



ITHUBA HOLDINGS (RF) (PROPRIETARY) LIMITED
EAZIWIN TOP UP COMPETITION TERMS AND CONDITIONS
(“COMPETITION RULES”)

1. Interpretation

1.1. In these Competition Rules, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

1.1.1. **“The Act”** means the Consumer Protection Act 68 of 2008, as amended;

1.1.2. **“Business Day”** means a day other than a Saturday or a Sunday or a day which from time to time is a proclaimed public holiday in the Republic of South Africa;

1.1.3. **“Competition”** means this Competition being conducted by the Promoter as detailed in these Competition Rules;

1.1.4. **“Competition Rules”** means these rules contained herein, as required by Section 36 of the Act;

1.1.5. **“Participant”** means any natural person who qualifies in terms of clause 4.1 hereof and who enters into the Competition in terms of clause 5 hereof;

1.1.6. **“POPI”** means the Protection of Personal Information Act, No 4 of 2013, as amended;

1.1.7. **“Promoter”** means Ithuba Holdings (RF) (Proprietary) Limited, having its business address at 14A Charles Crescent, Eastgate Extension 4, Sandton, Johannesburg;

1.1.8. **“Promotion Period”** means the period 25 October 2021 and closes on 14 December at 2h30;

1.1.9. **“Prize”** means as further described in clause 6;

1.1.10. **“Website”** means www.nationallottery.co.za; and

1.1.11. **“Winner”** means the Participants who are successful in the Competition and are notified as such by the Promoter in terms of clause 7.

2. Introduction

2.1. The Promoter is offering a Competition in terms of which the Participants can enter the Competition in order to win one of the Prizes.

2.2. The Promoter hereby imposes the following Competition Rules in terms of Section 36 of the Act.

3. The Act

3.1. The Competition Rules contain certain terms and conditions which may:-

3.1.1. Limit the risk or liability of the Promoter, or any relevant third party; and/or

3.1.2. Create risk or liability for the Participant; and/or

3.1.3. Compel the Participant to indemnify the Promoter or a relevant third party; and/or

3.1.4. Serve as an acknowledgement, by the Participant, of these Rules.

4. The Participant

4.1. The Participant must be:

4.1.1. A natural person and may not be a juristic person;

4.1.2. 18 years or older;

4.1.3. In possession of a Valid South African Identity Document or work permit and/or valid legal documents which allows you to in the country; and

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

4.2. The Participant, by entering into the Competition, expressly acknowledges that he/she has read these Competition Rules before entering the Competition and that he/she understands and hereby agrees to these Competition Rules.

4.3. It is a material term of the competition that all Participants' to this competition participate entirely at their own risk.

4.4. No director, employee, agent or consultant of the Promoter or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this competition may participate in this competition.

4.5. Anyone who within a 6 month period preceding this Competition has won any competition organised, promoted, or conducted by the Promoter, who resides at the same address as such a Winner, or who uses the same telephone number to enter this Competition, may not participate in this Competition.

5. How to enter

- 5.1.1. Play any two EAZiWIN games in a single 24 hour period (12:00:00pm to 11:59:59am);
- 5.1.2. To qualify for the draw, the player can play the same game twice or two different EAZiWIN games and a minimum transaction value is R6.00 (six rand) per entry;
- 5.2. The daily draw will take place at 12:01pm; and
- 5.3. There will be 10 (ten) randomly selected winners per day and each will receive R500 (five hundred rand) which will be paid directly into their National Lottery wallet.

6. The Prizes

- 6.1 There is a total of R250,000 (two hundred and fifty thousand rand) paid out as prizes in this competition.
- 6.2 Each prize consists of a R500 (five hundred rand) Top Up in the players National Lottery Wallet.
- 6.3 Prizes will be awarded as follows:
 - 6.3.1 There will be 500 (Five Hundred) prizes and each prize is equivalent to R500 (Five Hundred Rand) National Lottery Wallet top ups, which will be won over a period of 50 (Fifty) days, commencing on 25 October 2021.
 - 6.5.2 Each winner will be notified via SMS, which SMS will be sent to the player's mobile number, at no cost, once top up is completed.

7. The Winners

- 7.1 There will be 500 (Five hundred) winners selected in total during the duration of the period.
- 7.2 All winners will be selected by an independent auditor nominated by the Promoter or an electronic draw process. Winners will be notified via SMS within 24 (twenty four) hours once the selection has taken place. Winners will be obliged to share their name and surname, if required by the promoter, for social media publishing.
- 7.3 By participating in the Competition, the winners hereby accept that they might be required to take part in further publicity relating to the Competition. By participating in this promotion, the winners consent and agree to allow their names and likenesses to be used for promotional purposes aligned with the Promoter's business, including but not limited to

posting photos to the Promoter's website, Facebook and other social media pages, unless such winner expressly declines to participate in such publicity and/or promotional activities in writing.

7.4 If required, all winners will be required to provide their names, ID numbers and addresses and to sign an acknowledgement of receipt of the Prize.

7.5 The Participants consent, by taking part in the Competition to the Promoter using the personal information collected through the Competition to adjudicate the Competition and for future marketing purposes by the Promoter themselves.

7.6 Where Participants/ Winners consent to take part in the Promoter's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.

8 The Rules

8.1 The following rules apply to the Competition: -

8.1.1 The Participants must provide correct and up-to-date personal details as required by the Promoter with each referral sent to the Promoter and allow the Promoter to process such information in terms of the POPI Act;

8.1.2 The Promoter reserves the right to, anytime, terminate, suspend or amend these Competition Rules by bringing it to the Participants' attention within a reasonable period of time. In such event, where the Competition is terminated or suspended or amended, all Participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they have no recourse against the Promoter, their employees, agents, partners, suppliers, or sponsors;

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

8.1.4 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by a Participant and/or their guardians, determined in the Promoter's sole discretion, may result in disqualification from the Competition and ineligibility to win any prize.

9 Indemnification

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

9.1.1 The Participant indemnifies and holds harmless the Promoter and its promotional partners, their directors, employees and their agents (“the Indemnified Parties”) of any and all 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

9.1.2 The Participant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the Winner subsequent to claiming the Prize.

10 Prize Qualification Rules

10.1 Participation in the Competition constitutes acceptance of the Competition Rules.

10.2 By entering the Competition Participants consent to their details being used for marketing campaigns by the Promoter.

10.3 The winners will be notified by SMS sent to the recipient cell phone number used to enter the competition.

10.4 The Promoter reserves the right to substitute the Prize with any other prize of similar commercial value to the Prize offered herein, at its sole discretion.

10.5 For further information or enquiries please visit www.nationallottery.co.za

10.6 The judge’s decision is final and no correspondence will be entered into.

11 POPI

11.1 The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Consumer Protection Act (CPA)/ the Protection of Personal Information Act (POPI) and will not be disclosed to a third party without the entrant’s prior consent.

11.2 Entry into the Competition will be deemed as acceptance of these terms and conditions.

11.3 This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.

11.4 The Participant by part taking in the Competition consents to his/her personal information to be shared with the Promoter's employees, contractors or agents for the purpose of this Competition and for the purpose of sharing future promotions.