

1. Telkom offers this policy subject to the applicable policy terms and conditions offered by Old Mutual.
2. The Customer acknowledge and understand that Telkom cannot change or offer different/alternative policy terms and conditions to the Customer than the one offered by Old Mutual in terms of this application.
3. By accepting this funeral cover policy, all customers agree to be bound by these terms and conditions, which will be interpreted by Telkom and Telkom's decision regarding any issue with the funeral cover policy will be final and binding and no correspondence will be entered into.
4. Telkom and its affiliates are not responsible for any notice of acceptance of the funeral cover policy which is not received by Telkom, its affiliates and promoters, whether timeously or at all, regardless of the cause thereof. Without limitation, Telkom or its affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems (this clause will include and apply to any Telkom owned property used by the candidate for the purpose of this Competition).
5. You acknowledge that it is your responsibility, as a participant, to ensure that any information which you provide in respect of this offer for the funeral cover policy is accurate, complete and up to date.

You further acknowledge that any information provided in terms of this offer for funeral cover policy is provided voluntarily as indicated in terms of the opt-in options available when accepting the offer, and Telkom is hereby indemnified from any responsibility and liability resulting from a claim of infringement of privacy or contravention of the Protection of Personal Information Act in relation to use of your personal information provided to Old Mutual.

6. Any costs or expenses which you may incur other than in respect of those items specifically included in the funeral policy cover are for your own account. Telkom will not be responsible for any costs or expenses which you, or other person (if applicable), incur during and for purposes of your acceptance and/or use of the funeral cover policy.
7. Telkom does not make any representations or give any warranties, whether expressly or implicitly, as to the funeral cover policy, and in particular, but without limitation, makes no representations and gives no warranty that the funeral cover



## Funeral Cover Policy Terms and Conditions

policy is not transferable and may not be deferred, changed or exchanged for any other item.

8. You may not qualify for the funeral cover policy if it is unlawful for us to supply such a funeral cover policy to you or you have directly or indirectly been engaged in corrupt, fraudulent or unfair practices in the use of the Telkom product and/or services.
9. Your acceptance will be disqualified if your use of the Telkom services and/or products which in Telkom's sole opinion may be regarded as unlawful and/or depicting any type of discrimination prohibited by the law.
10. You must possess whatever documents and permissions that may be required in order to register the funeral cover policy, in the event that you qualify and accept the offer.
11. Telkom and its affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the offer for a funeral cover policy or the acceptance and/or use by you, or any other person (if applicable), or by any action taken by us or any of our affiliates in accordance with these terms and conditions.
12. For purposes hereof, "affiliate" means our partners, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.
13. These terms and conditions will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
14. Telkom reserves the right to amend these Standard Terms and Conditions for the funeral cover policy at any time and it will be available on [www.telkom.co.za](http://www.telkom.co.za).