

## **Battle Up Terms of Service**

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

The terms of this agreement ("Terms and Conditions") govern the relationship between you and Vodacom (Pty) Ltd and its affiliates (hereinafter "Vodacom" or "Us" or "We") regarding your use of Battle Up and related features (the "Battle up service / Service"). Use of the Service is also governed by [Privacy Policy](#) which is incorporated herein by reference.

### **Your Acceptance of these Terms and Conditions**

Please read these Terms and Conditions carefully before using Battle Up Service or submitting information through the Service. By using the Service or submitting information through the Service, you are agreeing to these Terms and Conditions. If you do not agree, please do not use this Service or submit any information through the Service. We recommend that you print a copy of these Terms and Conditions and the associated [Privacy Policy](#) for your records. We reserve the right, at any time, to modify and update these Terms and Conditions from time to time by posting such updated Terms and Conditions, so please check back periodically. Any such updates shall apply to you and your use of the Service and by continuing to use the Service, you shall be deemed to have accepted such changes.

### **Service description**

"Battle up" (also referred to as the "Service") is a quick, truly fun, and engaging game with full of prizes. Users can show off their knowledge while they play with an opponent, having as a target to collect as much diamonds as they can and increase their chances to win amazing prizes. Note that if the availability of a real opponent is not within a reasonable timeframe, then a virtual opponent will be used to accommodate the User and offer a smooth user experience. The service is available to Vodacom customers only.

The Service is accessible via mobile friendly web portal (HTML5) with SMS content.

### **Registration and Cancellation of Battle Up Service**

To subscribe to Battle Up Service you must send one of the valid subscription keywords ('OK', 'Yes') to the dedicated SMS long code (MSISDN), or dial \*132\*12# USSD string. Upon confirming your subscription to the Battle Up Service, you will receive a confirmation SMS from the dedicated SMS long code MSISDN, along with instructions to participate in the Service, access to the web portal (HTML5), pricing information and indications to cancel the subscription.

Users can cancel their participation to the Battle Up Service at any time, by sending a free SMS with the cancellation keyword CANCEL to the respective dedicated SMS long code (MSISDN) or by dialing \*135\*997# and selecting option1. Subscribers who join the Battle Up service are considered Users of the Service until they cancel their subscription.

A Subscription can also be cancelled at the sole discretion of Vodacom, in the event of a clear expression of non-interest in participating in the Service is demonstrated by a User (after subscription), via SMS communication (e.g. the User sending an SMS message reporting "*I do not want to participate*").

Users who cancel their subscription can re-register at any given time by sending the defined registration keyword(s) to the dedicated long code.

The service is not available to roaming users.

## **Subscription Charges of the Battle Up Service**

### **DAILY SUBSCRIPTION**

At launch, each customer will be offered a free 1 day trial period for the Battle Up Service upon completing registering for the Service. Customers will be able to fully access the Service content during the trial period. This free 1 day trial period is only available once for each customer, from the date users first confirm their subscription. Customers will be notified that billing will commence from the next day. At this point, Users can opt out from the Service or continue to the billing model from day 2 onwards.

The Service is then available on a daily subscription basis. The daily subscription charge for the Battle Up Service is ZAR 5,00/day (incl. VAT). Every day, Users are charged via the daily billing cycle that runs while a subscription is active.

In the event that we are unable to bill for the full subscription fee due and payable, we will implement micro-billing at our own discretion. Micro billing occurs when a user that is interested in the web portal offerings but does not have sufficient funds in their accounts (airtime balance) to complete that request.

How this will work is as below:

- A. When the user attempts to purchase the R5/day subscription and their airtime balance is:
  - Less than R5 but more than or equal to R4, the user will be charged R4
  - Less than R4 but more than or equal to R3, the user will be charged R3
  - Less than R3 but more than or equal to R2, the user will be charged R2
  - Less than R2 but more than or equal to R1, the user will be charged R1
  - Less than R1 but greater than or equal to R0.75 the user will be charged R0.75
  - Less than R0.75 but greater than or equal to R0.50, the user will be charged R0.50
  - Less than R0.50 but greater than or equal to R0.25, the user will be charged R0.25
- B. Users will be notified via SMS each time they are billed through micro-billing until the full amount is collected. If we are successful in billing an amount, in part or in full for the end of the day that billing record will stand as the completed billing record for that particular period. Billing for the next period will revert back to attempting to bill the full daily price as stated for the daily subscription. Billing does not occur in arrears.
- C. In the event that you are a Vodacom prepaid or top-up subscriber, you acknowledge that you must have enough airtime available for payment of the subscription to keep it in an active state. You acknowledge that in the event that we are unable to bill any valid value for your subscription (in full or in part), we will continue to attempt to bill and may enable the subscription for a maximum period of 90 days after the last successful bill collected. In that period you will still be able to access the Service but will not be able to play. Should we be unable to collect any funds for 90 consecutive days, you will be automatically unsubscribed from the service.

