

Promotion Rules (“Rules”) – MetroFibre Home Small Towns Direct Customers Extension (“Promotion”)

Introduction

1. This promotion (“**Promotion**”) is being run by MetroFibre Network Proprietary Limited (company registration number 2007/024366/07) (“**MetroFibre**”).
2. This offer may not be used in conjunction with any other MetroFibre promotional offer.
3. This Promotion is only available to new and existing Direct MetroFibre customers (“**Customers**”) that place an internet service order and reside in an area listed below covered by MetroFibre’s FTTH network.

Bloemhof Christiana Beaufort West
Warrenton Queenstown

4. The Promotion will be extended from 1 January 2023 until 31 March 2023 (“**Promotion Period**”).
5. The Promotion is not available or valid on any other fibre network provider.

The Promotion

6. For new and existing customers that sign up during the Promotional Period in the Promotional Area, the Promotion entails:
 - a. installation of a fibre infrastructure Termination Point at an on-network residence at no cost to the unit owner/ occupant subject to the placing of an order for a fibre data service simultaneously with the order for installation, directly with MetroFibre.
 - i. Termination Point – small distribution box which is then connected to the Optical Network Terminal (“ONT”):
 - b. no service activation fee will be charged; and/or
 - c. discounted rates on monthly subscriptions (see table below) for 12 (twelve) months/invoices from date of activation on the below packages and applicable discounted package. Thereafter standard rates apply to the package.

Download Speed	Upload Speed	Applicable Package Discount	Monthly Subscription Rate
20Mbps	20Mbps	25%	R300.00
50Mbps	50Mbps	50%	R380.00
100Mbps	100Mbps	50%	R535.00
200Mbps	200Mbps	50%	R620.00
500Mbps	500Mbps	50%	R825.00
1000Mbps	250Mbps	50%	R875.00

7. For the avoidance of doubt, the installation of the Termination Point at no cost is conditional on owner / occupant’s activation of a FTTH service at the residence. MetroFibre shall be entitled to demand full payment of its installation costs of the Termination Point from the person placing the order in the event a full fibre to the home service is not activated within 30 (thirty) days from the installation of the Termination Point in terms of this promotion. The Access Build shall be limited to reasonable civil construction costs of not more than R10 000 (ten thousand Rand) and no more than 15 (fifteen) running meters of cable infrastructure including trenching and reticulation. To the extent that the parameters of the Access Build will be exceeded (site

- survey to be conducted) MetroFibre shall be entitled to charge an increased cost based on labour and materials subject to acceptance of our quotation prior to commencing with the installation.
8. Once signed up on the Promotion, and subject to the customer remaining in the Promotional Area, a customer may upgrade/downgrade their package. The following terms and conditions specifically apply to customers already signed up on the Promotion, and the customer wishes to upgrade or downgrade their packages in terms of the Promotion:
 - a. upgrade immediately on the same terms mentioned above.
 - b. downgrades are effective 30 (thirty) days from date of notice on the same terms mentioned above.
 9. Prices quoted for non-recurring costs and charges (including applicable access build, installation and activation costs), equipment and monthly recurring costs are inclusive of VAT.
 10. This promotion is available to FTTH Customers on the MetroFibre network only. For the avoidance of doubt, all business packages are excluded.
 11. All entrants will qualify for the Promotion Charges provided they comply with the eligibility criteria set out below and other requirements set out in these Rules.
 12. Should the Promotion, for any reason whatsoever, become unavailable, MetroFibre may in its sole discretion award a similar promotion of similar value to eligible participants.

How to Participate

13. To participate, Customers can place an order by :
 - 13.1. Contacting the MetroFibre Sales Team via the email address ftthsales@metrofibre.co.za, or ;
 - 13.2. telephonically or WhatsApp on 087 151 4000 during standard business hours, or ;
 - 13.3. placing an order on our website platform www.metrofibre.co.za.
 - 13.4. Or a physical order form through direct marketing.

Eligibility

14. In order to qualify for this promotion, Customers may not have an existing MetroFibre service.
15. Only one promotion can be claimed per unit/dwelling and no other specials can be claimed concurrently.
16. By placing an order in terms of this promotion you confirm that you accept the provisions of these Rules.

General

17. These Rules may be amended by notification at any time during the Promotion.
18. The Promotion is exclusively for the eligible participants and is not transferable, not exchangeable and cannot be exchanged for its cash value.
19. Participants hereby indemnify MetroFibre and its agents, against any / all claims for any injury, loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from their participation in any way howsoever in this Promotion.
20. These Rules are also available at <https://metrofibre.co.za/residential/promo-terms-and-conditions/>
21. By entering this Promotion you agree that we can process your personal information and the personal information of end-users set out in our privacy policy available at <https://metrofibre.co.za/privacy-policy>.
22. The provision of MetroFibre services provided is subject to MetroFibres Standard Terms and Conditions of Trading (conditions); which can be found at. <https://metrofibre.co.za/wp-content/uploads/2020/07/ResidentialTerms.pdf?2021-08-10%2013:00:35>. These conditions apply to this Promotion, quotation and any subsequent order notwithstanding anything to the contrary contained in or incorporated into any document from or oral statement made by you, the customer. No variation or amendment to the conditions shall be of any effect unless expressly agreed, in writing, by a person authorised to sign on behalf of MetroFibre.
23. By accepting this offer, you confirm that you have read and accept the conditions and are authorised to enter into a contract.