

TERMS AND CONDITIONS

Join the eSIM Movement Competition

1. INTERPRETATION

1.1. In these Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

1.1.1. **"Competition"** means the 'Join the eSIM Movement' competition undertaken or conducted by the Organiser as detailed in these Terms and Conditions;

1.1.2. **"Competition Banner"** refers to the specific banner displayed on the Mobile Store website which would direct a Customer to the Competition Landing Page;

1.1.3. **"Competition Landing Page"** means the dedicated landing page appearing on Mobile Store's website, in terms of which Competition Participants may gain entry into the Competition – <https://offer.mobilestore.co.za/freedom-calls>;

1.1.4. **"Competition Prize"** means the prize as set out in clause 4;

1.1.5. **"Customer(s)"** means any natural person(s) who has concluded an agreement with Mobile Store, or who engages with the website of Mobile Store for the purpose of browsing through Mobile Store's retail offers, as well as any Competition Participants who participate in the Competition;

1.1.6. **"Data Subject"** shall have the same meaning as is given in section 1 of POPIA and specifically related to any Customer(s), Participants or Third Parties whose Personal Information is being Processed by the Organiser;

1.1.7. **"eSIM"** refers to an embedded Subscriber Identity Module. An eSIM is a digital SIM that allows a user to activate a cellular plan without having to use a physical SIM card;

1.1.8. **"me&you"** means *me&you Mobile*, a Mobile Virtual Network Operator within the Organiser's enterprise that is responsible for the provision of mobile telecommunication services;

1.1.9. **"me&you Subscriber T's & C's"** shall mean the standard subscriber terms and conditions of *me&you*, available at: <https://prd-meandyoumobile-stage.azurewebsites.net/terms-and-conditions>;

1.1.10. **"Mobile Store"** refers to the division within the Organiser's enterprise that is responsible for the retail, promotion, and distribution of mobile-related products, with the following website URL: <https://mobilestore.co.za/>;

1.1.11. **"Personal Information"** shall have the same meaning as is given in section 1 of POPIA;

1.1.12. **"POPIA"** means the Protection of Personal Information Act No 4 of 2013;

1.1.13. **"Processing, Process or Processed"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information including:

1.1.13.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

- 1.1.13.2. dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or
- 1.1.13.3. merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, "Process" has a corresponding meaning.
- 1.1.14. **"Services"** means the various consumer marketing services provided by the Organisers to its Customer(s); and
- 1.1.15. **"Third-Party"** means any third party which provides Services as contemplated herein above.

2. INTRODUCTION

- 2.1. The Competition is organised and managed by Comit Technologies Proprietary Limited being a private company duly incorporated in accordance with the laws of the Republic of South Africa with registration number 2011/005082/07 and with registered office at Quadrant 4, Centenary Building, 30 Meridian Drive, Umhlanga, 4319 including affiliates and subsidiaries (collectively referred to as the **"Organiser/s"**).
- 2.2. The Organisers have put into effect this Competition, in terms of which you (being a **"Competition Participant/s"**) are required, during the Competition Period, to enter the Competition by complying with the entry requirements at clause 3 - which will give you an entry into a random draw to stand a chance to win the Competition Prize.
- 2.3. The Competition is open for entry by all South African residents of 18 years and older with a valid South African identity document or National Identity Card issued by the Department of Home Affairs in terms of the Identification Act, 68 of 1997.
- 2.4. This Competition will run from **13 November 2023** to **13 December 2023**, both dates inclusive (**"Competition Period"**). Any entries received after the closing date will not be considered for the Competition.
- 2.5. Any employee, trainee, director and/or agent of the Organisers, along with any of its partners, their immediate families, life and/or business partners and associates, as well as any person directly involved in the sponsoring, devising, production, management, or marketing of this Competition, are ineligible to participate in this Competition.
- 2.6. Legal entities are forbidden from participating in this Competition. Entries received from business accounts held by legal persons are excluded from participating and winning any Competition Prize.
- 2.7. This Competition will be executed in the Republic of South Africa.
- 2.8. By entering the Competition, all Competition Participants agree to be bound by these Terms and Conditions, which will be interpreted by the Organisers, and the Organisers' decision regarding any issue or dispute will be final and binding and no correspondence will be entered into.