Please note that additional data/network charges may apply

### **Intellectual Property**

All intellectual property rights, including all rights, title and interest in and to the Service and content, of whatsoever nature existing now and, in the future, remain our absolute property and that of our licensors.

The use of any content, branding or intellectual property rights of Vodacom or third-party suppliers is subject to written consent in advance. You must not use the Service or the content in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of our rights (including, without limitation, Intellectual Property Rights), or the rights or Intellectual Property Rights of our licensors or any third party.

You will not, at any time, acquire any rights, title, ownership or interest, including any Intellectual Property Rights, in or to the Service other than the limited, non-exclusive, non-transferable and revocable license to use the Service in accordance with these terms and conditions.

Where any of the content in the Service has been licensed to Vodacom or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.

### **Electronic Communications**

By accessing the Battle Up Service web portal on a desktop computer or mobile device, or interacting with the Service via SMS, you consent to receiving electronic communications and notices from the Battle Up Service. The Service Provider or the Organizer may also send you electronic communications and notices promoting their own similar services. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements and/or consumer protection laws, including that such communications be in writing.

### **Your conduct**

By using the Battle Up Service, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Battle Up Service. You also agree not to interfere, abuse and/or cause damage to the servers or networks, including third party networks, connected to the Battle Up Service or to violate any of the procedures, policies or regulations of networks connected to the Battle Up Service, the terms of which are incorporated herein. You also agree not to: (1) impersonate any other person while using the Battle Up Service; (2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Battle Up Service (3) use the Battle Up Service for any unlawful purpose; or (4) resell or export the software associated with the Battle Up Service.

### **Personal information we collect about you**

In order to enable you to make use of the Service and provide the service through the application, Battle Up collects the below information about you:

- MSISDN (Mobile Number) – This is used to manage and provide the service, to authenticate the user via OTPs (one time PINs)/password, and to subscribe and bill the user as it relates to the service provision;
- Information on how you use the service, such as the date, time and length of your usage
- Consent management – this is used to obtain permission for:
- Subscription and billing for the service
- Sending related messages to you

We might also use cookies (small text files stored in your browser) and other techniques such as web beacons (small, clear picture files used to follow your movements on our website). These collect information that tells us how you use our websites, web-related products and services.

This, in turn, helps us make our website relevant to your interests and needs. We may use a persistent cookie (a cookie that stays linked to your browser) to record your details so we can recognize you if you visit our website again. See the next section for more details.

You can choose to refuse cookies, or set your browser to let you know each time a website tries to set a cookie.

Personal information we collect about you - We collect your personal information when:

- You subscribe to the service;

- You use the service.
- Vodacom will process your personal information based on:
- Vodacom's obligation – to provide you with the service you have asked for;
- Vodacom's legitimate business interests – when it comes to developing and improving the service to gain insights through app analytics;
- Your communication preferences.

### **Third Party Offers**

The Battle Up Service may contain links to third party websites or programs that are not controlled by or affiliated to Vodacom and/or its appointed service provider for this Service. Vodacom is not responsible for the content, offers or privacy policies of such sites and programs. Your dealings with third party sites are solely between you and the applicable third party.

### **Use of Information Submitted**

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others. Vodacom may reject or delete any User content for any or no reason, including, but not limited to, User content that at the sole discretion of Vodacom, violates these Terms of Service.

You hereby grant Vodacom an irrevocable, perpetual, transferable, fully paid-up, royalty-free, license (including the right to sublicense and assign to third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, your User content, as well as, all modified and derivative works thereof in connection with our provision of the Service, including marketing and promotions of the Service. You also hereby grant to Vodacom the right to authorize its service providers to exercise any of the rights granted to Vodacom under these Terms and Conditions.

