

**FAIRCUM**

A division of the Faircape Group

Tomorrow's connectivity *today*

Tel: (021) 815 5700 | Fax: 086 511 0120 | Email: info@faircom.co.za

www.faircape.co.za | REG No. 2007/031721/07

6th Floor, The Terraces, 25 Protea Road, Claremont, 7708 | PO Box 13214, Mowbray 7705

## **FAIRCAPE GROUP HOLDINGS (PTY) LTD**

### **T/A FAIRCAPE COMMUNICATIONS**

#### **FREE SPEED UPGRADE**

#### **PROMOTIONAL TERMS & CONDITIONS**

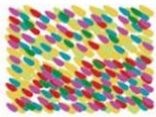
#### **MARCH 2019**

### **1. Definitions**

- 1.1. **"Acceptable Use Policy"** is the acceptable use policy found at <https://www.faircom.co.za/>;
- 1.2. **"Agreement"** is the agreement between Faircom and the Participant for the provision of Services formed by these Conditions, the Acceptable Use Policy, and any other policies that Faircom makes available on its website;
- 1.3. **"Conditions"** refer to these terms and conditions to be read in conjunction with the Acceptable Use Policy;
- 1.4. **"Existing Customer"** shall mean an individual who, prior to the commencement of the Promotion Period, concluded an agreement with Faircom for any fibre related services;
- 1.5. **"Faircom"** shall mean Faircape Group Holdings (Pty) Ltd, Registration Number 2007/031721/07;
- 1.6. **"Participant"** shall have the meaning ascribed to it in clause 2.3 below;
- 1.7. **"Promotion Period"** shall mean the period of time between 08h30 on 06 March 2019 until 17h00 on 31 March 2019;
- 1.8. **"Promotion"** shall mean this promotion as described in clause 2.3 and 2.4 below, subject to these Conditions;
- 1.9. **"Services"** means such implementation, hosting and other services (if any) provided to the Participant pursuant to a selected fibre package;

### **2. General**

- 2.1. Faircom reserves the right to cancel or amend this Promotion and these Conditions at any time, without notice.
- 2.2. Faircom reserves the right to extend the Promotion Period by amending these Conditions at any time, without notice.
- 2.3. This Promotion is restricted to new customers ("Participants") who, during the Promotion Period:-
  - 2.3.1. complete an online survey with Faircom at <https://faircom.co.za/>; and
  - 2.3.2. conclude an Agreement with Faircom for Services within one of the following residential schemes:-
    - 2.3.2.1. 23 Arthurs Road;
    - 2.3.2.2. Avondale Gardens;



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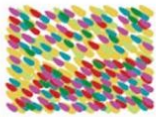
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- 2.3.2.3. Anfield Village;
- 2.3.2.4. Cannon Gardens;
- 2.3.2.5. Camargue;
- 2.3.2.6. Canal Quays;
- 2.3.2.7. Cinnabar;
- 2.3.2.8. Church Square;
- 2.3.2.9. Crimson Square;
- 2.3.2.10. Empire;
- 2.3.2.11. Fairdale;
- 2.3.2.12. Fisherman's Village;
- 2.3.2.13. Harbour Bridge;
- 2.3.2.14. Intaba;
- 2.3.2.15. Liberty Grande;
- 2.3.2.16. Leisure Bay;
- 2.3.2.17. Melrose Village;
- 2.3.2.18. Ocean Breeze;
- 2.3.2.19. Trinity Gardens;
- 2.3.2.20. Urban Spin;
- 2.3.2.21. Upper Eastside;
- 2.3.2.22. The Factory;
- 2.3.2.23. Wembley Square; and
- 2.3.2.24. Woodbridge Island.

2.4. Upon completion of the online survey referred to in clause 2.3.1 above, Participants shall, at no extra cost, have the option to upgrade the standard line package ("SLP") associated with the Service to an applicable promotional upgrade package ("PUP") as listed below:-

SLP	APPLICABLE PUP
4Mbps @ R250.00 p/m***	n/a
6Mbps @ R350.00 p/m***	n/a
10Mbps @ R450 p/m	15Mbps @ R450 p/m



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20Mbps @ R675 p/m	30Mbps @ R675 p/m
50Mbps @ R850 p/m	75Mbps @ R850 p/m
100Mbps @ R999 p/m	150Mbps @ R999 p/m
200Mbps @ R1399 p/m	300Mbps @ R1399 p/m

- 2.5. The PUP shall be applicable for the duration of the Agreement between the Participant and Faircom.
- 2.6. This Promotion shall not apply to Participants signing up for an SLP in the categories marked with "\*\*\*\*" in the table above.
- 2.7. For the avoidance of doubt, Existing Customers shall not be eligible to participate in this Promotion.
- 2.8. Participants must be natural persons over the age of 18 (Eighteen) and must be in possession of a valid South African ID book or valid passport for identification purposes.
- 2.9. Participants shall at all times during the Promotion Period and for the duration of the Agreement, be required to adhere to Faircom's Acceptable Use Policy found at <https://www.faircom.co.za/>.
- 2.10. Where a free router has been provided to a Participant in respect of this Promotion and the Services are subsequently terminated or suspended in accordance with the Agreement, then:-
- 2.10.1. the Participant shall within 2 (two) calendar days from the date of termination or suspension of the Services, return the router to Faircom with its original packaging provided that the router is in a good working condition; or
- 2.10.2. Faircom shall be entitled to compensation for the full retail price of the router as at the commencement of the Promotion Period which amount shall be paid via debit order and the Participant hereby consents to his/her account being debited for this purpose.
- 2.11. Participants agree to indemnify Faircom for any loss or damage Faircom may suffer as a result of the Participants breach of these Conditions.
- 2.12. Participants agree to indemnify Faircom for any loss or damage he/she may suffer as a result of this Promotion.
- 2.13. Participants acknowledge and agree to the fact that Faircom accepts no responsibility for any problems or technical malfunction of any communication network.
- 2.14. Participants may be invited to participate in public relations activities and other marketing initiatives as organised by Faircom for the purpose of this Promotion. Participants reserve the right to refuse such invitation. Participants will not be entitled to any remuneration for such participation.
- 2.15. Participation and acceptance of this Promotion constitutes full and unconditional acceptance of these Conditions.