

## IGNITION GROUP GENERAL PROMOTION TERMS AND CONDITIONS

### 1. Interpretation

1.1 Each Ignition Group Promotion will be governed by the terms and conditions set out in:

1.1.1 These General Promotion Terms and Conditions; and

1.1.2 The Promotion Schedule.

1.2 In the event of a conflict between the provisions of the Promotion Schedule and the provisions of the General Promotion Terms and Conditions, the provisions of the Promotion Schedule shall take precedence.

1.3 In these General Promotion Terms and Conditions, and to the extent that they apply in respect of the Promotion Schedule, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

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

1.3.2 **"Ignition Group"** means Ignition Telecoms Investments (Proprietary) Limited including its affiliates and subsidiaries, as specifically referred to in the Promotion Schedule.

1.3.3 **"Organiser(s)"** refers to the Ignition Group entity (being an affiliate or subsidiary), which organises and manages the Promotion, as specified in the Promotion Schedule;

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

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

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

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

1.3.6.2 dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or

1.3.6.3 merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, (**"Processed"** and **"Processing"** shall have a corresponding meaning);

1.3.7 **"Promotion"** refers to the promotion specified in the Promotion Schedule, and in respect of which these General Promotion Terms and Conditions are applicable;

1.3.8 **"Promotion Benefit(s)"** shall refer to the benefit granted in terms of the Promotion, as specifically defined in the Promotion Schedule;

1.3.9 **"Promotion Participant(s)"** shall refer to the participants in respect of the Promotion, as per the meaning ascribed in the Promotion Schedule;

1.3.10 **"Promotion Period"** shall refer to period over which the Promotion will run, as specifically defined in the Promotion Schedule;

1.3.11 **"Promotion Schedule"** refers to the schedule detailing the particular Promotion, and the specific terms, conditions and Promotion Benefits stipulated therein;

1.3.12 **"Third-Party"** means any third party which provides Services as contemplated herein above;

1.3.13 **"Services"** means the various consumer marketing services provided by the Organisers to its Customer(s);

## 2. Introduction

- 2.1 The Promotion is organised and managed by the Organiser specified in the Promotion Schedule.
- 2.2 The Promotion is open for entry by all South African residents of 18 years and older with a valid South African identity document or Smart Card.
- 2.3 By entering the Promotion, all participants agree to be bound by these General Promotion Terms and Conditions, read with the Promotion Schedule, which will be interpreted by the Organisers, and the Organisers decision regarding any issue will be final and binding and no correspondence will be entered into.
- 2.4 The Promotion Period is specified in the Promotion Schedule.

## 3. Claiming the Promotion Benefit

- 3.1 The Organisers will conduct a verification exercise to authenticate whether the Promotion Participants have complied with the Promotion criteria as stipulated in the Promotion Schedule. Once successfully verified and authenticated, the Promotion Participants will receive their Promotion Benefit.
- 3.2 All Personal Information of the Promotion Participants will be strictly made use of in line with the Promotion and will be stored in a secure repository and not transferred to any Third-Party. For further information, please refer to the Organisers' Privacy Statement:

[https://policies.ignitiongroup.co.za/uploads/Data\\_Privacy\\_Statement\\_6db0863242.pdf](https://policies.ignitiongroup.co.za/uploads/Data_Privacy_Statement_6db0863242.pdf)

## 4. General Terms and Conditions

- 4.1 The Promotion is valid for the Promotion Period only.
- 4.2 The Promotion Period may be extended or reduced at the discretion of the Organisers.
- 4.3 The Promotion, the Promotion Benefit, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time and will be applied and interpreted in the sole discretion of the Organisers. Such altered terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Organisers. No Promotion Participants shall have any recourse against the Organisers as a result of any alterations of the terms and conditions.
- 4.4 The Organisers reserve the right to extend, reasonably shorten or suspend the time period of the Promotion 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 their sole discretion, on condition that the Organisers notify the Promotion Participants in a manner that is expedient according to its best ability.
- 4.5 The Organisers reserve the right to amend the rules and/or terminate this Promotion 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 the Organisers for any reason (recognised in law). Notice of such termination shall be published on the Organisers website, or as specified in the Promotion Schedule. In such event, all Participants waive any rights that they may have/purport to have in terms of this Promotion and acknowledge that they will have no recourse against the Organisers whatsoever.
- 4.6 In the event of a dispute in regard to any aspect of the Promotion and/or the General Promotion Terms and Conditions and/or the Promotion Schedule, the Organisers' decision will be final, and binding and no correspondence will be entered into.
- 4.7 All Promotion Participants indemnify the Organisers, their associated and subsidiary companies, and their directors, officers and employees, against any and all claims for any loss or damages, whether direct, indirect,

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consequential or otherwise, arising from any cause whatsoever from the Promotion Participants participation in any way whatsoever in this Promotion.

- 4.8 By participating in this Promotion, you agree to all the Promotion terms and conditions set out above, and in the Promotion Schedule, without exception.
- 4.9 Any violation of these rules will result in the immediate disqualification of the transgressing Promotion Participant from the Promotion.
- 4.10 South African law shall govern these Promotion rules and the courts of South Africa shall have exclusive jurisdiction.
- 4.11 All legal notices are to be sent to: [legal@ignitiongroup.co.za](mailto:legal@ignitiongroup.co.za) for the attention of Group: Chief Legal Officer - Craig G Lawrence.