

Upgrade and Get - Rules

1. This Offering is organised by –Telkom SA SOC Limited – a division of Telkom Group Limited.
2. All Postpaid and Hybrid Data contract subscribers who are eligible for an upgrade on their data contracts qualify for this offering.
3. Excluded from this offer is any employee, and/or immediate family members , director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by Telkom their advertising agencies, advisers, dealers, its affiliates and/or associated companies (“Disqualified Persons”).
4. All participants agree to be bound by these terms and conditions which will be interpreted by the Telkom whose decision regarding any dispute will be final and binding. Telkom reserves the right to amend, modify, change, postpone, suspend or cancel this and any offer, or any aspect thereof, without notice at any time, for any reason which Telkom reasonably deem necessary.
5. The offer commences on 3 November and ends 15 November at 5pm 2016 both days inclusive.
6. Telkom reserves the right, in its sole discretion, to amend these terms and conditions at any time. It remains your responsibility to check these Terms and conditions regularly on the website and/or any other communications’ medium applicable. Once updated on the web, these amended terms and conditions will be deemed accepted by you.
7. These terms and conditions as well as the terms of use governing each of the specific benefits will apply to your participation (“Participation”) in this offer.
8. The offer is subject to promotional availability. Participating Reward Partner venues reserve the right to vary times and offer availability (e.g. Public holidays).
9. These terms and conditions set out the entire agreement between the Participant and Telkom in regard to the subject matter hereof and there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto, upon which the Participants rely in concluding this agreement.
10. Telkom shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This clause constitutes an acknowledgment of fact by the participant. The participant must ensure that he / she reads the above clause carefully and ensure that this statement is true and correct as this will limit your rights to claim that these statements are not true and correct.
11. No extension of time or indulgence which Telkom may grant to the participant shall constitute a waiver of any of its rights, who shall not thereby be precluded from exercising any rights against the participant which may have arisen in the past or which might arise in the future. This clause limits and excludes obligations, liabilities and legal responsibilities which Telkom will have towards the participant and also limits and excludes your rights and

remedies and places various risks, liabilities, obligations and legal responsibilities on the participant.

12. These terms and conditions shall be governed by and interpreted according to the laws of the Republic of South Africa.
13. Any provision in terms and conditions which is or may become illegal, invalid or unenforceable shall, to the extent of such prohibition or unenforceability, be ineffective and treated as having not been written and severed from the balance of these terms and conditions, without invalidating the remaining provisions of these terms and conditions.
14. Telkom and its agencies reserve the right to correct any errors and omissions. These amended terms and conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
15. Telkom its agencies and or rewards partners may refuse to reward the participant if there is suspicion of any irregularities or fraudulent activities.
16. Offering Mechanics:
 - a. Telkom's existing consumers will receive an email outlining details on upgrading or renewing contract and the reward offerings for performing this action,
 - b. Consumer elects whether to upgrade
 - c. Telkom SMS's /emails consumer a unique pin code and a prompt to call the dedicated Concierge Service number to claim a reward,
 - d. The consumer calls the Concierge Service and quotes unique code,
 - e. Concierge Service will send booking forms for the consumer to choose their reward and
 - f. Concierge Service will book and send confirmation of the booking to the consumer/or send their voucher digitally
17. Rewards:
 - a. There are 600 rewards available.
 - b. The participant will be able to choose one of the reward from the list of rewards.
 - c. The rewards are as follows:
 1. 2 x R75 Uber Vouchers
 2. 2 x Nu Metro movie codes and 2 x Popcorn & Soda vouchers
 3. His/her pamper treatments up to the value of R350
 4. Adventure activity for two people to the value of R300
 5. Wellness Voucher to the value of R300
 6. R100 Mr Delivery voucher
18. The following rules relate to all rewards:
 - a. Where applicable, transport to and from the venue is not included in this reward, and is for the participants' own account.
 - b. Unless otherwise specified, the reward recipient will be required to call into the concierge service centre to redeem their reward.
 - c. Photocopied, illegible or defaced vouchers will not be accepted.

- d. Rewards may only be redeemed by the participant who participated in the offer and the reward is not transferable, for sale or re-sale, or redeemable for cash under any circumstance.
- e. Participants will be required to call into the call centre to claim their reward.
- f. Calls made into the call centre are charged at standard share call rates.
- g. Data charges, required for any download and/or use of a reward/benefit, are never included. These charges are for the participant's own account.
- h. The reward and/or voucher is not exchangeable for cash or for sale.
- i. Participating Reward Partner venues and suppliers are all contracted to participate in the Promotion. Telkom, its agents and distributors cannot be held responsible for any subsequently declining acceptance of the Reward and/or voucher for reasons of their own.
- j. The Reward Voucher can only be used once.
- k. All other persons accompanying the Participant will be required to pay the full price, and all future bookings will be charged at the full price.
- l. The Reward Voucher cannot be used in conjunction with any other promotional offers.
- m. Telkom reserves the right to substitute any Reward for a Reward of the same or similar value.
- n. The nature of the reward varies from venue to venue. The Rewards of each venue or supplier are as stipulated by the individual venue and are non-negotiable.
- o. All bookings must be made in advance and using the Call Centre. (This is essential and a pre-requisite for Reward redemption).
- p. The Participant is required to give 7 (seven) days' notice (unless otherwise specified e.g. travel and magazine subscriptions) in order for a booking to be made.
- q. Should the final booking cost of chosen reward be under the total value of the reward, the consumer forfeits the remaining amount.

