



Terms and Conditions for 'Win a Suzuki Jimny with Octotel' Promotional Competition

This document, titled "Terms and Conditions for 'Win a Suzuki Jimny with Octotel' Promotional Competition", is made effective as of 1 December 2025 (the "Effective Date"), and shall remain in force until 31 March 2026, unless terminated earlier in accordance with the provisions herein.

WHEREAS Octotel intends to administer a promotional competition known as 'Win a Suzuki Jimny with Octotel' ("the Competition"), in which eligible customers of participating Internet Service Providers ("ISPs") will have the opportunity to enter and stand a chance to win a Suzuki Jimny motor vehicle;

WHEREAS the Competition is governed by, and formulated to be compliant with, all relevant laws and regulations of the Republic of South Africa, including without limitation the Consumer Protection Act, 2008 ("CPA") and the Protection of Personal Information Act, 2013 ("POPIA");

WHEREAS entries to the Competition are weighted according to specified activities and speed tiers selected by customers at the time of ordering new fibre installations or reconnecting following inactivity, as further set out below;

WHEREAS Octotel will oversee the administration of the Competition, and a single winner will be chosen by independent, audited random draw;

NOW, THEREFORE, these Terms and Conditions set forth the rules governing eligibility, entry procedures, winner selection, prize provisions, disclaimers, communication protocols, and the parties' respective rights and obligations as applicable to the Competition.



1. Introduction And Preamble

Octotel (Pty) Ltd (“Octotel”), a private company incorporated in the Republic of South Africa under registration number **2015/051236/07**, with its principal place of business at Unit 207, Block 2, Northgate Park, Platinum Drive, Brooklyn, Cape Town, 7405 (“Octotel”), is the sole promoter and administrator of this Competition.

This promotion is conducted in compliance with the Consumer Protection Act, 2008 (CPA) and all other applicable laws of the Republic of South Africa.

Through this promotion, eligible participants have the opportunity to win a Suzuki Jimny motor vehicle by engaging in qualifying fibre installation or reconnection activities via participating Internet Service Providers (“ISPs”) operating on the Octotel network.

2. Eligibility

2.1. Who May Enter: The Competition is open only to natural persons who meet all of the following eligibility requirements:

2.1.1. The entrant must be:

2.1.1.1. a South African citizen, or

2.1.1.2. a permanent resident of the Republic of South Africa, and must possess a valid South African identity document or other legally recognised proof of permanent residence.

2.1.2. Entrants must be 18 (eighteen) years of age or older as of the date of entry. Entrants under the age of 18 are expressly prohibited from entering.

2.1.3. Entrants must be active customers of an Internet Service Provider (“ISP”) that has formally opted into participation in the Competition.

2.1.4. Entrants must comply with all entry instructions, procedures, and eligibility requirements set out in these Terms and Conditions. Failure to comply may result in automatic disqualification.



- 2.2. The following individuals and entities are excluded from participation in the Competition:
 - 2.2.1. Employees and Related Parties:
 - 2.2.1.1. Any employee, director, member, partner, or contractor of Octotel, its holding company, subsidiaries, or affiliates; and
 - 2.2.1.2. any employee or representative of a participating ISP.
 - 2.2.2. The immediate family members of the individuals referred to in clause 2.2.1, including but not limited to spouses, life partners, parents, siblings, and children, whether living in the same household or not.
 - 2.2.3. Any agents, consultants, suppliers, or service providers who are directly or indirectly involved in the design, administration, execution, or management of the Competition, including but not limited to advertising, auditing, and prize fulfillment agencies.
 - 2.2.4. Any person who has won any prize in a promotional competition conducted by Octotel within the preceding twelve (12) months prior to the opening date of this Competition.
 - 2.2.5. Any individual who fails to comply with these Terms and Conditions, or who misrepresents their eligibility, may be disqualified at any time.
- 2.3. Octotel reserves the right, at its sole discretion, to verify the identity, eligibility, and/or validity of any entrant. This may include requiring the submission of official identification, proof of residency, or account verification with the relevant ISP.
- 2.4. Octotel may, at any stage, disqualify any entrant who provides false, misleading, or incomplete information, or who fails to comply with any aspect of these Terms and Conditions.
- 2.5. This Competition is conducted in accordance with Section 36 and Regulation 11 of the Consumer Protection Act, 2008 (Act No. 68 of 2008). Octotel confirms that:
 - 2.5.1. Participation in the Competition is free of charge, except for standard data or communication costs;
 - 2.5.2. Entry is voluntary; and



