

## Promotional Competition Terms and Conditions #LitAsFibre

### Introduction

1. Metro Fibre Networx Proprietary Limited (company registration number 2007/024366/07) (“**MetroFibre**”) is running the MetroFibre #LitAsFibre Competition (“**Competition**”) on the @metroFibre Facebook, Instagram and @metro\_Fibre Twitter platforms.
2. MetroFibre is the promoter (“**Promoter**”) of this Competition.
3. The Competition is valid from 15 September 2022 to close of business (17h00) on 15 December 2022.
  - a. The Competition has been further extended until close of business (17h00) on 31 March 2023.
4. Participants stand a chance to win a Fibre to the Home (“**FTTH**”) service at no cost to them for a period of 12 (twelve) consecutive months (the “**Prize**”).
5. **This Competition is applicable to residents who are directly covered by the MetroFibre network (“Participants”)** (check MetroFibre’s Coverage Map found at <https://ftthorder.metrofibre.co.za/ftthservice/servicemap> to confirm if your street is covered by the MetroFibre network).

### The Prize

6. The Prize includes:
  - a. Installation of a FTTH fibre infrastructure termination point (small distribution box which is then connected to the free-to-use optical network terminal) at the winners’ on-network residence at no cost (subject to paragraph 40);
  - b. FTTH service activation fee at no cost; and
  - c. FTTH subscription service for 12 (twelve) consecutive months from the date of activation for 20 Mbps directly with MetroFibre as the internet service provider at no cost. Thereafter standard rates apply.

### How to Enter

7. To enter, Participants must like and follow any or all MetroFibre’s social media accounts / profiles / handles (as set out in paragraph 10) as well as the further Terms and Conditions set out in paragraphs 8 to 12 and the “**Eligibility Criteria**” set out in terms of paragraphs 35 to 42.
8. Participants must post a photograph of themselves against the wall/s (set out in sub-paragraphs (a) to (f) below) (“**Walls**”) with the MetroFibre wings murals (“**Wall Art**”) located at the sites below, on the social media platforms listed in paragraph 9 and tag / mention MetroFibre in the post (for example @metrofibre) on any one or all of the respective MetroFibre social media profiles / accounts / handles and include any hashtag listed in paragraph 10 below:
  - a. 109 Samora Machal Street, Hospital View, Thembisa
  - b. 892 Angelfish Street, Kaalfontein, Thembisa
  - c. 15356 Riverside Street, Ivory Park, Thembisa
  - d. Majika Street, Rabie Ridge, Thembisa
  - e. Cnr Masibeni and Mojela Street, Kwa-Thema, Springs
  - f. Joe Mzamane Street, Kwa-Thema, Springs

9. MetroFibre's social media accounts / profiles / handles for the relevant social media platform used by the Participants to publish the Competition entry post are:
  - a. Twitter: @metro\_fibre
  - b. Facebook: @metrofibre
  - c. Instagram: @metrofibre
10. Participants must publish the post with any or all of the following hashtags:
  - a. #LitAsFibre
  - b. #LAF
  - c. #MetroFibreUpliftment
11. All content, hashtags, language and visuals comprising the Competition entry posts must comply with the relevant social media platform's terms of use. Posts that constitute hate speech or that are deemed by MetroFibre to be derogatory, blasphemous and/or discriminatory will be removed by MetroFibre. In addition, any posts which MetroFibre determines in its sole discretion may be detrimental to its brand or reputation will be removed.
12. Participants may post multiple Competition entries for any or all the Walls and locations listed in paragraph 8 above.

#### **Selection of Winners**

13. The winners will be randomly selected by lucky draw on or before 03 April 2023 from all eligible entries who meet all the requirements set out in these Terms and Conditions.
14. Only one winner will be selected per Wall.
15. Only one winner will be selected per residence.
16. Once the winners receive their successfully activated service, and subject to the winner remaining in the residential address when receiving the Prize, the winner may not downgrade their package. Should the winner elect to upgrade at any time during the 12-month service period comprising the Prize, the difference between the Prize cost and the upgraded package cost will be for the winner's account.
17. The decision of the MetroFibre adjudicator shall be final and binding and no correspondence shall be entered into.