### **No Warranty & Limitation of Liability**

Vodacom provides the Battle Up Service "as is" and without any warranty or condition, whether express, implied or statutory. Vodacom specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. To the extent allowed by law, Vodacom assumes no liability or responsibility for any errors or omissions in the Battle Up Service; any failures, delays or interruptions in the Battle Up Service; any losses or damages arising from the use of the Battle Up Service including, without limitation, any damage to your mobile device; or any conduct by users of the Battle Up Service. We reserve the right to deliver the Battle Up Service in our sole and absolute discretion.

In no event shall Vodacom and/or its service providers, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Glow Service or these terms of service, on any theory of liability, and whether or not advised of the possibility of damage. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

### **Indemnity**

You agree to indemnify and hold Vodacom and its service providers and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys'

fees and court costs, arising, directly or indirectly, out of your use of the Glow Service or your violation of any law or the rights of any third party.

**How to contact us**

You can send an email to [battleup-help@upstreamsystems.com](mailto:battleup-help@upstreamsystems.com) for any inquiries related to the service, such as but not limited to incorrect billing information, service interruptions, any concerns related to the service of content offered, etc.

Your opinion matters to us – if you have any questions about this privacy supplement, you can email us at: [ask.privacy@vodacom.co.za](mailto:ask.privacy@vodacom.co.za), or you can write to our privacy team at:

The Privacy Office – Legal Affairs

Vodacom (Pty) Ltd

Corporate Park

082 Vodacom Boulevard

Midrand

1685

#### **Disclaimer**

Upstream Systems South Africa Pty(Ltd) is a member of WASPA and is bound by the WASPA Code of Conduct. Customers have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. [member name] may be required to share information relating to a service or a customer with WASPA for the purpose of resolving a complaint. WASPA web site: [www.waspa.org.za](http://www.waspa.org.za)".

#### **TERMS AND CONDITIONS:**

##### **BATTLE UP SERVICE COMPETITION**

#### **1 Introduction:**

1.1 Vodacom (Pty) Ltd ("Vodacom") and Upstream Systems South Africa (Pty) Ltd ("Partner") are running a Competition where customers stand a chance of winning their share of a cash amount, VW Polo R-Line ("the Car"), mobile devices, airtime and data vouchers to the total value of R1,126,000.00 (one million one hundred and twenty-six thousand Rand) by joining or being an existing Battle Up Service subscriber on the R5 (five Rand) daily subscription service during the Competition Period (the "Competition").

#### **IMPORTANT PROVISION: ACCEPTANCE OF THESE TERMS AND CONDITIONS**

1. PLEASE READ THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY CAREFULLY BEFORE PARTICIPATING IN THIS COMPETITION. BY ENTERING THE COMPETITION, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, PLEASE

DO NOT ENTER THE COMPETITION OR SUBMIT ANY INFORMATION IN THIS REGARD. WE RESERVE THE RIGHT, AT ANY TIME, TO MODIFY AND UPDATE THESE TERMS AND CONDITIONS FROM TIME TO TIME BY POSTING SUCH UPDATED TERMS AND CONDITIONS ON THE VODACOM WEBSITE. ANY SUCH UPDATES SHALL APPLY TO YOU AND YOUR ENTRY INTO THE COMPETITION AND YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH CHANGES.

1. ALL PARTICIPANTS TO THE COMPETITION AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

2 Duration:

2.1 This Competition shall commence on 00h01 on 1 September 2024 to 23h59 on 31 August 2025 (the "End Date") ("the Competition period").

2.2 The duration of the Competition may be extended or curtailed at the discretion of Vodacom.

3 Prizes:

3.1 Participants to the Competition stand a chance to win the following:

3.1.1 1 (one) participant will win a cash prize of up to R500 000 (five hundred thousand Rand) (VAT inclusive) or a VW Polo R-Line car with a monetary value of up to R500 000 (five hundred thousand Rand) (VAT inclusive);

3.1.2 3 (three) participants will each win 1 (one) mobile device valued at R3 500 (three thousand five hundred Rand) (VAT inclusive). These mobile device Prizes will be awarded monthly for 12 (twelve) months during the Competition Period;

3.1.3 over and above the Prizes mentioned in clauses 3.1.1 and 3.1.2 above, participants also stand a chance of winning daily instant prizes in the form of Airtime vouchers valued at R10 (ten Rand) (VAT inclusive) or Data vouchers of 100MB (one hundred megabytes). The maximum of 60 (sixty) vouchers will be won per day ("the Prize").