- 2.5.3. The Competition is not open to any person prohibited under the CPA or related regulations.

3. Participating Isps And Opt-In

- 3.1. Only customers of ISPs that have formally entered into a written participation agreement with Octotel in respect of the "*Win a Suzuki Jimny*" promotional competition shall be eligible to participate.
- 3.2. It remains the sole responsibility of the entrant to verify, prior to entry, whether their respective ISP is a participating ISP for the purposes of this Competition. Entrants may confirm this by contacting their ISP directly or by referring to official communication issued by Octotel.
- 3.3. Customers of ISPs that have not formally opted in or executed a participation agreement with Octotel are not eligible to enter the Competition. Entries received from such customers shall be invalid and automatically disqualified.
- 3.4. Octotel reserves the right to amend, update, or publish the list of participating ISPs at any time during the Competition Period, subject to compliance with Section 36 of the Consumer Protection Act, 2008 and any applicable regulations governing promotional competitions. Octotel further reserves the right to verify, in its sole discretion, the eligibility of any ISP or customer to ensure compliance with these Terms and Conditions.

4. Entry Mechanism And Entry Weighting

- 4.1. Eligible participants will automatically receive entries into the "*Win a Suzuki Jimny*" promotional competition when they complete one or more of the following qualifying actions during the Competition Period:
 - 4.1.1. Place an order for a new fibre installation through a participating ISP on the Octotel fibre network; or
 - 4.1.2. Reconnect their service on the Octotel network after a service lapse of at least thirty (30) consecutive days.
- 4.2. No manual, written, or alternative form of entry will be accepted. Entries are generated automatically through Octotel's verified internal systems.



- 4.3. The number of entries allocated to each participant will be weighted according to the speed tier of the fibre service ordered or reconnected, as follows:

Speed Tier	Entry Weight
25–55 Mbps	1 entry
100–300 Mbps	2 entries
500 Mbps or higher	3 entries
1Gb and higher	5 entries

- 4.4. Entry multipliers and eligibility criteria may vary between participating ISPs, depending on their individual participation agreements with Octotel. Entrants are advised to consult Octotel's official website or their participating ISP for confirmation of applicable multipliers and qualifying tiers.
- 4.5. All entries are recorded and verified using Octotel's internal systems and data logs. Octotel's determination of the number and validity of entries shall be final and binding, subject to oversight in accordance with the CPA.
- 4.6. All qualifying actions giving rise to entries must occur during the official Competition Period as specified in these Terms and Conditions. Any orders or reconnections made outside this period shall not qualify for entry.
- 4.7. Each participant may be eligible for multiple entries based on qualifying activities; however, a single individual may only win one (1) prize in the Competition, regardless of the total number of entries accumulated.
- 4.8. Entries are non-transferable, non-assignable, and may not be sold, substituted, or exchanged for cash or any other form of consideration.
- 4.9. Octotel reserves the right to audit and verify any entry data to ensure compliance with these Terms and Conditions. Any detected abuse, manipulation, or system tampering shall result in immediate disqualification and potential legal recourse.



