

ITHUBA HOLDINGS (RF) PROPRIETARY LIMITED
DLALA MORE, WINA MORE COMPETITION TERMS AND CONDITIONS
(“COMPETITION RULES”)

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1. INTRODUCTION

- 1.1 These are the standard Terms and Conditions for the Dlala More, Wina More – Online (“**Competition**”) conducted by ITHUBA Holdings RF Proprietary Limited (“**ITHUBA and/or Promoter**”).
- 1.2 Individuals who take part in this Competition, are required to review these Terms and Conditions before entering the Competition and these individuals hereby acknowledge that they have been afforded adequate opportunity to do so (hereinafter referred to as “**Participants**”). Moreover, the Participants hereby confirm that they understand and accept these Terms and Conditions.
- 1.3 Participation in the Competition constitutes your acceptance of these Terms and Conditions. Participants agree to abide by these Terms and Conditions and warrant that they meet the eligibility requirements.
- 1.4 These Terms and Conditions will prevail if there is any conflict with any other communications sent to you by ITHUBA and advertising partners.
- 1.5 Prize redemption instructions are deemed to form part of these Terms and Conditions.

1.6 Due to Capitec’s late entry into the promotional competition, the Terms and Conditions as they apply to customers of Capitec shall be adjusted on a pro-rata basis. This adjustment will account for the reduced period (From 08 to 21 August 2024 which shall be the commence date for Capitec's customers) during which Capitec's customers are eligible to participate in the promotion. All other provisions of the Terms and Conditions remain unchanged and fully applicable.

2. THE CONSUMER PROTECTION ACT 68 OF 2008 (“CPA”)

2.1 The Competition Rules contain specific terms and conditions which may:

2.1.1 Limit the risk or liability of ITHUBA or any relevant third party;

2.1.2 Create risk or liability for the Participant;

2.1.3 Compel the Participant to indemnify ITHUBA or a relevant third party; and/or

2.1.4 Serve as an acknowledgment by the Participant of certain facts.

2.2 Please pay special attention to the clauses that are in bold, as they may limit our liability (responsibility) or involve some risk to Participants.

3. THE PARTICIPANT

3.1 The Participant must be:

3.1.1 A natural person and may not be a juristic person;

3.1.2 18 years or older;

3.1.3 In possession of a valid South African Identity Document or applicable Passport and any other documents that legally permit the Participant to be in the country; and

3.1.4 A permanent resident or citizen of the Republic of South Africa residing in South Africa.

3.2 It is a material term of the Competition that all Participants to this Competition participate entirely at their own risk.

3.3 No Director, employee, agent, or consultant of ITHUBA, banking institutions namely Absa, Capitec, First National Bank, Nedbank, Standard Bank, and Tyme Bank, or telecommunication institutions namely MTN MoMo and VodaPay, or organizer, nor their spouses, life partners, business partners, immediate family members, or suppliers of goods and services in connection with this Competition may participate in this Competition. In the event that any of the aforementioned individuals participate, they will be ineligible to claim any prize.

4. ENTRY INTO THE COMPETITION

4.1 To enter this Competition, Participants will be required to play LOTTO, PowerBall, or DAILY LOTTO on their Banking App, Telco App, or any of the online National Lottery games on the Online National Lottery Platform.

4.2 Participating Banking partners are as follows: Absa, Capitec, First National Bank, Nedbank, Standard Bank, and Tyme Bank. Linked bank accounts belonging to a minor may not be used by a parent or guardian to play any of the National Lottery games.

4.3 Participating Telecommunication partners are as follows: MTN MoMo and VodaPay.

4.4 Participants of this Competition will automatically be entered to stand a chance to win R5,000.00 (five thousand rands), once they have successfully played the National Lottery games available on the participating Banking App, Telco App or online.

4.5 Only Online banking app, Telco app, and National Lottery website transaction entries that qualify will be entered automatically into the draw.

4.6 The Competition will be advertised and/or published through the following mediums: TV, digital, and social media platforms.

