

PROGRESSIVE JACKPOT

COMPETITION TERMS AND CONDITIONS



1. INTRODUCTION

- 1.1. These are the standard Terms and Conditions for the Progressive Jackpot online Competition conducted by ITHUBA Holdings RF (Proprietary) Limited (**“ITHUBA and/or Promoter”**).
- 1.2. Participants entered into the competition acknowledge that they have been allowed to review these Terms and Conditions. Moreover, they understand and accept these Terms and Conditions.
- 1.3. These Terms and Conditions will prevail in the event of any conflict with any other communications sent to you by ITHUBA and its partners.

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

- 2.1. These Terms and Conditions contain certain provisions which may:
 - 2.1.1. Limit the risk or liability of the ITHUBA, or any relevant third party;
 - 2.1.2. Create risk or liability for the Participant;
 - 2.1.3. Compel the Participant to indemnify the ITHUBA or a relevant third party; and/or
 - 2.1.4. Serve as an acknowledgment, by the Participant, of certain facts.

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; and
 - 3.1.4. 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; and

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- 3.3. No director, employee, contractor, service provider, agent or consultant of the ITHUBA or organizer, or their spouses, organisers, business partners or immediate family members, or the supplier of goods or services in connection with this Promotion may participate in this Competition.
- 3.4. By playing any National Lottery online game, the Participant will automatically be entered into the draw for the Progressive Jackpot.
- 3.5. Should the Participant wish to be removed from the Progressive Jackpot draw, the Participant must email info@ithubalottery.co.za and indicate same.

4. ENTRY INTO THE COMPETITION

- 4.1. Registered and verified Players that play any of the LOTTO, PowerBall, SPORTSTAKE, DAILY LOTTO or EAZiWIN games on the National Lottery website, mobile-web, or mobile APP will receive an automatic entry to stand a chance to win the Progressive Jackpot.
- 4.2. ITHUBA reserves the right to deem that entry invalid if a Participant has given incorrect details.
- 4.3. The Progressive Jackpot competition is open from 11 September 2023 and ends at 00h00 (midnight) on 22 December 2023.
- 4.4. The Jackpot Winner will be randomly selected from the E-commerce database of registered players, verified, and audited by an internal auditor.
- 4.5. For every R1.00 purchase across any National Lottery online game equates to one entry, i.e. R1.50 equals one entry. A LOTTO ticket at R5.00 equals five entries giving the player more chances of winning.
- 4.6. Participants will be entered each time a National Lottery game ticket is purchased online and will be legible to win the progressive jackpot during the promotional period.
- 4.7. ITHUBA does not make any representations or give any warranties, whether expressly or implicitly, that an entry or participation in the promotion will necessarily result in the Participant winning the promotion.
- 4.8. The cash prize is not transferable and may not be deferred, or exchanged for any other item.

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- 4.9. The winning amount will be automatically transferred to the Participant's valid National Lottery e-wallet account.
- 4.10. 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 the following:
 - 4.10.1. Any and all applicable fees;
 - 4.10.2. All other costs incurred by the Participant or arising directly or indirectly from the Participant's participation in the Promotion or the acceptance, receipt, use or enjoyment of the experience; and
 - 4.10.3. Without limiting the rest of this section, the Participant will be responsible for entering the promotion and any data or call charges that apply, as per the tariff rates charged by the Participant's mobile network provider.

5. THE WINNER

- 5.1. The Winner of the Progressive Jackpot will be randomly selected from the E-Commerce registered database of tickets purchased during the promotional period. Randomly selected winning tickets will be verified and audited by an internal auditor.
- 5.2. Each Winner will be selected and/or drawn by using a Random Number Selection Tool and audited by an internal auditor.
- 5.3. To be eligible for the draw, the Participant's account must be active at the time of the draw.
- 5.4. The draw will be performed by ITHUBA (including its Partners) and audited by an internal auditor.
- 5.5. The Progressive Jackpot amount at the time of winning will be deposited directly into the Participant's e-wallet, and the Participant's will receive an SMS to notify them that they have won.
- 5.6. The Winner will be notified of their winning by using their registered and verified contact details as provided in the Participant's National Lottery account profile.

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- 5.7. The Progressive Jackpot Winner can withdraw the total winning amount into a bank account of their choice.
- 5.8. All personal information supplied by Participants will be processed in accordance with South African Protection of Personal Information Act 4 of 2013 legislation (POPI Act) and the ITHUBA Privacy Policy, which Policy is available on the National Lottery website.

6. THE RULES

- 6.1. The following rules apply to the Competition:
 - 6.1.1. ITHUBA reserves the right to amend these Rules or Terms and Conditions by bringing it to the Participant's attention within a reasonable period and may terminate the Competition at any time without any reasons whatsoever.
 - 6.1.2. In case the Competition is terminated or suspended, all Participants agree to waive any rights or claim they may have in terms of the Competition and acknowledge that they have no recourse against ITHUBA, their Promotion partners, directors, employees, contractors, service providers, consultants, agents or suppliers.
 - 6.1.3. 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) at its sole discretion, including that ITHUBA shall be entitled to disqualify Participants from this Competition immediately.
 - 6.1.4. The Progressive Jackpots Winners must agree to participate in all publicity and social media that will be documented on all National Lottery platforms throughout the competition.

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7. INDEMNIFICATION

7.1. By entering into the competition, the Participant expressly agrees to the following indemnifications:

- 7.1.1. The Participant indemnifies and holds harmless ITHUBA including its Promotional partners, their directors, shareholder, employees, partners, directors, contractors, service providers, consultants, agents or suppliers (“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 damage to property, and claims based on publicity, defamation or invasion of privacy rights; and
- 7.1.2. The Participant accepts that the Indemnified Parties will not be responsible for any costs, damage, or otherwise incurred by the Winner subsequent to claiming the Prize.

8. GENERAL

- 8.1. A copy of these Terms and Conditions can be obtained on the National Lottery website (<https://www.nationallottery.co.za/>).
- 8.2. 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, published on any Promotional material will form part of the Terms and Conditions.
- 8.3. To the extent the law allows, all warranties and representations in relation to the promotion not set out in these Terms and Conditions (whether expressed, implied or tacit) are hereby excluded.
- 8.4. Contrary to any provision in these Terms and Conditions, ITHUBA reserves the right to amend, modify, change, postpone, suspend or cancel this competition without notice at any time for any reason ITHUBA reasonably deems necessary.

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8.5. 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. Protection of Personal Information ACT 4 OF 2013 (“POPI”)

- 9.1. Any personal data relating to the Winners 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.
- 9.2. This competition is not endorsed, administered by, or associated with any Social Media Network and/or networks.
- 9.3. The Participant, by partaking in the competition, consents to share their personal information with the ITHUBA’s directors, employees, contractors, service providers, partners or agents or suppliers for this competition and to share future Promotions.