

TERMS AND CONDITIONS

Miss South Africa 2017 Public Voting Competition

1. It is important that you understand and agree to these terms and conditions in order for you to participate in the Miss South Africa 2017 Public Voting Competition (the “**Competition**”)
2. All standard terms and conditions of Cell C (Pty) Ltd and Cell C Service Provider Company (Pty) Ltd apply to this Competition.
3. This Competition is organised by Sun International and Cell C (Pty) Ltd (“**Cell C**”), and is open to all active mobile network customers across all mobile networks during the Competition period.
4. For the purposes of this Competition, a “Participant” is any natural person that enters the Competition and accepts the terms and conditions applicable to this Competition. All Participants must be 21 (twenty one) year of age or older.
5. Directors, members, partners, employees or agents of or consultants to Cell C and Sun International, or their sponsorship agency, or spouses, life partners, parents, children, siblings, business partners or associates of such persons, are eligible to participate in the Competition but may not win any of the prizes.
6. Cell C Participants will not be able to use any free or bundled SMSes to participate in the Competition.
7. Cell C Participants who are on a Top Up contract will not be able to use their included monthly value (i.e. allocation of airtime that they receive as part of their contract package) to participate in the Competition. Top Up customers will have to recharge with prepaid airtime in order to enter and participate in the Competition.
8. The Competition will run from midnight on 07 February 2017 to 23:59:59 on 17 March 2017 (“**the Competition period**”). Votes that are received outside of the Competition period will not be counted towards the Public Voting Competition.
9. You understand that all information (including these terms and conditions) relating to this Competition which is published on all relevant digital platforms (Miss SA website, Miss SA section of the Cell C website, Cell C Mobisite and the Sun International website) at any time before or during the Competition period, will form part of the terms and conditions of entry.
10. Cell C and Sun International reserves the right to withdraw this Competition at any time before the Competition period is over, in its absolute and sole discretion, on notice to you.
11. Cell C and Sun International accepts no responsibility whatsoever, including but without limitation, for any error, omission, interruption, defect and/or delay in operation or transmission, or communication line failure, during the Competition period.
12. This Competition is not open to Mobile Virtual Network Operators (MVNO) channel partners’ and Community Service Telephone (CST) customers.

1. How to enter and register for the Competition

1. A Participant can enter the Competition by sending an SMS with the key number of their favourite Top 12 finalist, to the short code number 45791.
2. A Participant may vote for more than one of the Top 12 finalists.
3. A Participant is allowed a maximum of fifty (50) votes per finalist during the competition period.
4. A Participant will be charged for all messages sent to the short code, even if they exceed the 50 maximum votes per candidate.
5. All SMSs sent to this short code number are charged at R1.50 (one Rand and fifty cents) per SMS including VAT. Participants will not be able to use any free or bundled SMSs to participate in the Competition.
6. Once a Participant casts their vote for their favourite Top 12 finalist, they will receive a response message back confirming their successfully counted vote towards the Competition. This response message is free of charge to the Participant.
7. Participants are not allowed to use devices or machines that automatically send SMSs or automate/facilitate the answer process or any other alternative of sending SMS, other than a mobile phone (the use of any GSM modems attached to a computer or mobile phones attached to a computer is also prohibited).
8. Cell C reserves the right to disqualify any Participant who Cell C suspects, or is found to be using any prohibited devices or mechanisms to achieve more/higher votes, or found to be in breach of any of these terms and conditions.
9. The results of the Competition will not be communicated to the public during the course of the Competition period until the Top 12 Finalists are announced.

2. Prizes

1. The public's SMS votes will have a 25 percent weighting of the overall voting towards the winner, with 75 percent resting with the official judges.
2. Participants, who vote in the Competition, stand a chance of winning one of 5 (five) VIP weekends at The Palace at Sun City. The prize includes VIP tickets to attend the Miss South Africa 2017 Pageant live at the Sun City Superbowl on the 26th of March 2017 including accommodation on the 25th and 26th of March at The Palace. The prize excludes travel and transfers to and from Sun City.