4.7 The Competition shall commence at 00h00 on 18 July 2024 and shall terminate at 23h59 on 21 August 2024 (“**Competition Period**”). Any entries received after 23h59 on 21 August 2024 will not be considered.

- 4.8 There is R2,500,000.00 (two million five hundred thousand rand) in total that can be won. Five hundred (500) winners stand a chance to win R5,000.00 (five thousand rand) each over the Competition period i.e., 100 (one hundred) prize winners will be randomly selected every week, across all participating partners, and the National Lottery website, and will each win R5,000.00 (five thousand rand) per week over the Competition Period. The weekly winners will be randomly selected from the Competition entries database, verified and audited by ITHUBA's internal auditors.
- 4.9 Only valid entries on eligible games will be accepted through personal banking or Telecommunication accounts.
- 4.10 Entries through a business bank or business Telco account will be declared invalid.**
- 4.11 Participants may enter the Competition as many times as they would like provided that each entry is associated with a separate play/purchase and accurate information is provided. More National Lottery ticket purchases means more entries; however, one Participant will not be able to win a prize more than once across the competition period.
- 4.12 To qualify for entry in the competition, participants must play within the same week as the draw. Entries for draws scheduled in advance will not be considered valid.
- 4.13 Any technical failures that lead to any Competition entry being invalid or not received will not be ITHUBA's liability, the Banking Institutions' liability, or the Telecommunication Institutions' liability. ITHUBA, the Banking Institutions, and/or the Telecommunication Institutions cannot be held responsible for any technical errors.**
- 4.14 ITHUBA, the Banking Institutions and the Telecommunication Institutions shall not accept any responsibility and liability for incomplete entries, including any network, computer or cell phone hardware or software failures. Proof of sending your access will not be accepted as proof of receipt.**
- 4.15 If playing and winning on a Banking Institution's Banking App, the participating Banking Institution will notify the individual winners, and the cash prize of R5,000.00 (five thousand rands) will be deposited directly into the winner's banking account.

- 4.16 If playing and winning on a Telecommunication Institution's Telco App, the participating Telecommunication Institution will notify the individual winners, and the cash prize of R5,000.00 (five thousand rands) will be deposited directly into the winner's Telecommunication user account.
- 4.17 If playing and winning on the National Lottery website, the R5,000.00 will be deposited into the National Lottery player's account wallet, which can be withdrawn at the Participant's discretion.
- 4.18 By participating or entering this Competition, Participants agree to accept and be bound by these Terms and Conditions, any applicable terms of each Banking Institution's Banking App, each Telecommunication Institution's Telco App, or online terms and at this moment, the Participants warrant that all information submitted to ITHUBA and the relevant Banking Institution, and Telecommunication Institution is accurate, correct and complete.**
- 4.19 ITHUBA, the Banking Institutions, and the Telecommunication Institutions do not make any representations or give any warranties, whether expressly or implicitly, that an entry or participation in the Competition will necessarily result in the Participant winning the Competition.**
- 4.20 To the extent the law allows, ITHUBA will only be responsible for those costs which these Terms and Conditions expressly say that ITHUBA will pay. The Participant is responsible for all other costs incurred by the Participant or arising directly or indirectly from the Participant's participation in the Competition or from the acceptance, receipt, use, or enjoyment of the experience.**
- 4.21 Without limiting the rest of this section, the Participant will be responsible for the cost of entering the Competition, and any data or call charges that apply, as per the tariff rates charged by the Participant's mobile network provider, in addition to any applicable USSD charges.**