Reward specific Terms and Conditions.

19. Uber voucher:

- a. This Uber voucher entitles the bearer to 2 x R75 vouchers.
- b. The voucher can only be used for one trip.
- c. Should the trip be less than the value of the voucher the participant will forfeit the rest of the voucher value.
- d. Should the trip be more than the value of the voucher, the participant will be liable to cover the additional cost of the trip.
- e. To use this reward the participant will need to download the Uber app on their smartphone.
- f. Allow for 7 (seven) working days waiting period for vouchers to be delivered.

20. Two Nu Metro 2D movie codes and 2 x Popcorn & Soda voucher:

- a. The movie pin code entitles the bearer to two 2D complimentary movie tickets at participating cinemas.
- b. All other tickets purchased will be for the Participant own account.
- c. Participating cinemas are all contracted to participate in the offer. Telkom, their, agents and distributors cannot be held responsible for any cinema subsequently declining acceptance of the movie voucher for reasons of their own.

- d. Voucher validity is as stipulated on the movie tickets printed at the Self Service Terminal or TicketLine machine
- e. The free popcorn and soda pin code entitles the bearer to two medium popcorn and a medium soda or water voucher, at participating Nu Metro cinemas
- f. All other popcorn, refreshment or confectionary items purchased will be for the Participants' own account.
- g. Participating cinemas are all contracted to participate in the offer. Telkom, their, agents and distributors cannot be held responsible for any cinema subsequently declining acceptance of the popcorn and soda or water voucher for reasons of their own.

21. His/her pamper treatment voucher:

- a. The beauty treatment reward entitles the bearer to one his/her beauty treatment at any of the participating venues to the value of R350.
- b. The nature of the treatments varies from venue to venue. The treatments offered are as stipulated by the individual salon/therapist and are non-negotiable.

22. Adventure activity voucher:

- a. The adventure activity reward voucher entitles the bearer to two adventure activities to the value of R300.
- b. It allows two people a free entrance at any of the participating venues.
- c. The nature of the activities varies from venue to venue. The adventure activities offered are as stipulated by the individual venue and are non-negotiable.
- d. The Participants acknowledges that any adventure activity carries a higher risk of death or injury and indemnifies Telkom in full.

23. Wellness voucher choices:

- a. The wellness reward entitles the bearer to one session to the values of R300 at any of the participating venues. Access to the gym is not included
- b. Wellness activities include, yoga, pilates and dance lessons.

24. Mr Delivery voucher:

- a. The R100 reward food voucher entitles the bearer to use for any of the listed food vendors.
 - i. The coupon is only redeemable on the Mr Delivery app. Once a customer downloads the app, they set their location and select the menu items they wish to order. The app is available in the Western Cape, Port Elizabeth, East London and most parts of Johannesburg.
- b. They can then enter the coupon code as a payment option and the value will be deducted. If there is a remaining balance for the order, they can pay securely using credit/debit card or alternately pay COD.
- c. The voucher cannot be used for multiple transactions.
- d. Should the final order cost be under the total value of the reward, the consumer forfeits the remaining amount.

- e. Allow for 7 (seven) working days waiting period for vouchers to be delivered.
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- 25. To stand a chance of participating in the rewards offering, participants must upgrade to only specified deals with the specified period.
 - 26. Customer will receive communication notifying them of their successful upgrade and a voucher code.
 - 27. The customer will then call the dedicated Concierge Service line to claim their free gift. The customers have until the 30 November to claim their free gift.
 - 28. Should any dispute arise in relation to the interpretation of these offering rules, Telkom's decision shall be final and no correspondence shall be entered into.
 - 29. All participants indemnify Telkom, their advertising agencies, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this offer (including, as a result of any act or omission, whether as a result of gross negligence, misrepresentation, misconduct or otherwise on the part ofs and/or use of the reward.
 - 30. Telkom will require the customer to complete and submit information disclosure agreement and indemnification to enable Telkom to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should any customer refuse or be unable to comply with this rule for any reason, they will then forfeit the associated rewards.
 - 31. Telkom may require the customer be identified, photographed and published in printed media, or to appear on radio and television, when accepting rewards. The customer will be given the opportunity to decline to the publication of their images and to participate in Telkom's marketing material in so far as it relates to the offer.
 - 32. All queries in connection with this offering should be directed to 180 on Customer Care Line.
 - 33. A copy of the offerings rules is available at no cost to the participants and can be downloaded in printable form from www.telkom.co.za.