5. Prize allocation and winner

- 5.1. The primary prize for this Competition is one (1) new Suzuki Jimny motor vehicle ("the Prize"), subject to the specifications and conditions determined by Octotel at its sole discretion.
- 5.2. The Prize is not transferable, non-exchangeable, and may not be redeemed for cash or any other consideration.
- 5.3. Octotel reserves the right to substitute the Prize, in whole or in part, with another item of comparable retail value, should the advertised Prize become unavailable for any reason beyond Octotel's control, subject to prior approval by the National Consumer Commission ("NCC") where required.
- 5.4. The winner(s) of the Competition will be determined by means of a random draw, conducted using Octotel's verified entry records.
- 5.5. The draw will be supervised by an independent auditor, attorney, or accounting professional, in compliance with Regulation 11(6)(b) of the CPA.
- 5.6. The draw shall take place within fourteen (14) business days after the conclusion of the Competition Period, or within such other period as may be reasonably required to verify all eligible entries.
- 5.7. Octotel's decision regarding the selection of winners is final and binding, subject only to independent audit verification and CPA oversight.
- 5.8. The selected winner(s) will be contacted directly by Octotel or its authorized representative via telephone, email, or SMS using the contact details associated with their qualifying ISP account.
- 5.9. Should Octotel be unable to reach a selected winner within ten (10) business days after the draw, despite reasonable attempts, the winner shall be deemed to have forfeited the Prize, and Octotel reserves the right to select an alternate winner in accordance with the same process.



- 5.10. Octotel may require winners to provide valid proof of identity, residency, and eligibility prior to prize handover. Failure to do so will result in disqualification.
- 5.11. Delivery or collection arrangements for the Prize shall be communicated directly to the verified winner. The winner shall bear all ancillary costs, including but not limited to insurance, licensing, registration, and transfer fees, unless otherwise expressly stated in writing by Octotel.
- 5.12. Octotel shall not be responsible for any loss, damage, or delay arising from the winner's failure to comply with collection or verification requirements.
- 5.13. By accepting the Prize, the winner consents to Octotel and its partners using their name, image, and likeness for reasonable marketing and publicity purposes, including social media and press releases, without further compensation, unless the winner explicitly opts out in writing.
- 5.14. All personal data collected will be processed in compliance with the Protection of Personal Information Act, 2013 (POPIA), and used solely for purposes related to the administration of this Competition.
- 5.15. This Competition is conducted in accordance with Section 36 of the Consumer Protection Act, 2008 (Act No. 68 of 2008) and Regulation 11 thereto.
- 5.16. Octotel undertakes to:
 - 5.16.1. Ensure that the competition is fair, transparent, and independently audited;
 - 5.16.2. Retain competition records for at least three (3) years as required by law; and
 - 5.16.3. Make available the details of the independent auditor or oversight professional to the National Consumer Commission upon request.

6. Exclusions And Disqualification

- 6.1. Octotel reserves the right, in its sole and absolute discretion, to disqualify any participant and/or invalidate any entry that:



- 6.1.1. breaches or fails to comply with any provision of these Terms and Conditions;
 - 6.1.2. submits false, inaccurate, incomplete, or misleading information during the entry, verification, or prize claim process;
 - 6.1.3. manipulates, interferes with, or attempts to influence the Competition system, data, or outcome in any way;
 - 6.1.4. engages in fraudulent, dishonest, or unlawful conduct relating to the Competition; or
 - 6.1.5. acts in a manner that undermines the integrity, fairness, or spirit of the Competition, as reasonably determined by Octotel.
 - 6.2. Any form of system abuse, including the use of automated entry mechanisms, falsified ISP account details, or any technology designed to gain an unfair advantage, shall result in immediate disqualification and may give rise to civil or criminal liability under applicable law.
 - 6.3. If it is discovered after the award of a prize that the winner breached these Terms and Conditions, provided false information, or engaged in disqualifying conduct, Octotel reserves the right to:
 - 6.3.1. revoke or reclaim the prize, or the value thereof; and
 - 6.3.2. pursue legal remedies to recover any costs, damages, or losses incurred as a result of such breach.
 - 6.4. Octotel's decision regarding the eligibility, disqualification, or reinstatement of any participant shall be final and binding, subject only to audit verification in accordance with the Consumer Protection Act.
 - 6.5. Any disqualification or prize revocation shall be conducted in accordance with Section 36(6) of the Consumer Protection Act, 2008, ensuring that participants are treated fairly, transparently, and lawfully.
7. Communication Protocol
- 7.1. All official communication relating to the *"Win a Suzuki Jimny"* Competition will be conducted only through channels expressly authorized by Octotel, including:
 - 7.1.1. direct communication via email, SMS, or telephone using verified contact details linked to the participant's qualifying ISP account;



