

Please read these Promotion terms and conditions (“Terms and Conditions”) carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Promotion.

All participants during the term of this Promotion agree to be bound by the following terms and conditions which must be read together with the terms and conditions of WIRUlink’s Service Application, the Debit Order Instruction, the Rental Application (if applicable), WIRUlink’s Quotation(s), WIRUlink’s Warranty and WIRUlink’s Acceptable Use and Fair Usage Policy (hereinafter referred to as **“the Service Contract”**).

1. The Promotion is named CYBER MONDAY 2017 (“Promotion”). The promoter of the Promotion is WIRUlink (Proprietary) Limited, Registration number: 2006/011482/07 and/or its agencies (“the Organizer”).

2. Promotion Period: The Promotion will run for one day only, Monday, 27th November 2017 from 00h01 to 23h59 (“the Promotion Period”).

2.1 The duration of the Promotion may be extended or curtailed at the discretion of the Organizer.

2.2 Any changes to the Promotion Period will be published on www.wiru.co.za

3. Who may enter: All participants must: (i) be citizens of the Republic of South Africa and/or a legal resident of the aforesaid country, (ii) be currently residing in the Republic of South Africa at the date of the commencement of the Promotion Period, (iii) be a natural person and be at least 18 (eighteen) years old.

3.2 Participation in this Promotion excludes the Organizer, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or is controlled by them or any supplier of goods and services in connection with the Promotion and their spouses, life partners, parents, children, siblings, business partners or associates.

4. How to qualify for the Promotion: The participant must (i) Enter online (ii) Enter into a 24 month agreement for a Wireless Uncapped Lite / Advanced or Supreme package/s as specified on the WIRUlink website, (ii) Enter into the agreement on Monday, 27th November 2017 and (iii) after successful credit approval.

5. The Promotion is not limited to one promotion per household. Should there be any dispute in this regard, the Organizer shall be sole adjudicator of the dispute and the Organizer’s decision shall be final.

6. The Promotion will afford the participant to receive complimentary equipment for wireless internet installation and the first 3 (three) months service fee for free. The equipment and complimentary service fee is not transferable. No substitution, cash redemption, or assignment of the equipment and/or the complimentary service fee is permitted.

7. Limitation of Liability: To the extent permitted by Consumer Protection Act and any other applicable law the participant hereby indemnifies the Organizer against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, and whether it arose under the law of contract or delict or otherwise, because of the participants entrance to the Promotion and the Organizer excludes all warranties (express or implied), representations and liabilities regarding this Promotion (other than for death or personal injury caused by its negligence and/or fraud).

8. General:

8.1 In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any participant in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion and in accordance with clause 8.2 below.

8.2 Details of participants will not be used by the Organizer for WIRUlink related communication should the participants opt-out to receive further communication from the Organizer.

8.3 Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.

8.4 The Organizer's may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the Organizer's website <http://www.wiru.co.za>. The onus rests on the participant to constantly check the website for updates to the terms and conditions.

8.5 The Organizers reserve the right, at any time, to verify the validity of participants (including a participant's identity, age and place of residence) and to reject any participant who has not agreed to these Terms and Conditions. Errors and omission may be accepted at the Organizer's discretion. Failure by the Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.

8.6 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the Organizer reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

8.7 Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, termination or termination shall be deemed to have taken effect from the date of publication on the Organizer's website <http://www.wiru.co.za>. No liability shall lie against the Organizer in favour of any participant, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore the participant waives his/her right which they may have against the Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.

8.8 This Promotion is governed by these terms and conditions and the terms and conditions of all related documents (the Service Contract) as set out in the pre-amble hereto.

8.9 Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of South Africa.

8.10 To the extent that these terms and conditions conflict with the terms and conditions of WIRUlink service application, the terms and conditions of the latter will take precedence.

8.11 The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the equipment and/or installation, but not limited to, stock unavailability, strike, lock out, destruction of the equipment on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.

8.12 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

8.13 A maximum of 100 (one hundred) Promotion packages is available and will be allocated on a first come first serve basis. Should there be any dispute in this regard, the Organizer shall be sole adjudicator of the dispute and the Organizer's decision shall be final.

8.13 Kindly note that this promotion is subjected to network connectivity.