5. THE WINNERS

- 5.1 The random draw will be conducted every Thursday commencing on 25 July 2024 using an Automated Random Number Generator, and the last draw will take place on 22 August 2024. One Hundred (100) winners will be randomly selected every week and will each win R5,000.00 (five thousand rand). A total of 500 winners that will be selected over Competition Period. In the unlikely event that fewer than one hundred (100) winners are identified by the conclusion of the Competition, a redraw will be conducted to reach the one hundred (100) winner threshold.
- 5.2 The Winner will be notified of their winning by means of the contact details provided to the relevant Banking Institution or Telecommunication Institution or the National Lottery website. The cash prize of R5,000.00 (five thousand rands) will be deposited into the winner's bank or Telco, National Lottery e-wallet account within 72 (seventy-two) hours after the random draw, or, in the case of the Banking Institutions and Telecommunication Institutions, within seventy-two (72) hours from when ITHUBA has supplied the winning ticket numbers to them. Winnings can be withdrawn/accessed immediately once reflected in the winner's bank account or e-wallet account.
- 5.3 There will be one Winner allocated per player Identity Number (ID), bank account number, and telecommunication account number. A Winner cannot win more than once across the competitor period. If there is a duplicate winner, a redraw will be conducted for a new Winner. The Winner from the redraw will be notified on the following day of the draw, i.e., if the draw is on 1 August 2024, the redraw will take place on 2 August 2024.

6. THE PARTICIPATING NATIONAL LOTTERY BANKING PARTNERS AND TELECOMMUNICATION PARTNERS

- 6.1 ITHUBA will supply the relevant participating Banking Institution and Telecommunication Institutions with the randomly selected winning ticket numbers for the week.
- 6.2 Should there be no winners for a specific Banking Institution or Telecommunication Institution for a particular week, no ticket numbers will be provided.
- 6.3 Each participating Banking Institution or Telecommunication Institution will match the winning ticket to the valid player ID and bank account number or Telco account number to process winnings into the winner's account.
- 6.4 ITHUBA, the relevant Banking Institution, and the relevant Telecommunication Institution will be responsible for paying R5,000.00 (five thousand rand) to each selected winner into their National Lottery wallet, bank account or Telco account from which the player transacted. The relevant Banking Institution, and the relevant Telecommunication Institution will endeavour to process this payment within seventy-two (72) hours from when ITHUBA has supplied the winning ticket numbers. Some delays should be expected, however, all winners will be notified accordingly.
- 6.5 ITHUBA, the Banking Institutions, and the Telecommunication Institutions are not responsible if your entry is not successfully submitted or a prize winner does not successfully receive or take up a prize for any reason, including technological failure or any technical errors.**
- 6.6 ITHUBA, the Banking Institutions, and the Telecommunication Institutions are not responsible for any loss or damage you or any third party may suffer due to your participation in the Competition or accepting a prize.**
- 6.7 ITHUBA will not be responsible for any transactional fees, bank charges, or data charges for these transactions.**

7. THE RULES

7.1 The following Rules apply to the Competition:

7.1.1 ITHUBA reserves the right to amend these Competition Rules or Terms and Conditions by bringing it to the Participant's attention within a reasonable period. Without prejudice to any rights the Participants may have in law, ITHUBA may terminate the Competition at any time.

7.1.2 If the Competition is terminated or suspended, all Participants hereby acknowledge, consent and agree to waive any rights or claims that they may have in law or in terms of the Competition and acknowledge that they have no recourse against ITHUBA, its Competition partners, the Banking Institutions, the Telecommunication Institutions, and/or their directors, employees, agents, consultants, partners, suppliers, or sponsors.

7.1.3 In the event of a dispute, the decision of ITHUBA will be final and binding, and no further correspondence and/or discussion will be entered into. In this regard and for further clarity, ITHUBA shall be entitled to deal with such disputes (or any failure by Participants to follow the Competition Rules) in its sole discretion, including that ITHUBA shall be entitled to disqualify Participants from this Competition immediately.

7.1.4 Winners have the right to decline consent or participation in any marketing and promotional activities. If a winner agrees or provides his/her consent, ITHUBA, the Banking Institutions, and the Telecommunication Institutions, may publish the winner's details on any internal or external advertising or promotional material during the Competition Period up to and including 23 August 2024. We (ITHUBA, the relevant Banking Institution and the relevant Telecommunication Institution) will determine the nature and distribution of these materials. If a prize winner does not consent to the publication of their name and image, the prize winner will still receive the Prize.