4 Eligibility:

4.1 Only entries received during the Competition period will qualify to enter the Competition.

4.2 The following requirements must be complied with during the Competition period in order to qualify for entry into the Competition:

4.2.1 be a natural person;

4.2.2 be at least 18 years and older;

- 4.2.3 be a Vodacom prepaid, hybrid or post-paid subscriber during the Competition Period;
- 4.2.4 reside in South Africa and be in possession of a valid South African identify document or South African permanent residence permit or a South African temporary residence permit valid for a period exceeding 3 (three) months which permits shall be valid as at the End Date;
- 4.2.5 use a SIM Card that has been RICA registered;
- 4.2.6 joining or being an existing Battle Up Service subscriber on the R5 (five Rand) daily subscription service during the Competition Period;
- 4.2.7 be successfully billed/charged for the Battle Up Service at least once during the Competition Period;
- 4.2.8 collect at least 100 (one hundred) points/diamonds during the Competition Period as set out in the below table:

Action Points / Diamonds earned

Upon successful charge	100
Gameplay: User loses before 1st cushion	50
Gameplay: User reaches the 1st cushion	600
Gameplay: User reaches the 2nd cushion	900
Gameplay: User answers correctly all 10 questions (i.e., Strike the game)	1000
Bonus Game: User wins the bonus game (answer correctly and faster)	300
SMS Trivia Game (5 questions): Correct Answer	1st question: 100
	2nd question: 200
	3rd question: 200
	4th question: 200
	5th question: 300
SMS Trivia Game (5 questions): Wrong Answer	10
SMS Trivia Game (5 questions): Invalid Answer	0

2. Once or if all the requirements of paragraphs 4.2.1 to 4.2.8 are met, entry into the Competition will be automatic.

4.3 Employees, directors and agents of Vodacom and the Partner (where applicable) all participating stores, their immediate families, life partners, business partners and associates and any person directly involved with the sponsoring, devising, production, management or marketing of this Competition are not eligible to enter this Competition.

3.

4.4 In the event that the registered user of the SIM Card or Vodacom account (i.e., the participant in the Competition) is not the person that is responsible for payment of the Vodacom account/ charges on the Vodacom account, then the Prize will be awarded to the person that is responsible for payment of the Vodacom account.

4.5 Participants can enter the Competition multiple times. However, the chances of winning will remain subject to the points mechanics rules applying during the Competition period as stipulated in clause 4.2.8 above.

4.

4.6 There are no additional charges for entry into the Competition apart from the service subscription charge. Standard data costs apply as per the user's Service Provider and existing price plan for data usage. Vodacom shall not be liable for any costs incurred by the winners for claiming any Prizes, where applicable.

## 5 Prize draw

5.1 Winners will be randomly selected 7 (seven) to 10 (ten) working days after the End Date of the Competition from all eligible entries who meet all the requirements set out in clause 4 above.

## 6 Winner Validation

6.1 All the information provided or related to this Competition shall be managed, captured and approved by Vodacom and/or the Partner (where applicable).

5.

6.2 Vodacom and/or the Partner (where applicable) will use reasonable efforts to contact the winners telephonically on the mobile phone number(s) used to subscribe to the Service.

6.3 The claim for any Prize will be subject to security and validation, and Vodacom reserves the right to withhold any Prize until it is satisfied that the claim by a particular winner is valid. The selected winners must be able to identify themselves, in a manner determined by Vodacom, as the qualifying participants to the Competition and are required to comply with the validation procedure, determined by Vodacom, to claim any Prizes, failing which such winner will forfeit the Prize and the Prize will be awarded to the next selected qualifying participant.

6.

6.4 Vodacom and/or the Partner (where applicable) shall attempt to contact the winners for a period of 05 (five) working days after their names have been drawn and verified as winners. The winners will be contacted during normal working hours, between 09:00 to 16:00. Winners will be advised of arrangements in respect of Prizes at the time of contacting the selected winners. Should a participant not be available on the contact details provided during the timeframe stipulated above or rejects, forfeits or declines acceptance of the Prize, that person's right to the Prize will be deemed to have been waived and the Prize will be forfeited. Vodacom reserves the right to then award the Prize to the next randomly drawn participant.

6.5 In the event that Vodacom requires certain documentation to be submitted by a particular winner and same has not been received at the agreed cut-off date communicated to the winner, or no effort is made on the part of any of the winners to make special arrangements to meet the deadline set by Vodacom, such Prize will be forfeited. Vodacom then reserves the right to award the Prize to the finalist that is next in line.