#### **How Winners will be contacted and claim the Prize**

18. MetroFibre will use reasonable efforts to contact the winners via Direct Message through the social media platform used to enter the Competition within 30 (thirty) calendar days from Competition closing date. Should the winner not respond or acknowledge receipt of the Prize and confirm that s/he meets the Eligibility Criteria within 48 (forty-eight) hours after being contacted, another winner will be randomly selected.
19. The winner must furnish valid proof of identification when redeeming the Prize and demonstrate that s/he meets the Eligibility Criteria.
20. Winners will be announced on the Promoter's Facebook, Instagram and Twitter profiles within 7 (seven) days of the winners accepting the Prize.
21. MetroFibre may use Participants' post/s, social media handle, photographs and location of the Wall Art shown in the Participants post / Competition entry in other marketing and online materials and for winner announcement posts, however any winner may expressly elect to decline this.

### **General Terms and Conditions**

22. The provision of MetroFibre services are rendered subject to MetroFibre's standard terms and conditions of trading which can be accessed at [www.metrofibre.co.za](http://www.metrofibre.co.za) ("standard conditions").
23. The free-to-use optical network terminal (ONT) remains the property of MetroFibre as set out in MetroFibre's standard conditions.
24. These standard conditions apply to this Competition, quotation, and any subsequent order notwithstanding anything to the contrary contained in or incorporated into any document or oral statement made by you, the customer / Participant.
25. No variation or amendment to these conditions shall be of any effect unless expressly agreed, in writing, by a person authorised to sign on behalf of MetroFibre.
26. By entering the Competition, you confirm that you have read and accept these Terms and Conditions and the standard conditions and have full capacity to enter into a contract.
27. The Participant's cost of entering the Competition are the standard data costs to upload a valid entry on the relevant social media platform, per the Participants' service provider and existing price plan for data usage. **MetroFibre shall not be liable for any costs incurred by winners for entering the Competition or in claiming the Prize.**
28. All the information provided or related to this Competition shall be managed, captured, and approved by MetroFibre.
29. By entering this competition you agree that MetroFibre may process your personal information (name, address, image, email address and cellphone number) as set out in our privacy policy available at <https://metrofibre.co.za/privacy-policy>.
30. **All Participants and winners hereby indemnify the Promoter and its agents, against any / all claims for any death, injury, loss, or damages, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever from their participation in any way howsoever in this Competition.**
31. The Prize is exclusively for the winner and is not transferable, not exchangeable and cannot be exchanged for its cash value.
32. The Prize shall be forfeited where the winner is unable to activate the Service for whatsoever reason or should the winner fail to accept the Prize for whatsoever reason. MetroFibre may in its sole discretion withdraw any Prize that is not accepted or where the winner is unable to activate the Service. All Prize winners shall be informed within 48 hours of the draw.
33. These Terms and Conditions are also available on <https://metrofibre.co.za/competitions>.
34. These Terms and Conditions may be amended by notification by MetroFibre at any time during the Competition.

### **Eligibility Criteria**

35. Participants must be over the age of 18 (eighteen) years and resident in South Africa.
36. Participants must have a valid account on Facebook, Instagram and/or Twitter.
37. Participants must post from a public personal account (no business, professional or private personal accounts will be considered).
38. Participants must be natural persons (FTTH customers only). Entries received from business accounts held by legal persons (amongst others, Corporates and SMMEs,

etc.) are not eligible to participate in and/or win the Competition / Prize. All business packages are excluded from the Competition.

39. Participants must make the social media post in accordance with these Terms and Conditions before the closing date (31 March 2023). These posts must then remain on the relevant Participant's account / profile / handle as at the date of selecting the winners, being 03 April 2023. No social media stories will qualify as valid entries.
40. **The termination point installation for a potential winner's residence is subject to MetroFibre conducting a feasibility review of the installation, which shall require less than 20 (twenty) running meters of cabling for the winner to be eligible to win the Prize.**
41. Employees, partners, suppliers, directors, agents / contractors and casual workers / marketing promoters of MetroFibre, 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 Participate in and/or win the Competition / Prize.
42. Participants who do not meet the Eligibility Criteria will be automatically disqualified.