- 7.1.2. official notices published on Octotel's website or verified social media platforms; and
- 7.1.3. communication issued by participating ISPs that have formally opted into the Competition under a written agreement with Octotel.
- 7.2. Octotel will never request confidential information, passwords, or payment details from participants through unofficial channels or social media direct messages.
Participants are advised to treat any communication not issued through the official channels listed above as potentially fraudulent and to report such activity to Octotel immediately.
- 7.3. Winners will be notified directly via telephone, SMS, or email within ten (10) business days following the completion of the prize draw.
 - 7.3.1. Octotel may request reasonable supporting documentation for verification purposes, including proof of identity, residency, and ISP account ownership.
 - 7.3.2. Failure to respond or provide verification within the prescribed period may result in forfeiture of the prize, whereafter Octotel reserves the right to select an alternate winner.
- 7.4. All personal information collected and processed in connection with the Competition will be handled in accordance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA").
- 7.5. Octotel undertakes to:
 - 7.5.1. use participant information solely for purposes related to the administration of this Competition;
 - 7.5.2. not disclose such information to third parties except where necessary for lawful verification, prize fulfillment, or as required by law; and
 - 7.5.3. implement appropriate security safeguards to protect participants' personal data from unauthorized access or disclosure.
- 7.6. By entering the Competition, participants acknowledge that their contact details may be used for reasonable follow-up communication relating to this promotion.
Participants will be given the opportunity to opt in or opt out of future



marketing communications in compliance with Section 11 of the CPA and Section 69 of POPIA.

7.7. Opt-out requests will be honored promptly, and no participant shall be penalized for exercising this right.

7.8. Octotel shall retain records of all official communications, notifications, and consent logs relating to the Competition for a minimum period of three (3) years, in accordance with Regulation 11(7) of the CPA.

8. Data Protection And Privacy

8.1.1. Octotel undertakes to collect, store, process, and safeguard all personal information obtained in connection with this Competition in strict compliance with the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA"), the Consumer Protection Act, 2008 (Act No. 68 of 2008) ("CPA"), and all other applicable South African data protection laws.

8.1.2. Personal information collected from participants shall be used solely for legitimate and specific purposes, including but not limited to:

- 8.1.2.1. administering and managing entries into the Competition;
- 8.1.2.2. verifying eligibility and identity of entrants and winners;
- 8.1.2.3. contacting winners and coordinating prize delivery; and
- 8.1.2.4. fulfilling any record-keeping and audit obligations imposed by law, including under Regulation 11 of the CPA.

8.1.3. The personal information that may be collected and processed includes, but is not limited to:

- 8.1.3.1. full name and surname;
- 8.1.3.2. contact details (telephone number, email address, and/or postal address);
- 8.1.3.3. proof of South African identification or residency status;
- 8.1.3.4. ISP account details necessary to confirm eligibility; and
- 8.1.3.5. any other information voluntarily provided for verification or communication purposes.



