

Promotion Rules (“Rules”) – MetroFibre Direct SMME Black Friday 2023 (“Promotion”)

Introduction

1. This Promotion (“**Promotion**”) is being run by MetroFibre Networkx Proprietary Limited (company registration number 2007/024366/07) (“**MetroFibre**”).
2. This offer may not be used with any other MetroFibre promotional offer.
3. The Promotion is extended from 1 December 2023 until 14 December 2023 (“**Promotion Period**”).
4. This Promotion is available to new and existing direct MetroFibre SMME customers (“**Customers**”) that sign up for a new service or upgrade their existing package, and the customer’s business address must be in an area with existing Gigabit Passive Optical Network (GPON) coverage with physical MetroFibre Networkx infrastructure in place.
5. This Promotion is subject to the Customer signing a new 12 month contract in order to benefit from the Promotion.
6. The Promotion is not available or valid on any third-party network provider.

The Promotion

7. The Promotion offers new and existing Direct MetroFibre SMME Customers the following:
 - 7.1. Discounted rates on monthly subscriptions (see table below) for 12 (twelve) months from the date of activation/upgrade on the packages listed below.

Download Speed	Upload Speed	Discounted Pricing	Standard Pricing	Term
500Mbps	500Mbps	R950.95 (45% Disc*)	R1729.57	12 Months
1000Mbps	500Mbps	R1416.52 (30% Disc*)	R2016.53	12 Months

- 7.2. No activation costs will be charged.
8. If the new address is not covered by the MetroFibre Networkx GPON coverage areas, or if the customer elects not to proceed with receiving this service from MetroFibre Networkx, the service will be deemed to be unfeasible and MetroFibre or the Customer receives the right to submit a notice of cancellation in writing per email to biz.orders@metrofibre.co.za or biz.finance@metrofibre.co.za.
9. Access build costs will be quoted to the customer separately if applicable, prior to commencing with any build or installation. If the customer does not accept the build costs where applicable, MetroFibre Networkx reserves the right to cancel the order and mark it as not feasible.
10. After 12 months from the activation date, standard monthly subscription rates apply as stated above. The customer will be charged the standard pricing for the product they have selected on a month-to-month basis with the standard 30-day cancellation policy applicable.
11. For the avoidance of doubt, all FTTH packages are excluded.
12. All entrants will qualify for the Promotion Charges provided they comply with the eligibility and other requirements in these Rules.
13. Should the Promotion become unavailable for any reason whatsoever, MetroFibre may, in its sole discretion, award a similar promotion of similar value to eligible participants.
14. Prices quoted for non-recurring costs, equipment and monthly recurring costs are exclusive of VAT.

How to Participate

15. To participate, customers must place a new service order or upgrade by:
 - 15.1. Contacting the MetroFibre SMME Sales Team via the email address biz.sales@metrofibre.co.za, or;
 - 15.2. telephonically on 087 151 4000 during standard business hours or;
 - 15.3. placing an order on our website platform, www.metrofibre.co.za.
 - 15.4. Or a physical order form through direct marketing, which can also be scanned and emailed to biz.sales@metrofibre.co.za

Eligibility

16. Customers chosen business address must be in an area with an existing and deliverable MetroFibre GPON network already in place.
17. Only one Promotion can be claimed per customer, and no other specials can be claimed concurrently.
18. Existing customers cannot downgrade from a higher package to benefit from the Promotion. Existing customers may upgrade from a lower package (see below applicable packages) to this promotional offer subject to their monthly recurring fees being equal to or lower than the Promotional packages subscription rate and signing a new 12-month contract.
 - 18.1. 20Mbps
 - 18.2. 50Mbps
 - 18.3. 100Mbps
 - 18.4. 200Mbps
19. By placing an order regarding this Promotion, you confirm that you accept the provisions of these Rules.

Cancellation of promotional product/service:

20. If the client submits a cancellation during the 12-month term of the promotional product, MetroFibre Networkx will be allowed to charge an early termination penalty fee as a reasonable charge to recover any expenses incurred in providing the product and service to the customer as follows:
 - 20.1. Any cancellation notice submitted by the client to the email addresses above will incur a cancellation penalty fee depending on the remaining months applicable to the service. The customer will be liable for either the value of 6 (six) months of the monthly recurring fee (discounted fee) as a once-off charge, which will be due owing and payable upon receipt of the invoice from MetroFibre Networkx, if the customer cancels the service within the first 6 (six) months; or
 - 20.2. If the customer has been using and paying for the service for longer than the first 6 (six) months. In that case the customer will be liable to settle the remaining term applicable to the 12-month term as a once-off charge, which will be due owing and payable upon receipt of the invoice from MetroFibre Networkx.
21. To avoid doubt, the customer will be liable for a cancellation penalty fee equal to 6 (six) months or the remaining term of the agreement after the first 6 (six) months has lapsed and been paid for by the customer.

22. The customer will remain liable for any amounts invoiced and not received by MetroFibre irrespective of the cancellation process, and MetroFibre reserves the right to proceed with collection of all amounts due owing and payable to it if the customer does not comply with and not adhere to the payment terms.

General

23. These Rules may be amended by notification at any time during the Promotion.
24. The Promotion is exclusively for the eligible participants and is not transferable, not exchangeable and cannot be exchanged for its cash value.
25. 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.
26. These Rules are also available at <https://metrofibre.co.za/business/promo-terms-and-conditions>.
27. 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>.
28. 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/2021/09/MetroFibre-Biz-Standard-Terms-and-Conditions.pdf?2021-09-30%2017:53:41>. 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.
29. By accepting this offer, you confirm that you have read and accepted the conditions and are authorised to enter into a contract.