

Telkom “Black Friday Promo” Promotion –Terms and Conditions

Please read these terms and conditions (“Terms and Conditions”) carefully. Participation in this promotional offer will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this promotional offer.

All participants during the term of this agree to be bound by the following terms and conditions:

1. Promotion:

1.1 Telkom "Black Friday promo" Promotion (the "Black Friday promo" Promotion). The "Black Friday promo" Promotion Terms and Conditions should be read together with the Telkom SA SOC Ltd, standard Terms and Conditions which can be located on www.telkom.co.za.

2 Promotion Period:

2.1 The "Black Friday promo" Promotion will only be available online and commences at 00h00 on 24 November 2017 and will expire at 11h59 on 26 November 2017 (the "Promotion Period").

2.2 The duration of the Promotion may be extended or curtailed at the discretion of the Telkom.

2.3 This promotion is only available online and not available in any of the other Telkom sales channels.

2.4 Black Friday Promotion is valid while stock lasts.

3 Who is eligible to receive the offer:

3.1 The “Black Friday promo” Promotion is applicable to all new and existing customers, who submit new contract applications for the pre-selected Black Friday deals, via the Telkom website - www.telkom.co.za on 24 November 2017 to the 26 November 2017.

3.2 All eligible customer applications, will be credit vetted and depending on the credit vetting results should subsequently, be duly approved.

3.3 All participants must:

- a) be citizens of the Republic of South Africa and/or a legal resident of the aforesaid country;
- b) be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period;
- c) be a natural person and be at least 18 (eighteen) years old at the date of the commencement of the Promotion Period.

4 Black Friday Promotion;

4.1 Selected Black Friday deals.

5 Terms of Delivery:

- 5.1 Delivery of the Offer will occur within 4 (four) weeks of receipt of confirmation of the participant's delivery details that have been supplied by the applicant.
- 5.2 Failure to supply the delivery details will result in a delay in the delivery of the devices linked to the specific deal.
- 5.3 The participant will be required to present a valid South African identity document at the time of delivery of the devices.
- 5.4 Deliveries will only be made within the borders of the Republic of South Africa.
- 5.5 Deliveries will occur from Monday to Friday during regular office hours (08h00 to 17h00) and no deliveries will be made on public holidays or over the weekends.

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 hereby indemnifies the Telkom 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 Telkom 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 3rd party applications will not be monitored or controlled by the Telkom. 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 Telkom from all liability arising from whatsoever nature.

7. General:

- 7.1 Participation in the "Black Friday promo" Promotion as well as any benefit awarded in terms of the "Black Friday promo" Promotion are subject to these Terms and Conditions.
- 7.2 Telkom SA SOC Ltd reserves the right to amend and / or cancel the "Black Friday promo" Promotion Terms and Conditions, upon such notice published on its website: www.telkom.co.za.
- 7.3 The decision of Telkom SA SOC Ltd in respect of disputes which may arise out of the "Black Friday promo" Promotion will be dealt with by Telkom as per these Terms and Conditions and in its sole discretion.
- 7.4 All customers indemnify Telkom SA SOC Ltd and their directors, officers, employees and agents, against all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever about their participation in any way whatsoever in the "Black Friday promo" Promotion.

- 7.5 Customers may contact the Telkom Customer Care Centre at the following number 081 180 for further information, in this regard.
- 7.6 By participating in this Promotion all participants give their consent to receive various marketing and al material from Telkom. 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.
- 7.7 No portion of the offer can be amended, transferred or cancelled.
- 7.8 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 Telkom, including but not limited to technical difficulties, unauthorized intervention or fraud, the Telkom reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to decline any application; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities (if required).
- 7.9 The Telkom accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Offer owing to, but not limited to, stock unavailability, strike, lock out, destruction of the Offer on route to winner by any means, 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, earth quake or other acts of God.
- 7.10 If any part or all clauses of these Terms and Conditions is illegal, invalid or unenforceable. 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.
- 7.11 Telkom reserves the right to vary these terms and conditions at any time, without notice or reason. Such changes will be posted on the Telkom website and will be deemed to have been accepted by you if you continue using the services. The obligation therefore is on you to review these terms and conditions at regular intervals.

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