- 8.1.4. Octotel will process personal information based on one or more of the following lawful grounds:
 - 8.1.4.1. the participant's consent;
 - 8.1.4.2. legitimate interests of Octotel in administering a lawful promotional competition;
 - 8.1.4.3. compliance with legal or regulatory obligations; and
 - 8.1.4.4. performance of a contractual obligation arising from the participant's entry into the Competition.
- 8.1.5. Personal information may be shared, on a strictly need-to-know basis, with:
 - 8.1.5.1. participating ISPs for the purpose of verifying customer eligibility;
 - 8.1.5.2. third-party service providers engaged in administering, auditing, or fulfilling the Competition; and
 - 8.1.5.3. public authorities or regulators where required by law.
Octotel shall ensure that all such third parties are bound by appropriate confidentiality and data protection obligations consistent with POPIA.
- 8.1.6. Octotel implements appropriate, reasonable technical and organizational measures to protect personal data against unauthorized access, loss, misuse, or alteration.
- 8.1.7. Access to participant data is restricted to authorized personnel only and is maintained under secure, monitored systems.
- 8.1.8. All personal information collected for the purposes of this Competition will be retained for a period of no longer than three (3) years after the conclusion of the Competition, as required under Regulation 11(7) of the CPA, unless a longer retention period is required by law or for audit purposes. Thereafter, all personal data will be securely deleted or anonymized.
- 8.1.9. In accordance with Chapter 3 of POPIA, participants have the right to:
 - 8.1.9.1. request access to their personal information;
 - 8.1.9.2. request correction, update, or deletion of inaccurate data;
 - 8.1.9.3. object to or limit the processing of their data; and



- 8.1.9.4. lodge a complaint with the Information Regulator (established under Section 39 of POPIA) should they believe their rights have been infringed.
- 8.1.10. Octotel will not use participants' personal information for direct marketing purposes unless explicit consent has been obtained in accordance with Section 69 of POPIA and Section 11 of the CPA.
Participants may withdraw consent or opt out of marketing communications at any time, without prejudice.
- 8.1.11. Any privacy-related queries, data access requests, or objections may be directed in writing to:

Information Officer, Octotel (Pty) Ltd

Email: wian@rampgroup.co.za

Octotel will respond to all legitimate requests within a reasonable period as required under POPIA.

9. Limitation Of Liability And Indemnity

- 9.1. To the fullest extent permitted by South African law, including the Consumer Protection Act, 2008 (Act No. 68 of 2008) ("CPA"), Octotel, its holding company, affiliates, subsidiaries, directors, officers, employees, agents, and contractors (collectively, "the Released Parties") shall not be liable for any direct, indirect, incidental, consequential, or special loss or damage arising from or in connection with:
 - 9.1.1. participation or attempted participation in the Competition;
 - 9.1.2. any late, lost, corrupted, or misdirected entries;
 - 9.1.3. technical failures, network interruptions, or system errors;
 - 9.1.4. any act or omission of a participating ISP; or
 - 9.1.5. acceptance, possession, use, or misuse of the Prize.
- 9.2. Octotel shall not be liable for any delay, suspension, or cancellation of the Competition resulting from circumstances beyond its reasonable control, including but not limited to acts of God, fire, flood, pandemic,



- strike, power outage, or changes in applicable law or government policy.
- 9.3. In such circumstances, Octotel reserves the right to suspend, amend, or terminate the Competition without incurring any liability to participants or third parties, provided such action complies with Section 36(6) of the CPA.
- 9.4. By entering the Competition, each participant indemnifies and holds harmless Octotel and the Released Parties from and against any and all claims, damages, losses, liabilities, costs, or expenses (including legal fees on an attorney-and-own-client scale) arising directly or indirectly from:
- 9.4.1. any breach of these Terms and Conditions by the participant;
 - 9.4.2. any negligent, fraudulent, or unlawful act or omission by the participant; or
 - 9.4.3. the participant's participation in or use of any benefit arising from the Competition.
- 9.5. Winners accept the Prize entirely at their own risk. Except to the extent prohibited by the CPA, Octotel gives no warranty or representation, express or implied, regarding the Prize's quality, suitability, or fitness for purpose.
- Any warranties applicable to the Prize are those of the manufacturer or supplier, and claims relating to such warranties must be directed to them.
- 9.6. In no event shall Octotel or the Released Parties be liable for any loss of income, opportunity, goodwill, or consequential damages, even if Octotel has been advised of the possibility of such losses.
- 9.7. Nothing in this clause shall be construed to exclude or limit any statutory consumer rights which cannot lawfully be excluded under the CPA or any other applicable law. Participants retain all rights and remedies provided under the CPA to the extent applicable.
- 9.8. If any part of this clause or these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed, and the remaining provisions shall continue in full force and effect.



