the “offer” (sign up) from any Telkom direct store and Telkom Mobile online store.

3.2. The Promotion is only limited to qualifying participants who sign up or upgrade to any H90 series device Black Friday Deal (Flexon 6) offering.

3.3. Telkom will share sales data pertaining to the period of participants purchases of HONOR 90 SERIES PRODUCT, Audit process will engage the draw procedure, agency of whom he/she is contacted by to verify his/her purchase. (Email/WhatsApp).

3.4. The Promotion Period may be extended or curtailed at the discretion of the Organizer.

4. **Who may enter:**

- 4.1. All participants must be citizens of the Republic of South Africa and/or legal residents of the aforesaid country.
- 4.2. be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period.
- 4.3. be a natural person and be at least eighteen (18) years old at the date of the commencement of the Promotion Period.
- 4.4. be in the possession of a valid South African identity or valid passport.
- 4.5. have made a valid contract upgrade, new, renewal, Online and sign up to any Honor 90 series smart device Black Friday Deal (Flexon 6) offering, with a valid IMEI number, purchased within the Republic of South Africa from any Telkom direct store and Telkom Mobile online store during the Promotion Period.
- 4.6. be in the possession of a valid Proof of Purchase with verifiable details such as IMEI number, outlet from which the device was purchased from.
- 4.7. Participation in this Promotion excludes the Organizer, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Promotion and their spouses, life partners, parents, children, siblings, business partners or associates.
  - 4.7.1. Misrepresentation of customers will result in the disqualification of the claim and possible legal action.
5. The Promotion will afford the participant the opportunity to receive the following gift when they purchase or upgrade to any Honor 90/Honor 90 lite Smart Phone during the Promotion Period Black Friday Deal (Flexon 6) offering:
  - 5.1. One (1) of twenty (20) Honor Magic 4 Lite, per 1 winner, to the value of R 8 999.
    - 5.1.2 Telkom will provide a list of sales report with list of qualifying customers IMEI number, who will then go into the draw for a random pick at the end of the promotion period to whom the voucher will be awarded to.
    - 5.1.3 Honor Technologies Africa and Telkom Mobile will not be liable for the delivery, registration, transportation, and insurance of the prize.

- 5.1.4 The Offer is not transferable. No substitution, cash redemption, or assignment of the Offer is permitted.
- 5.1.5 The Offer is available on a “while stocks last” basis and the Organizer cannot be held accountable once the stock of the promotional Offer has been depleted.
- 5.1.6 The winner will have a voucher pin that will be SMSed to them once they receive a call from Honor.
- 5.1.7 The Organizers will not be responsible for any costs associated with the redemption process of the Offer.
- 5.1.8 Winners will be contacted by mid to end December 2023 to align prize collection.
- 5.1.9 Winners will be selected via a random draw via outside Audit company
- 5.1.10 Any failure to collect the prize within three months of the winner being announced will result in the Prize being forfeited.
- 5.1.11. The Organizer accepts no responsibility for entries lost, misdirected, illegible, late, mutilated or altered. Entries that do not comply with these Terms and Conditions will be disqualified.
- 5.2. Customers agree to and are liable to provide the correct contact information to Telkom Mobile when purchasing the device, in order to enable the organizer to contact the purchaser for redemption. Neither Telkom Mobile nor the organizer will be held liable for incorrect contact details supplied by the organizer.
- 5.3 Errors and omissions may be excepted at the Organizer's sole discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.4 Should there be any dispute regarding the promotion or the prizes, the Organizer shall be sole adjudicator of the dispute and the Organizer’s decision shall be final.
- 5.5 Any technical issues will be investigated by the Organizer. After the investigation, the Organizer will, in its sole discretion, determine whether the participant qualifies for the Offer.
- 6. **Limitation of Liability:**
  - 6.1. To the extent permitted by Consumer Protection Act No 68 of 2008 and any other applicable law:
    - (a) The participant and/or winner(s) hereby indemnifies the Organizer 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, because of the participant’s entrance to the Promotion.

- (b) The Organizer excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).
  - (c) All personal information exchanged with the usage of third-party applications will not be monitored or controlled by the Organizer. The participant bears the responsibility to ensure that it is aware of the terms and conditions applicable to usage of 3rd party applications. The participant understands and agrees to indemnify the from all liability arising from whatsoever nature.
- 6.2. The Organizer will make every reasonable effort to monitor the Promotion for any technical errors. However, to the extent permitted by Consumer Protection Act and other applicable law:
- (a) you agree that the Organizer will not be liable or responsible for, and
  - (b) you hereby release the Organizer and its respective agents, affiliates, assigns, directors, officers, subsidiaries, holding companies, service providers, suppliers, employees, or representatives from, and hereby indemnify each of us against all claims in respect of:

any loss, liability or damage of whatsoever nature arising from or suffered in connection with this Promotion, by you or any other person, for whatever reason, including as a result of technical failures affecting the participation and prize or Offer redemption, incorrect winner announcements, error, mistakes, omission, interruption, defects, deletion, delay in operation or transmission, viruses, communication line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website, software failure whether resulting or not from any force majeure or from theft, destruction or unauthorized access to our systems.

## **7. General:**

- 7.1. In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion.
- 7.2. The participant is bound by the Honor terms and conditions. Should there be any dispute in this regard, the Organizers shall be sole adjudicator of the dispute and the Organizers decision shall be final.
- 7.3. The Organizer reserves the right, at any time, to verify the validity of participants (including a participant's identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the Organizer's discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.4. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) to disqualify any participant; or (b) to modify, suspend, terminate, or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

7.5. Participants acknowledge and accept that the Organizer may utilize a third-party agent to contact/communicate with the participant. In order to affect the contacting process, the participant shall provide their information to such third-party agent.

7.7. Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.

7.8. The Organizer 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 the Organizer's website. The onus rests on the participant to constantly check the website for updates to the Terms and Conditions.

7.9. This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating stores, associated with this Promotion.

7.10. Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of South Africa.

7.11. The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for the unavailability of the prize, owing to, but not limited to, stock unavailability, strike, lock out, destruction or 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.

7.12. If part or all of any clause of these Terms and Conditions is illegal, invalid, or unenforceable:

(a) It will be read down to the extent necessary to ensure that it is not illegal, invalid, or unenforceable, but if that is not possible; and

(b) 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.

## **8. Consumer Protection Act:**

8.1. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated



as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.