3. Charges

1. Any opt-out SMS (keyword "STOP") sent to the short code number 45791 is free of charge.

2. Each SMS sent to the short code number 45791 is billed at R1.50 (including VAT). This charge applies even if the response message sent is incorrect, invalid or blank.
3. This Voting Competition is not open to customers' who vote outside of the Republic of South Africa.

4. Draws and awarding of prizes

1. Participants, who vote in the Competition, stand a chance of winning one of 5 (five) VIP weekends at The Palace at Sun City. The prize includes VIP tickets to attend the Miss South Africa 2017 Pageant live at the Sun City Superbowl on the 26th of March 2017 including accommodation on the 25th and 26th of March at The Palace. The prize excludes travel and transfers to and from Sun City.
2. Cell C and Sun International reserves the right, at any time before any of the draws take place, to change the dates and/or places that the draws will occur. Participants will not have a claim against Cell C and Sun International in this event.

5. If you are a winner

1. You will be contacted by Cell C and Sun International's authorised agent on behalf of Miss South Africa. All winners will be contacted on the mobile number (MSISDN) used to participate in the Competition.
2. Winners must confirm that they are the legal owners of their mobile number and that they are entitled to the prize and provide and complete all the necessary documents and provide a copy of their identity document (ID book, ID card, passport or drivers licence) required by Cell C and Sun International. If you are selected as a winner and you are not the legal owner of the mobile number, you will need permission in writing, to Cell C and Sun International's satisfaction, from the legal owner to claim the prize. If not, the prize will be awarded to the runner up. The decision to grant the prize in such an instance will be at the sole discretion of Cell C and Sun International.
3. If a winner cannot be contacted on the draw date, or a notified winner refuses the prize or does not provide the necessary documentation within 24 (twenty four) hours of notification, Cell C and Sun International will contact the runner-up. The prize is then forfeited by the initial winner. The same rule shall apply to the runner-up from date of notification, if required documents are not provided within 24 hours. Neither the winner nor any runner-up's will have any claims against Cell C in this regard.
4. If a winner uses abusive language to a Cell C or Sun International agent or staff member, the Cell C and Sun International agent or staff member reserves the right to terminate the telephone call, and in this case the prize will be given to the runner-up winner.
5. Prizes are not refundable and cannot be exchanged for cash.
6. Cell C and Sun International undertakes to ensure that an independent accountant, registered auditor, admitted attorney or commissioner of oaths oversees the Competition and this will be reported on Cell C and Sun International's internal audit reporting procedures.

7. Cell C will never send you an SMS requesting that you call Cell C. All prize winners will be contacted by a Cell C agent via a phone call only.
8. Messages related to the Competition will come from the number 45791. Do not call or give out your personal information to any SMS (with the exception of the above) purporting to be from Cell C.
9. If you are winner, Cell C and Sun International may request your permission (which you are entitled to decline) in order to publish your name and photograph, at no cost to you, for any advertising, promotional, print, point of sale or public relations material for a period of 12 (twelve) months from the end of the Competition period.
10. All Participants and winners indemnify Sun International and Cell C, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from its participation in this Competition. Prior to awarding any prize, Cell C and Sun International may require you, as a winner, to sign such an indemnity.
11. Cell C and Sun International cannot be held liable for the interception or loss of your personal information while transmitted, stored or processed across the internet, including social media sites, and assumes no liability for any such interception or loss.
12. User data collected via the Competition will not be used for any other purpose than for the Competition.
13. It is important that you understand that all Participants take full responsibility for all costs incurred by partaking in the Competition.
14. Cell C and Sun International may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you, and the amended version will be displayed in the same media as these terms and conditions. By participating or continuing to participate in the Competition, you agree and understand that you will be bound by the amended terms and conditions.
15. Cell C and Sun International are under no obligation to inform you if you have been disqualified for breach of any condition(s) specified herein.
16. Cell C and Sun International has the right to investigate any mobile number or customer that it regards as suspicious.
17. Cell C and Sun International indemnifies the Broadcaster channel of Miss South Africa (Mnet, DSTV and Mzansi Magic), its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from its association with this Competition