

1. This promotional competition ("Competition") is organized and run by Telkom SA SOC Limited ("Telkom") and Sony Mobile Communications AB ("Sony"), including its affiliates, partners, associations and agents ("Organizers"). The Competition is open for entry by all South African residents of 18 years and older with a valid South African identity document, except employees of the Organizers and its, advertising and/or promotion agencies, outlet owners, retailers and wholesalers that form part of the Competition and their immediate families. The Competition is not open for entry by or on behalf of a legal entity. The Competition will be executed in the Republic of South Africa.
2. By entering the Competition, all participants agree to be bound by these terms and conditions, which will be interpreted by the Organizers and the Organizers' decision regarding any issue will be final and binding and no correspondence will be entered into.
3. This Competition will run between 15 August 2016 and 30 September 2016, both dates inclusive, whilst stocks last.

#### **4. Prizes**

##### 4.1 The prizes for this Competition consist of:

- 4.1.1 one Sony PlayStation 4
- 4.1.2 one Sony Smart watch 3
- 4.1.3 one Sony Bluetooth headset and
- 4.1.4 one set of double movie tickets.

##### 4.2 To enter this Competition, a participant is required to:

- 4.2.1 purchase a Sony Xperia X or a Sony Xperia XA or a Sony Xperia E5 on a Telkom mobile postpaid or hybrid contract, or
- 4.2.2 Upgrade to a Sony Xperia X or a Sony Xperia XA or a Sony Xperia E5 on a Telkom mobile postpaid or hybrid contract.

- 4.3 Participants can only enter this Competition by purchasing a Sony Xperia X, a Sony Xperia XA, Sony Xperia E5 at any Telkom store.
- 4.4 Entries which are unclear, contain errors or are received from disqualified Persons will be declared invalid.
- 4.5 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.
- 4.6 The prize is not exchangeable for cash, and will not be transferable or negotiable
- 4.7 Sony reserves the right to substitute the prize for an alternative prize of equal or greater value should the prize promoted not be available due to unforeseen circumstances.
- 4.8 Entrants must be active on the Telkom network and on a device listed in clause 4.2 above at the time of the draw.

#### **General**

5. Sony reserves the right to select an alternative winner in the event that they believe, in their sole discretion, that the winner has contravened any of these terms and conditions. Telkom and Sony's decision shall be

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final and no correspondence will be entered into.

6. The winner will be selected by a random draw.
  - 6.1 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 or in the event that the winner rejects, or declines acceptance of the Prize, the Prize shall be subject to a new draw.
7. By accepting these terms and conditions, the winner agrees that Sony may but will not be obliged to publish the winner's name, surname and images, including photographs, on, amongst other things, Sony's Social Media Platforms without any liability accruing to Sony or remuneration due to the winner, unless the winner specifically informs Sony that he/she does not want his/her name and/or surname and/or image to be published on Sony's Social Media Platforms.
8. The competition terms and conditions will be published on the [www.telkom.co.za](http://www.telkom.co.za) and [www.sonymobile.com/za](http://www.sonymobile.com/za) websites.
9. The Competition, its prize, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition, and will be applied and interpreted at the sole discretion of Telkom and Sony. Such altered terms and conditions and/or prize shall become effective immediately after being altered or on such date as may be determined by Sony. No participants shall have any recourse against Sony as a result of the alterations of the terms and conditions and/or a prize.
10. Sony reserve the right to extend, reasonably shorten or suspend the time 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 participants in a manner that is expedient according to its best ability.
11. Sony reserve the right to amend the rules and/or terminate this Competition immediately at any stage, whether required as a result of changes in legislation, or if required by any national, provincial or municipal authority, or within the sole discretion of Sony for any reason whatsoever. Notice of such termination/amendments shall be published on Facebook. In such an event, all 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 Sony whatsoever.
12. All participants and the winners indemnify Sony, Telkom, its associated and subsidiary companies, and its directors, officers and employees, against any and 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.
13. Sony and its affiliates are not responsible for any competition entries which are not received by Sony, its affiliates and promoters, whether timeously or at all, regardless of the cause thereof. Without limitation, Sony or its affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone line or any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
14. All participants acknowledge that it is their responsibility, as a participant, to ensure that any information which are provided in respect of the competition, is accurate, complete and up to date.
15. Any cost or expenses which a participant may incur other than in respect of those items specifically included in a price are for their own account. Sony, Telkom, its associated and subsidiary companies will not be responsible for any costs or expenses incurred during and for the purpose of the participant entering the

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competition or their acceptance and/or use of the prize.

16. South African law shall govern these Competition rules and the courts of South Africa shall have exclusive jurisdiction.