7.

6.6 Vodacom and/or the Partner (where applicable) shall request the winners' consent in writing to their image and/or likeness being used and published by Vodacom in connection with the Competition for a period of 12 (twelve) months after they have been announced as winners. The winners may decline the use of their image and/or likeness by Vodacom.

## 7 Prize Delivery

7.1 The Prizes will be delivered to the winners in the following manner:

7.1.1 The cash Prize will be transferred into the winner's bank account via electronic funds transfer (EFT). The winner will be required to provide their bank letter as a proof of their bank account details.

7.1.2 For the Car Prize, the winner will take up delivery at the nearest VW Car dealership.

7.1.3 The mobile device Prizes will be delivered to the winners by courier to the winners' physical address.

7.1.4 The airtime and data vouchers will be credited directly into the winners' airtime or data wallet.

7.2 If a winner cannot accept a Prize for any reason whatsoever, the Prize will be awarded to the next selected participant.

7.3 All risks and ownership of the Prizes shall pass to the winners on transfer/delivery thereof and hence all of Vodacom's obligations regarding the Competition as well as in regard to the Prizes shall terminate.

## 8 Personal information

8.1 User data, including personal information collected via the Competition will not be used for any other purpose than for execution of the Competition and will be processed in line with the Vodacom's Privacy Statement which is incorporated into these terms and conditions. The Privacy Statement sets out how amongst other things Vodacom collects, use and shares subscribers personal information and how it protects subscriber's privacy when processing their information.

8.2 By continuing, a subscriber confirms that the Vodacom Privacy Statement has been read and understood. The latest Privacy Statement can be found on the Vodacom website at <https://www.vodacom.co.za/vodacom/privacy-policy/terms?icmp=Home/Footer/PrivacyPolicy>.

## 9 General

9.1 Nothing in these Terms and Conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the participant or Vodacom in terms of the Consumer Protection Act, 68 of 2008 ("CPA").

8.

9.2 The Prize is not transferable and is not exchangeable for another Prize or cash and cannot be sold.

9.3 The decision of Vodacom in respect of disputes arising out of this Competition shall be dealt with by Vodacom in terms of these Terms and Conditions. The decision of Vodacom in this regard shall be final and binding on the Parties and no correspondence will be entered into.

9.

9.4 In the event of a dispute with regard to any aspect of the Competition and/or the Terms and Conditions, Vodacom's decision will be final, and binding and no correspondence will be entered into.

9.5 Vodacom and/or the Partner may refuse to award a Prize if entry procedures or these Terms and Conditions have not been adhered to or if it detects any irregularities or fraudulent practices. Vodacom is entitled in its entire discretion to reject any participant for any reason and will not be obliged to notify participants that they have not been successful.

9.6 Vodacom and/or the Partner and/or any other person or party associated with the Competition, their associated companies, agents, contractors and sponsors and any of its personnel involved in the Competition, shall not be liable whatsoever for any loss or damage incurred or suffered (including but not limited to direct or indirect or consequential loss), death or personal injury suffered or sustained arising from either the participant entering the Competition or from it claiming a Prize.

9.7 Vodacom is not liable for any technical failures affecting participation and / or Prize redemption process of the Competition. In addition, neither Vodacom nor its agents shall be responsible for any loss or misdirected entries, including entries that were not received due to any failure of hardware, software, or other computer or technical systems affecting participating in and/or the Prize redemption process of the Competition.

9.8 Vodacom, its directors, employees, agents, and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any Prize nor in respect of any warranties, guarantees or undertakings given by any person other than Vodacom itself.

9.9 If Vodacom elects in its sole and absolute discretion or is required by law to alter, vary or cancel any aspect of the Competition, it will have the right to terminate the Competition being offered, with immediate effect and upon written notice being published on the Vodacom website. In such event all participants hereby waive any rights which they may have against Vodacom and its associated companies, agents, contractors and/or sponsors.

9.10 All information relating to the Competition which is published on any marketing material will form part of these Terms and Conditions. In the event of any conflict between such marketing material and these Terms and Conditions, these Terms and Conditions shall prevail.

9.11 The Competition is also subject to, and must be read in conjunction with, Vodacom's existing terms and conditions applicable to its website and mobile site respectively, which terms and conditions are available on the Vodacom website.