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# **RULES AND REGULATIONS**

## **RAFFLE 2019**

## 1. PURPOSE OF THIS DOCUMENT

- 1.1 This document is for the RAFFLE game, which constitute the contractual rights and obligations of ITHUBA to participants, as may be amended from time to time.
- 1.2 In the event of a discrepancy or inconsistency between this document and the conditions and/or explanations being advised during a purchase, this document shall take precedence.

## 2. THE RAFFLE GAME 2019

- 2.1 The RAFFLE is a game in which the National Lottery system will generate a unique RAFFLE ticket number for each RAFFLE ticket bought. The total ticket count available for sale during the selling period is 500,000.
- 2.2 Tickets will be issued by the National Lottery system based upon the last sequence number issued. A participant cannot, therefore, pick his/her RAFFLE number(s) to be displayed on the ticket.
- 2.3 The cost for a RAFFLE ticket will be R50 including VAT.
- 2.4 The maximum entry for a participant will be R 2,000 including VAT per ticket.
- 2.5 A participant of the RAFFLE game may participate in the game by requesting the number of desired tickets to purchase from:
- 2.5.1 Participating National Lottery retailers.
- 2.5.2 The National Lottery website:  
[www.nationallottery.co.za](http://www.nationallottery.co.za)
- 2.5.3 National Lottery Mobile App.
- 2.5.4 RA Cellular.
- 2.5.5 A2PAY.
- 2.5.6 SmartCall.

- 2.6 The National Lottery system will generate a unique RAFFLE ticket number for each ticket bought. The relevant ticket will be issued and will serve as evidence to meet the Receipt Validation Requirements.
- 2.7 The RAFFLE ticket number selection will be issued by the Central Computer System (National Lottery System) based upon the last sequence number issued.
- 2.8 If an entry is not recorded on the Central Computer System for any particular draw, the entry will not be valid.
- 2.9 When the last RAFFLE ticket number is issued, the specific RAFFLE game will close and no additional tickets will be available for purchase.
- 2.10 The RAFFLE game will occur at least once every twelve months and the prizes will be determined by ITHUBA as approved by the National Lotteries Commission (NLC) from time to time.
- 2.11 The RAFFLE draw will take place on Friday, 10 January 2020 at 21:00 or as otherwise advised by ITHUBA from time to time, and approved by the NLC Board.
- 2.12 No participant or retailer shall enter into any special agreement for an entry in the draw outside the method of entry as determined by ITHUBA from time to time and approved by the NLC Board.

## 3. CANCELLATION OF A RAFFLE TICKET

- 3.1 Except as otherwise dealt with in the particular game rules, a ticket may be cancelled if it:
- 3.1.1 Has been issued in error.
- 3.1.2 Is illegible.
- 3.1.3 Is incomplete.
- 3.2 A ticket falling within the terms of paragraph 3.1 above may only be cancelled if it is returned to any National Lottery terminal within 2 hours of the time

when it was purchased, but provided that the two hours does not fall beyond the time when the sales are closed on the draw day. In the event that the terminal cannot read the ticket, the retailer may call the retailer helpline for further assistance. On cancellation of a ticket the participant will receive a refund and may purchase a new ticket.

3.3 All tickets purchased on the platforms below cannot be cancelled:

- 3.3.1 National Lottery Website.
- 3.3.2 National Lottery Mobile App.
- 3.3.3 SmartCall.

3.4 The total ticket count may exceed the ticket count of 500,000 as the cancelled tickets are included in the overall ticket count. The RAFFLE tickets will be sold during the selling period until the last RAFFLE ticket is sold.

**4. PRIZE POOLS - RAFFLE**

4.1 Prizes can be in the form of cash or tangible asset or any other form as determined by ITHUBA, and approved by the NLC Board from time to time. ITHUBA reserves the right, as approved by the NLC Board to substitute the prize with any other prize of comparable or greater commercial value for whatever reason.

4.2 Subject to the rounding down, the amount allocated by ITHUBA to the Prize Pool for the game is 50% of the net sales of entries into the draw or such amount as may be determined by ITHUBA from time to time, and approved by the NLC Board.