10. Disclaimers

- 10.1.1. The “*Win a Suzuki Jimny*” Competition is conducted in good faith, and Octotel (Pty) Ltd (“Octotel”) makes no representations or warranties, express or implied, regarding the operation of the Competition, the accuracy of any information made available to participants, or the suitability or availability of the Prize beyond what is expressly stated in these Terms and Conditions.
- 10.1.2. Octotel does not guarantee:
 - 10.1.2.1. uninterrupted or error-free participation in the Competition;
 - 10.1.2.2. that any entry will be successfully processed, recorded, or considered; or
 - 10.1.2.3. that any participant will win, regardless of eligibility or number of entries.
- 10.1.3. Entry into the Competition does not create any contractual relationship between Octotel and participants beyond these Terms and Conditions.
- 10.2. Octotel shall not be held liable for:
 - 10.2.1. the acts, omissions, or representations of any participating Internet Service Provider (“ISP”), prize supplier, or delivery agent;
 - 10.2.2. any third-party system failures, including network outages or ISP connectivity issues; or
 - 10.2.3. any delays or inaccuracies arising from data supplied by third parties.

Each participating ISP remains responsible for its own promotional conduct and customer communication.
- 10.3. While Octotel endeavours to ensure that all promotional materials, advertisements, and published information are accurate at the time of publication, errors or omissions may occur. Octotel reserves the right to correct any typographical, printing, or clerical errors and shall not be held liable for any such inadvertent inaccuracies.
- 10.4. Images, descriptions, or depictions of the Prize appearing in promotional materials are for illustrative purposes only. Actual models, specifications, or features may differ from those shown, subject to



availability and manufacturer changes.

No liability shall arise from any variation between promotional images and the actual Prize delivered.

- 10.5. Nothing in these Terms and Conditions is intended to unlawfully exclude, limit, or waive any statutory rights that participants may have under the Consumer Protection Act, 2008, or any other applicable law.
- 10.6. Octotel reserves the right, subject to approval from the National Consumer Commission (NCC) where required, to amend, suspend, or cancel the Competition or any part thereof in the event of circumstances beyond its reasonable control, without liability to any participant or third party.

Any such changes will be communicated through official channels in accordance with Section 36(6)(b) of the CPA.

11. Governing Law And Jurisdiction

- 11.1. These Terms and Conditions, and any dispute or claim arising from or in connection with the *“Win a Suzuki Jimny”* Competition, shall be governed by and construed in accordance with the laws of the Republic of South Africa, including but not limited to the Consumer Protection Act, 2008 (Act No. 68 of 2008), the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), and the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002).
- 11.2. The parties irrevocably agree that the courts of the Republic of South Africa shall have exclusive jurisdiction to hear and determine any disputes, claims, or proceedings arising out of or relating to the Competition or these Terms and Conditions
- 11.3. All legal proceedings shall be instituted in the High Court of South Africa (Western Cape Division, Cape Town), unless otherwise agreed in writing by Octotel. Notwithstanding the foregoing, Octotel reserves the right to bring proceedings in any other competent court should it deem it necessary to protect its rights or enforce compliance.
- 11.4. If any provision of these Terms and Conditions is found by a court or competent authority to be invalid, unlawful, or unenforceable, such provision shall be severed to the extent necessary, and the remaining



provisions shall continue to have full force and effect. Headings and section titles are provided for convenience only and shall not affect the interpretation of these Terms.

- 11.5. These Terms and Conditions constitute the entire agreement between Octotel and the participants in relation to the Competition and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter herein.
- 11.6. Any failure or delay by Octotel to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision or of any of Octotel's legal rights, and no waiver shall be effective unless made in writing and signed by an authorized representative of Octotel.