7.1.5 The prize payout may not be transferred from ITHUBA to the winner unless the

winner played from the National Lottery website/App. The relevant Banking Institution or Telecommunication Institution will payout the selected winner only. The Participant may not exchange their winnings for any other product, service or value add. ITHUBA does, however, reserve the right to substitute the prize with any other prize of a similar commercial value.

7.1.6 If required by the Minister for Trade, Industry and Competition, the National Lotteries Commission, the National Consumer Commission or for any other reason, ITHUBA, can end the Competition immediately with or without notice to you. If this happens, the Participants hereby consent, acknowledge and agree to waive (give up) any rights which they may have against ITHUBA and any relevant Banking Institutions or Telecommunication Institution. The Participants will have no claim against ITHUBA, the Banking Institutions and the Telecommunication Institution.

8. INDEMNIFICATION

8.1 By entering the Competition, the Participant expressly agrees to the following indemnifications:

8.1.1 The Participant indemnifies and holds harmless ITHUBA, the Banking Institutions, the Telecommunications Institutions, the Competition partners, their directors, employees and their agents (“the Indemnified Parties”) of any liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and

8.1.2 The Participant accepts that the Indemnified Parties will not be responsible for any costs, damage, or otherwise incurred by the Participant subsequent to claiming the prize payout.

9. GENERAL

- 9.1 A copy of these Terms and Conditions can be obtained on the participating Banking and Telecommunication Institution's App, and the National Lottery website (<https://www.nationallottery.co.za/>).
- 9.2 These Terms and Conditions will be interpreted and construed in accordance with the laws of the Republic of South Africa. All information relating to this Competition and published on any Competition material will form part of the Terms and Conditions of entry.
- 9.3 As far as the law allows, all warranties and representations in relation to the Competition not set out in these Terms and Conditions (whether expressed, implied or tacit) are hereby excluded.
- 9.4 If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision will be severed from these Terms and Conditions and will not affect the validity or enforceability of any remaining provisions.
- 9.5 Nothing in these Terms prevents Participants from approaching the National Consumer Commission or any relevant authority to obtain relief.

10. Protection of Personal Information ACT 4 OF 2013 ("POPI")

- 10.1 Any personal data relating to the Winners or any other Participants will be processed solely in accordance with the current Consumer Protection Act, 68 of 2008 (CPA) and/or the Protection of Personal Information Act (POPI) and each Party's Privacy Policy, which Policies are available on the National Lottery website in respect of ITHUBA, the Banking App of the relevant Banking Institutions and the Telco App of the relevant Telecommunication Institutions, and will not be disclosed to a third party without the Participant's prior consent.**
- 10.2 This Competition is in no way sponsored, endorsed, administered by, or associated**

with, Facebook, Twitter, or any other Social Network.

10.3 The Participant, by partaking in the Competition, consents to his/her personal information being shared with ITHUBA, the Banking Institutions, the Telecommunication Institutions and their employees, contractors or agents.

11. FORCE MAJEURE

Neither ITHUBA, the Banking Institution or the Telecommunication Institutions shall be held responsible for any delay or failure to perform any part of this Agreement to the extent such delay or failure results from any cause beyond their reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform, such as acts of God, acts of war or terrorism, technology or technical failures or errors, territory or political subdivision thereof, fires, storms, floods, epidemics, riots, work stoppages, strikes (work stoppages and/or strikes of any of the parties to this Agreement are specifically excluded from the language of this section), government restrictions, exchange or market rulings, extreme market volumes or volatility, suspension of trading (whether declared or undeclared), adverse weather or events of nature. Upon an occurrence of an event of force majeure, ITHUBA, the Banking Institution or the Telecommunication Institutions cannot insure (or guarantee) uninterrupted or error-free service or access to the E-commerce and/or digital Platform], and there may be periods where access is delayed, limited or not available. ITHUBA, the Banking Institution or the Telecommunication Institutions shall use commercially reasonable efforts to provide Platform Services to Participants in accordance with their respective business continuity policy.