3. COMPETITION ENTRY AND ELIGIBILITY

- 3.1. **Entry Process:** To participate in the Competition, Competition Participants must follow the steps outlined below. The Competition Participant must:
- 3.1.1. Visit the Mobile Store website and click on the Competition Banner, which would then redirect them to the Competition Landing Page;
- 3.1.2. The Competition Participant will need to click the link on the Competition Landing Page that will take them to the *me&you* website where they can sign up for an eSIM from *me&you* for FREE - (meandyoumobile.co.za/free-esim);

- 3.1.3. The Competition Participant will need to follow the process and successfully sign up for a *me&you* eSIM;
- 3.1.4. The Competition Participant would then need to activate their eSIM .
- 3.2. **Entry Completion:** Upon successful completion of the steps outlined in clause 3.1, the Competition Participant will be automatically entered into the draw to stand a chance to win the Competition Prize specified in Clause 4 of these Terms and Conditions.
- 3.3. **Competition Participant Eligibility:** Any omission of the details required above or misinformation supplied and/or found to have been supplied by any Competition Participant renders the Competition Participant ineligible to win the Competition Prize specified in Clause 4 of these Terms and Conditions.
- 3.4. **Competition Winner Selection:** The Organisers will randomly select one competition winner ("**Competition Winner**") to win the Competition Prize.

4. COMPETITION PRIZE

- 4.1. Compliance with the Competition Entry and Eligibility requirements stipulated in clause 3 of these Terms and Conditions will give the Competition Participant an entry into the draw to stand a chance to win:
- 1 x Apple iPhone 14, with 20GB of data** subject to the *me&you* Subscriber T's & C's, to be credited to the Competition Participant's *me&you* eSIM, with a combined approximate value of **R20,599** (Twenty Thousand Five Hundred and Ninety-Nine Rands).
- 4.2. Determination of the Competition Winner will take place by way of random number generator, overseen by the Organisers, which shall take place on or before **15 December 2023**.
- 4.3. 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.
- 4.4. The Competition Prize is not exchangeable for cash and will not be transferable or negotiable.
- 4.5. The Organisers reserve the right to substitute the Competition Prize for an alternative gift of equal or greater value should the Competition Prize not be available for whatsoever reason.
- 4.6. The Organisers will not be liable for any incidental costs and/or expenses which the Competition Participant may incur as a result of claiming and/or utilizing the Competition Prize.

5. SPECIFIC TERMS AND CONDITIONS

- 5.1. The chosen Competition Winner must have complied with these Terms and Conditions to be deemed eligible to claim the Competition Prize.
- 5.2. The Competition Participant will be liable for any loss or damage incurred by the Organisers directly or indirectly as a result the Competition Participant's non-compliance with these Terms and Conditions.
- 5.3. The chosen Competition Winner must be able to verify their identity in a manner determined by the Organisers as sufficient and suitable.
- 5.4. The Competition Winner will have to comply with the validation procedure required to claim the Competition Prize.

- 5.5. The Organisers' decision on any aspect of the Competition, including the way it allocates the Competition Prize, will be final and binding.
- 5.6. The Organisers impose no additional charges for participating in the Competition.
- 5.7. All risks and ownership of the Competition Prize shall pass to the Competition Winner on transfer/delivery thereof and hence all of the Organisers' obligations regarding the Competition shall terminate.
- 5.8. The Organisers will contact the Competition Winner(s) on or before **20 December 2023** via **telephone** or **email**.
- 5.9. 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 Winner to claim the Competition Prize despite having been advised of the results of the Competition will be forfeited.
- 5.10. All risks and ownership of the Competition Prize shall pass to the successful Competition Winner on transfer/delivery thereof and all the Organisers' obligations in regard to the Competition as well as in regard to the Competition Prize shall terminate. The Organisers will not be held liable for any incorrect full name, mobile number and/or email address provided by the Competition Winner.

6. GENERAL TERMS AND CONDITIONS

- 6.1. This Competition is only valid for the duration of the Competition Period specified in these terms and conditions.
- 6.2. The Organisers will use reasonable efforts to contact the Competition Winner telephonically on the contact details or by way of email used to participate in the Competition. The Organisers shall attempt to contact the Competition Winner twice a day for a period of 2 (two) working days after he/she has been verified as a Competition Winner.
- 6.3. Should a Competition Participant not be available on the contact number during the timeframe stipulated in clause 6.2 or reject, forfeit or decline acceptance of the Competition Prize/s, that person's right to the Competition Prize/s will be deemed to have been waived and the Competition Prize/s will be forfeited. The Organisers reserve the right to then award the Competition Prize/s to the next selected entrant following the same process as set out in clause 3.
- 6.4. The Organisers shall not be liable for any technical failures affecting participation in the Competition.
- 6.5. The claim for the Competition Prize will be subject to security and validation (to confirm that these terms and conditions of the Competition have been complied with), failing which the Competition Winner will forfeit the Competition Prize and the Competition Prize will be awarded to the next selected qualifying entrant as determined in clause 3.
- 6.6. If a Competition Winner cannot accept the Competition Prize for any reason whatsoever, the Competition Prize will be awarded to the next selected qualifying entrant.
- 6.7. The Organisers reserve the right to withhold any Competition Prize until satisfied that the claim by the Competition Winner is valid.
- 6.8. ***The Organisers shall request the Competition Winner's 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 Winner. The Competition Winner may decline the use of his/her image and/or likeness by the Organisers.***
- 6.9. The Organisers reserve the right to amend the rules and/or terminate this Competition immediately at any stage, whether required because of changes in legislation, or if required by any national, state or state authority, or within

