

Netflix Promotion Terms and Conditions

1. The How to Claim instructions form part of these Terms and Conditions. By entering into the Netflix Promotion (the "Promotion"), participants agree to be bound by these Terms and Conditions.
2. The Promotion is promoted by Telkom SA (the "Promoter").
3. This Promotion cannot be redeemed in conjunction with any other promotion.
4. Participants must purchase a qualifying Telkom service between after the start of the promotion, a list of qualifying Telkom products for this promotion can be found at www.telkom.co.za.
5. Access to a computer or other device that streams from Netflix (manufactured and sold separately) and broadband internet connection are required in order to benefit from the Promotion and to watch instantly. Further details on these requirements can be found at www.netflix.com/TermsOfUse.
6. A qualifying participant shall receive a 3 month subscription of Netflix Standard plan, which is worth R417. The plan offers unlimited TV shows and movies from Netflix on two devices at a time in High Definition (HD). This plan also lets you download titles to phones or tablets.
7. Participants must redeem the voucher on the www.telkom.co.za. New subscribers must sign up to Netflix. At the end of the 3 month gift period, Netflix will ask new subscribers whether extending the subscription via e-mail or pop-up on Netflix service and if new subscribers don't want to extend service any more, it will be automatically cancelled if the customer select to do so. Customers can cancel their subscription renewing at any time. For details please visit www.netflix.com/TermsOfUse.
8. For the existing subscribers, the voucher value R417.00 will be added to your account once the voucher code is redeemed. Customers will need to switch to plans at www.netflix.com/changeplan. At the end of the 3 month gift period, the Netflix subscription shall be taken immediately to the previous service plan that subscribers had before. Customers can cancel their subscription renewing at any time. For details please visit www.netflix.com/termsfuse.
9. The Netflix voucher codes must be redeemed by 31 March 2019.
10. The Promotion is only open to legal residents of South Africa aged 18 or over.
11. Only one voucher code per product will be redeemed for this promotion.
12. If participants return their qualifying Telkom products after purchase, the redeemed Netflix voucher will be voided so that customers don't have to return anything for Netflix voucher.
13. The remainder of the Netflix 3 month subscription shall be lost if the subscriber cancels the subscription before the expiry of the relevant period. No refund shall be provided. This does not affect a participant's statutory rights.
14. Use of Netflix voucher codes is governed by the Netflix Terms and Conditions. For more information please visit: www.netflix.com/TermsOfUse.
15. The Promoter reserves the right, at any time, to verify the validity of claims and participants (including a participant's identity, age and place of residence) and to disqualify any participant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If for any reason a participant does not take the reward or an element of the reward by the time stipulated by the Promoter, then the reward or that element of the reward will be forfeited.
18. If the reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with an offer to the equal or greater value and/or specification at any time.
19. Subject to applicable law, there are no cash alternatives in whole or part. All voucher codes issued under this Promotion are not transferable or exchangeable (including for Netflix Gift Subscriptions) and cannot be taken as cash. Subject to the foregoing, you may apply the value of the offer to a different plan, or other services offered by Netflix, but if you do so, the duration of the offer may be affected. Please visit www.netflix.com/TermsOfUse for details.
20. 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 Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the internet service provider used.
22. The Promoter reserves the right to cancel this Promotion Terms and Conditions without incurring any liability.
23. Except in the case of death or personal injury arising from its negligence or in respect of fraud and so far as is permitted by law, the Promoter (including its associated companies, officers, employees and agents) exclude responsibility and all liabilities arising to participants or otherwise under the Promotion; whether indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or offer that is late, lost, altered or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a claimant; or (e) use of the reward. The Promoter (including its associated companies, officers, employees and agents) shall not be liable for any postponement, cancellation,

delay, changes to the Promotion or failure to fulfil this offer where such failure is caused by any supervening event of force majeure, meaning any event(s) outside the reasonable control of the Promoter (including without limitation the act or default of any third party supplier).

24. Where applicable, any data collected during the course of the Promotion will be processed and stored wholly in accordance with applicable data protection laws and regulations. If you provide your consent, you agree that the Promoter may use the details you give us to contact you about each of our products and services.
25. This Promotion, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Republic of South Africa. Participants irrevocably agree that the courts of the Republic of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Promotion.