

Schools Promotional Campaign Terms and Conditions 2021

1. This promotion ("**Promotion**") is run by MetroFibre Networx Pty Ltd, with registration number 2007/024366/07 ("**MetroFibre**").
2. This offer may not be used in conjunction with any other offer of MetroFibre.
3. **The Promotion begins on** from 13 April 2021 and ends on 30 June 2021. Nominations must be received before the closing date to qualify. Installations will be completed during the course of 2021.
4. **The Promotion entails** the installation and subscription to MetroFibre's 50mbps fibre line services at no cost to the nominated school for a period of 12 months from date of activation. Thereafter the school will be eligible for 50% discount on the monthly recurring cost of business retail prices for a 50mbps fibre line should they wish to continue.
5. The provision of any MetroFibre services as a result of this Promotion as well as any subsequent orders after the 12-month period referred to in clause 4 has lapsed, are provided subject to MetroFibre's Standard Fibre to the Business terms and conditions which can be found at <https://metrofibre.co.za/wp-content/uploads/2020/07/BusinessTermsConditions.pdf?2021-03-29%2014:20:43>. No variation or amendment to the Standard Fibre to the Business terms and conditions shall be of any force or effect unless expressly agreed, in writing, by a person authorised to sign on behalf of MetroFibre.
6. Participation by community members and by schools that subsequently accept the nominations ("**Participants**") constitutes acceptance of these T's & C's.
7. To take advantage of this Promotion, Participants must:
 - 7.1. if a member of the community:
 - 7.1.1. be 18 years or older and a South African citizen (MetroFibre's directors, partners, employees, agents, consultants and their immediate families may not participate);
 - 7.1.2. submit information on the school that they nominate via the campaign URL link (only one nomination per person is allowed) and ensure that the school falls within the geographical area covered by MetroFibre's "live" and "work-in-progress" areas as indicated on the MetroFibre Network Coverage Map (the MetroFibre Coverage Map should be consulted at <https://ftthorder.metrofibre.co.za/ftthservice/servicemap>);
 - 7.2. if a school:
 - 7.2.1. be registered as an independent or public school with the Department of Basic Education;
 - 7.2.2. fall within the geographical area as stipulated in clause 7.1.2. ;
 - 7.2.3. consider allowing MetroFibre to use its name in a marketing article/post that will be published in the local press and/or on MetroFibre's social media.

8. The Promotion will be awarded to the school with the most nominations in their respective city. These Cities include: Pretoria, Johannesburg, Witbank, Klerksdrop, Pietermaritzburg, Durban, Port Elizabeth).
9. The schools with the highest number of nominations will be notified by telephone no later than 19 July 2021 by MetroFibre. If a school cannot be reached via telephone by MetroFibre within three days of attempting to phone the school, it will forfeit the right to make use of the Promotion.
10. Should there be a tie in the number of nominations received by two schools in the same city, MetroFibre will in its sole discretion decide upon the school to which the Promotion will be made available.
11. The MetroFibre's nominations count is final and no correspondence will be entered into.
12. The use of the Promotion is exclusively for the nominated schools and is not transferable, not exchangeable and cannot be exchanged for its cash value.
13. These T's & C's may be amended by notification at any time during the Promotion. Notification will be deemed to have taken place upon the updating of these T's & C's on MetroFibre's website.
14. By taking part in this Promotion, all Participants consent to the use of their personal information by MetroFibre for the purposes of the administration of this promotion and any other purposes to which the Participants have consented.
15. MetroFibre is not liable for any technical failures resulting in any nominations not being successfully submitted or affecting the participation and/or prize redemption process of the Competition.
16. MetroFibre will require the schools to complete such documentation as required to enable MetroFibre to comply with the Consumer Protection Act 68 of 2008. Should any school refuse or be unable to comply with this clause for any reason, such school will be deemed to have rejected the promotion award and it shall revert back to MetroFibre to select another school.

All 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.