the sole discretion of the Organisers for any reason (recognized in law). Notice of such termination shall be provided to the Competition Participants by email. In such event, all Competition Participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they will have no recourse against the Organisers whatsoever.

- 6.10. 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 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.
- 6.11. The Organisers reserve the right to extend, reasonably shorten or suspend the period of the Competition 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, on condition that it notifies the Competition Participants in a manner that is expedient according to its best ability.
- 6.12. All Competition Participants indemnify the Organisers, its associated and subsidiary companies, and its directors, officers, and employees, against all claims for any loss or damages, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever from their participation in any way whatsoever in this Competition.
- 6.13. 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.
- 6.14. By participating in the Competition, the Competition Participant confirms acceptance of the Competition Terms and Conditions, as well as the *me&you Subscriber T's & C's*.

7. PERSONAL INFORMATION AND PRIVACY

- 7.1. Competition Participants indemnify the Organisers from any unintentional disclosures of such information to unauthorized persons.
- 7.2. Personal Information collected via the entry for this Competition will be stored for as long as the Organisers are legally required to and in accordance with the Organisers' Privacy Statement (“**Privacy Statement**”).

https://policies.ignitiongroup.co.za/uploads/Data_Privacy_Statement_6db0863242.pdf

- 7.3. Should the Organisers find no legal justification to store and use the collected Personal Information it will only be disposed of in the manner stipulated in the Privacy Statement. Should you believe that the Organisers have utilized your Personal Information contrary to the above and in contravention of data protection laws, you agree to first resolve any concerns with the Organisers.

- 7.4. **The Competition Participant, by entering the Competition, expressly consents to his/her Personal Information to be Processed for the following purposes:**

- 7.4.1. **For the Organisers to onboard the Competition Participant(s) as a Customer(s) as contemplated in terms of these Terms and Conditions, and specifically in terms of the provisions of section 69(3) of POPIA;**
- 7.4.2. **To share the Competition Participant's Personal Information with the Organisers' Customer(s), employees, contractors, agents or affiliates for the purpose of undertaking this Competition;**
- 7.4.3. **To provide or manage any information and Services requested by the Competition Participant in general and in his/her capacity as a Customer of the Organisers;**

- 7.4.4. To establish a Competition Participant's needs, wants and preferences in relation to the Services provided by the Organisers or any other Third Party or Customer(s) with whom the Organisers share the Competition Participant's Personal Information;
- 7.4.5. To facilitate the delivery of the Services and/or Third Party Services to the Competition Participants in their capacity as Customer(s) and/or Data Subjects in general;
- 7.4.6. To allocate unique identifiers to Competition Participants for the purpose of securely storing, retaining and recalling their Personal Information from time to time;
- 7.4.7. To maintain records of Competition Participant's for research and statistical purposes;
- 7.4.8. To transact with Third Parties;
- 7.4.9. To transfer Personal Information/Personal Data to any Third Party and/or Customer(s) in order to enable the Organisers to market their products and/or Services to Competition Participants;
- 7.4.10. To transfer Personal Information to any affiliate(s) so as to enable the Organisers and its Customer(s) to make use of the Services provided by the relevant affiliate(s) and in turn enable the delivery of the Services and/or Third-Party Services to Competition Participants who are considered to be Customers of the Organisers;
- 7.4.11. To transfer Personal Information across the borders of South Africa to other jurisdictions;
- 7.4.12. To carry out analysis and profiling of the Competition Participant; and
- 7.4.13. To identify other products and Services which might be of interest to the Competition Participant and the Organisers' Customer(s) and Data Subjects in general, as well as to inform them of any Third-Party products and Services
- 7.5. The Organisers may from time to time Process Personal Information by making use of automated means (without deploying any human intervention in the decision-making process) to make decisions about the Data Subject or their application. In this instance it is specifically recorded that the Data Subject may object to or query the outcomes of such a decision.
- 7.6. In the event that any Participant wishes to object to the Processing of his or her Personal Information/Personal Data, which right the Participant is at all times entitled to exercise, the Participant must please direct such a request to the Organiser at the following email address DataPrivacy@Ignitiongroup.co.za