12. Arbitration And Class Action Waiver

- 12.1. In the event of any dispute, claim, or controversy arising out of or relating to the *"Win a Suzuki Jimny"* Competition or these Terms and Conditions (including their interpretation, validity, performance, or termination), the parties agree to first attempt to resolve the matter amicably through good-faith negotiations.
- 12.2. Should the dispute remain unresolved within thirty (30) calendar days of written notice by either party, such dispute shall, by mutual agreement, be referred to binding arbitration in accordance with the Arbitration Act, 1965 (Act No. 42 of 1965), as amended.
 - 12.2.1. The arbitration shall be conducted in the City of Cape Town, in the English language.
 - 12.2.2. The arbitration shall be presided over by an independent arbitrator appointed by agreement between the parties or, failing agreement within fourteen (14) days, by the Arbitration Foundation of Southern Africa (AFSA).
 - 12.2.3. The decision of the arbitrator shall be final and binding, and may be made an order of court in any court of competent jurisdiction.



12.3. Nothing in this clause shall preclude a participant from:

12.3.1. referring a complaint or dispute to the National Consumer Commission (NCC) or an appropriate consumer court established under the Consumer Protection Act, 2008; or

12.3.2. pursuing any other statutory remedy available under the CPA.
This clause is intended to facilitate, not restrict, lawful consumer dispute resolution under South African law.

12.4. All arbitration proceedings, including all filings, evidence, and decisions, shall be strictly confidential and may not be disclosed to any third party except as required by law or to enforce or challenge an arbitration award in court.

12.5. To the maximum extent permitted by law, each participant agrees to bring any claim or dispute solely in their individual capacity, and not as a plaintiff or class member in any purported class action, collective, or representative proceeding. The arbitrator may not consolidate more than one individual's claims or preside over any form of a representative or class proceeding.

12.6. Each party shall bear its own legal costs and expenses associated with the arbitration, except where the arbitrator determines otherwise in an award made on the merits. Octotel shall bear any administrative costs of the arbitration required by law to ensure fair consumer access to the process.

12.7. Initiation of arbitration or alternative dispute resolution proceedings shall not suspend or waive any statutory time limits or rights of either party unless expressly agreed in writing.

13. Amendments and Termination

13.1. Octotel reserves the right, in its sole and absolute discretion, to amend, modify, suspend, or terminate the *"Win a Suzuki Jimny"* Competition or any part thereof at any time, subject to compliance with



applicable law, including Section 36(6)(b) of the Consumer Protection Act, 2008 (CPA) and related regulations.

13.2. Octotel may exercise its rights under this clause in circumstances including, but not limited to:

- 13.2.1. force majeure events, such as natural disasters, war, national emergencies, pandemics, or other events beyond its reasonable control;
- 13.2.2. technical or operational failures affecting the integrity or fairness of the Competition;
- 13.2.3. fraud, misconduct, or abuse of the Competition system;
- 13.2.4. legal or regulatory requirements necessitating alteration or suspension; or
- 13.2.5. where continuation of the Competition would be impractical, unlawful, or contrary to public policy.

13.3. In the event of any material amendment, suspension, or early termination of the Competition, Octotel shall provide reasonable prior notice to participants through one or more of the following official channels:

- 13.3.1. publication on Octotel's official website;
- 13.3.2. communication through participating ISPs; and/or
- 13.3.3. notification via email, SMS, or other electronic means to registered entrants, where feasible.
- 13.3.4. Such notice shall clearly specify the nature and effective date of the change.

13.4. In the event of termination prior to completion of the Competition:

- 13.4.1. no further entries will be accepted after the date of termination;
- 13.4.2. Octotel shall not be obliged to award any prizes unless the selection process has already been completed prior to the termination date; and
- 13.4.3. participants shall have no claim against Octotel, its affiliates, or participating ISPs for any costs, damages, or losses incurred as a result of such termination, except to the extent that such liability cannot lawfully be excluded under the CPA.



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