

## Competition Terms and Conditions

### 1 Campaign:

**Telkom Summer Campaign: Sony Xperia™ Z5 Summer Offer Campaign** (the “**Competition**”). This Competition is organized by Telkom SA SOC Limited (“Telkom”) and Sony Mobile Communications AB (“the “Promoters”).

### 2 Campaign Period:

The Competition commences at 00h00 on **01 November 2015** and will continue until 23h59 on **20 January 2016** (the “Competition Period”).

### 3 Who May Enter?

3.1 To be eligible to enter, the entrant must:

- 3.1.1 be an existing or new Telkom mobile Contract subscriber;
- 3.1.2 be a natural person;
- 3.1.3 be a South African citizen or a permanent resident with a valid South African identity document; and
- 3.1.4 be 18 (eighteen) years or older.

3.2 Participation in this Competition excludes employees, directors, members, partners, consultants and agents of, or any other person who, directly or indirectly controls or is controlled by the Promoters or marketing service providers of this Competition, (and the spouses, life partners, immediate family members or business partners of the people or entities listed above. This means:

- 3.2.1 The Promoters;
- 3.2.2 Supplier/s of goods and or services in terms of this Competition; and
- 3.2.3 Promotional partners, printers, advertising and promotional agencies, professional advisors and point of sale staff employed by or contracted to, or providing goods or services of any kind, to all the people or entities listed above during the Competition Period.

### 4 How to Enter:

4.1 During the Competition Period, in addition to the entrants meeting all of the criteria referred to in clause 3 above, the entrants also need to fulfill the following requirement in order to stand a chance to win:

4.1.1 Purchase or upgrade to the Sony Xperia Z5 handset on any 24 (twenty-four) month Telkom mobile contract at participating Telkom Stores, Call centers and / or online

4.2 Entry into the competition will be **SUBJECT TO SUCCESSFUL CREDIT VETTING BY Telkom Mobile.**

4.3 Once the qualifying entrant has fulfilled the requirements of clauses 3, 4.1 and 4.2 above, he or she will be automatically entered into the lucky draw.

### 5 The Draw

5.1 The lucky draw shall take place on **03 February 2016.**

5.2 The winner will be notified telephonically by the Promoters and/or its authorized agents on or as soon as possible after the draw.

5.3 Winners will be selected randomly via the Telkom Mobile competition engine.

## **6 The Prize:**

6.1 Entrants, who fulfil the requirements stated in clause 3 and 4 above, stand a chance to win:

6.1.1 1 (one) of 8 (eight) Sony Playstation 4 consoles

### **6.2 The Prize includes:**

6.2.1 One Sony Playstation 4;

(referred to as the "Prize").

**6.3 Winners acknowledge and accept that the Promoters shall utilize a third party (the Promoters' authorized agent/s) to contact the winners and arrange delivery of the Prize. In order to affect the contacting and delivery process, the Promoters shall provide the entrant's information to such third party.**

**6.4 Winners must be South African citizens or permanent residents of South Africa.**

**6.5 Entrants must be active on the Telkom mobile network and on a device listed in clause 4.1.1 above at the time of the draw.**

## **7 General:**

7.1 No portion of the Prizes can be amended, transferred, cancelled and will not be exchangeable for another Prize or cash and cannot be sold.

7.2 The draw results to determine the winners are final and no correspondence will be entered into.

7.3 The Promoters, its respective directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors, subsidiaries and sponsors assume no liability whatsoever for any direct or indirect loss or damage, including but not limited to physical harm or death, howsoever arising from or as a result of an entrant's participation in the Competition or the entrant's redemption of any Prize in terms of this Competition, or from any amendments to Prize details and/or the terms and conditions of this Competition. All entrants (including the winner) hereby expressly indemnify the Promoters in this regard and shall hold it harmless from all and any claims arising from or as a result of the above reasons.

7.4 In the event that the winner is unable to claim the Prize for any reason, or is disqualified for any reason, the second placed name on the grand final classification will be the winner.

7.5 In so far as it is necessary, required by law or beyond the reasonable control of the Promoters, the Promoters reserve the right to vary the nature of the Competition, the Prize, or these terms and conditions upon notice in this regard being published on [www.telkommobile.co.za](http://www.telkommobile.co.za) or in another appropriate medium. In the event that the Prize is limited or varied in this manner, the Promoters shall replace the Prize with a prize of a similar economic value.

7.6 With regard to clause 7.5 above, any amended terms and conditions published in any media, or on the Telkom Mobile website [www.telkommobile.co.za](http://www.telkommobile.co.za) will form part of the terms and conditions of the Competition, to which terms the entrants agree to be bound.

**7.7 The Promoters shall attempt to contact the winner for a period of 1 (one) week after his or her name is drawn as a winner (5 (five) calls and 2 (two) SMS's per day).** In the event that the winner is either uncontactable (during the time frames stipulated in this clause 7.7) or in the event that the winner rejects, or declines acceptance of the Prize, the Prize shall be subject to a new draw.

7.8 Winners are entitled to win only 1 (one) Prize each.

7.9 The decision of the Promoters in respect of disputes arising out of this Competition shall be dealt with by the Promoters according to these terms and conditions. The decision of the Promoters in this regard shall be final.

- 7.10 The Promoters reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner, and reserves the right to call for such proof as it may deem necessary.
- 7.11 The Promoters shall request that winners consent in writing to their name, image and likeness being used and published by the Promoters in connection with this competition for a period of 12 (twelve) months after they are announced as winners. Winners may decline the use of their name, likeness and image by the Promoters.
- 7.12 By entering this Competition entrants signify their consent to be bound by the terms and conditions contained herein.
- 7.13 All entrants are required to consent to receive various marketing and promotional material from the Promoters. Entrants will be provided with an opportunity to "Opt Out" of receiving such communications, which may be via the relevant medium that such marketing communication was received.
- 7.14 Winners agree that it is an express condition of the Competition that in order to be eligible to redeem the Prize, the winner shall be required to sign the appropriate acknowledgement of receipt of the prize, as well as an indemnity and/or waiver of liability as reflected in these terms.