

ITHUBA HOLDINGS (RF) (PROPRIETARY) LIMITED

POWERBALL “POWER UP YOUR PLAY” PROMOTIONAL COMPETITION RULES - TERMS AND CONDITIONS



(“COMPETITION RULES”)

1. Interpretation

1.1. In these Competition Rules, unless the context 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 is 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 Promotional 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, Eastgate, Johannesburg;

1.1.8. **“Promotional Competition”** means the Competition to which these rules pertain as run by the

Promoter during the Promotion Period;

1.1.9. **“Promotion Period”** means the period 15 May 2023 and closes on 31 July 2023 at 00h00;

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

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

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

2. Introduction

2.1. The Promoter is offering a Promotional Competition in terms which the Participants can enter the Promotional 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 specific 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 specific facts.

4. The Participant

4.1. The Participant must be:

4.1.1. a natural person 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;

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

4.2. By entering into the Promotional Competition, the Participant expressly acknowledges that they have read these Competition Rules before entering the Promotional Competition and that they understand and thereby agree to these Competition Rules.

4.3. It is a material term of the Promotional Competition that all Participants in this Promotional Competition participants are entirely at their own risk.

4.4. No director, employee, agent or consultant of the Promoter or organiser, 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.

5. Mechanics

5.1 To enter into this Competition, Participants will be required to:

5.1.1. Buy a POWERBALL Ticket using any National Lottery channel, with a minimum of 1 board purchased (R5.00).

5.1.2. Participant to SMS the word POWER and your POWERBALL ticket number to 34909.

5.2. SMS's charged at R1.00. Free SMS's do not apply.

5.3. Entrants are to retain their ticket that they entered with or the winning receipt should they have already claimed any prize money won, as this will need to be presented in order to to claim your prize if drawn as a winner.

5.4. Entries will be limited to 1 entry per ticket, irrespective of the number of boards on the ticket.

5.5. Participants can enter multiple entries. However, one POWERBALL ticket number is valid for one entry only. Players can submit multiple PowerBall ticket numbers; all entries are entered each week in order to qualify for that week's draw. Participants cannot use the same POWERBALL ticket for more than one draw to enter.

6. The Prizes

6.1 Inverter with battery pack: 2.5kVa 2.56kWh Lithium Compact Power Station is pre-assembled and ready to use with a RCT Axpert VM2 2.5kVa Pure Sine Wave Inverter and 2 X 12V 100Ah Hubble S-100 A (1st LiFePO4 cells) battery. This 2500W Lithium Compact Power Station is the perfect backup power solution for small loads during load-shedding or unplanned power outages. Ideal for indoor Home and Office use.

- Powerful solar-ready 2500W Off-Grid Pure Sine Wave Inverter with large 3000W MPPT Solar Controller – RCT VM2 2.5k Inverter
- 2 X Hubble S-100 A 1.28kWh LiFePO4 battery with built-in Battery Management System (total 2.56kWh)
- Long battery lifespan (up to 4000 cycles)
- 15 year battery design life
- Built-in protection for over-charge, over-discharge and over-temperature
- Superior build quality
- Sleek integrated battery design with easily accessible outlet plugs
- LCD / LED display for comprehensive information
- Easy to use, plug-and-play back-up power solution
- Lightweight, compact and easy to move with strong castor wheels
- Re-charge with AC/Eskom or Solar (solar panels not included)
- Re-charge in 2.5 – 3 hours with AC
- 1 (one) year inverter warranty and 2 (two) years / 4000 cycles battery warranty
- Please note that this unit has a fan. Do not place in a low noise area.

6.2 There is a total of 3 inverters with battery packs will be won weekly during the promotional period.

6.3 Prizes are not exchangeable for cash.

6.4 Prizes will be awarded as follows:

Three prize winners will be drawn weekly, with the first draw starting on 22 May 2023 and the last on 01 August 2023 at 10:00 am.

6.5 Winners will be required to supply a copy of a valid ID, the entry ticket to the competition and a valid physical address to deliver their prize. Should the winners not be able to supply these, within 48 hours of being notified as a winner, an alternative winner will be selected, and the initially selected winner will forfeit their prize.

6.6 The organisers or promoters will only be held responsible for deliveries made to the correct addresses if the winners supply the details correctly.

7. The Winners

7.1 There will be 36 winners selected in total throughout the promotional period.

7.2 All winners will be selected by an independent auditor nominated by the Promoter and will be notified telephonically within 48 hours of the selection having taken place. In the event that any of the winners cannot be successfully contacted within three attempts, the Promoter reserves the right to select another winner in substitution. The names of the Winners will be available on the National Lottery website and the National Lottery social pages.

7.3 By participating in the Promotional Competition, the winners hereby accept that they might be required to take part in further publicity relating to the Promotional Competition. By participating in this promotion, the winners 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.

7.4 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 participating 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 participate in the Promoter's publicity campaigns, they will not be entitled to any remuneration. 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 Promotional 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 POPI;

8.1.2 The Promoter reserves the right to amend these Competition Rules by bringing it to the Participant's attention within a reasonable period and may terminate the Promotional Competition at any time. In such event, where the Promotional Competition is terminated or suspended, all Participants agree to waive any rights that they may have in terms of the Promotional 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 disqualify Participants from this Promotional Competition immediately.

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

9 Indemnification

9.1 By entering into the Promotional 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 liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Promotional 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.

9.1.3 The winner indemnifies and holds harmless the Promoter and its promotional partners, their directors, employees and their agents ("the Indemnified Parties") of any liability pertaining to any damage, cost, injuries and losses of whatsoever nature caused by usage of the inverter and its battery packs.

9.1.4 The Promoter and its promotional partners, their directors, employees and their agents ("the Indemnified Parties") are not responsible for any technical issues relating to the inverter and battery pack.

10 Prize Qualification Rules

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

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

10.3 The winners will be notified by telephone. If winners are uncontactable after 48 hours of attempting to contact them, their prize will be forfeited, and an alternate winner will be drawn for the same period of competition entry.

10.5 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.

10.6 For further information or enquiries, please visit www.nationallottery.co.za for the full terms and conditions.

10.7 The judge's decision is final, and no correspondence will be entered into.

11 POPI

11.1 The winner agrees to use their 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 the 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 taking part in the Promotional Competition, consents to his/her personal information to be shared with the Promoter's employees, contractors or agents for the purpose of this Promotional Competition and for the purpose of sharing future promotions.