4.3 All prizes are fixed and predetermined and are not influenced by the number of entries per RAFFLE game.

4.4 Prizes will be drawn from the pool of ticket entries determined at the close of sales.

4.5 Participants are only allowed to win once per RAFFLE ticket number purchased.

4.6 All prizes will be rounded off to the nearest R1.

4.7 Further details on the jackpot prize are as stated in Annexure 1 below.

**5. RAFFLE - ODDS OF WINNING AND PRIZES IF ALL TICKETS ARE SOLD**

5.1 The prize table for each RAFFLE game will be determined and announced prior to the time of the next active RAFFLE game.

The prize table for the RAFFLE game is as follows:

Prize Category	No. of prizes	Odds	Amount Paid	% of sales	% of payout
Mercedes Benz C200 Cabriolet	10	50,000	R7,790,000	62%	31%
R50,000	20	25,000	R1,000,000	8%	4%
R10,000	155	3,226	R1,550,000	12%	6%
R1,000	2,160	231	R2,160,000	18%	9%
<b>TOTAL</b>	<b>2,345</b>	<b>213</b>	<b>R12,500,000</b>	<b>100%</b>	<b>50%</b>

The overall odds of winning a prize is 1 in 213.

5.2 Win a Mercedes Benz C200 (“Vehicle”)

5.2.1 Participants stand a chance to win 10 (ten) vehicles, namely Mercedes Benz C200 Cabriolet to the value of R779, 000 each, inclusive of all related costs.

5.2.2 It is specifically recorded, and the Participant(s) specifically acknowledges, consents and agrees that the above mentioned prize will not be exchanged and/or paid in cash, and shall not be transferrable.

5.2.3 The winner(s) agrees to accept the prize on the date of the handover which date shall solely be determined by ITHUBA, and the winner(s) shall ensure that they avail themselves on the date of the hand-over.

5.2.4 Once the prize is handed over, and should the winner(s) decide to sell the vehicle, the onus for reselling the vehicle shall fall on the winner(s), and ITHUBA shall in no way be involved in the reselling and/or the buyback option/transaction.

5.2.5 In the event that the winner(s), elects to resell their prize, he/she hereby acknowledges, consents and agrees to the fact that the value of the vehicle shall not be equivalent to the prize (Mercedes Benz C200 Cabriolet) value of R779,000. The aforementioned is due to, amongst other reasons:

- i) The fact that the resell shall be subject to the terms and conditions of Mercedes Benz (or any other dealership the Participant(s)/Winner(s) chooses).
- ii) The status of the vehicle will change from “New Vehicle” to a “Pre-Owned Vehicle” as a result of the registration process.
- iii) The standard vehicle depreciation may be imposed on the value of the car.

5.3 Win Cash (“the Cash-Pay-out”)

5.3.1 Participants of the RAFFLE game, also stand a chance to win cash prizes from the value of R1,000 to R50,000 as outlined in the Prize Table above.

5.3.2 Any winnings less than R50,000 may be validated and claimed from ITHUBA’s participating National Lottery retailers. Any winnings in excess of R50,000 (Fifty Thousand Rand) may be validated and claimed at any of ITHUBA’s offices nationwide.

<b>Ticket Sale Open:</b>	20 October 2019
<b>Ticket Sale Close:</b>	10 January 2020 at 20h30
<b>Draw Date:</b>	10 January 2020 at 21h00
<b>Number of Tickets Available:</b>	500,000
<b>Cost Per Ticket:</b>	R50.00
<b>Ticket Sales:</b>	R25,000,000
<b>Prize Pay-out:</b>	50%
<b>Prize Pool Value:</b>	R12,500,000

5.4 Winners have a claim period of 365 (three hundred and sixty five) days from the date of the draw of that RAFFLE game in which to claim their prize.

**6. PRIVACY POLICY - RAFFLE**

6.1. In the event of a cash prize of R50,000 or more, ITHUBA may use the participant’s name and picture in public communications made by ITHUBA concerning and relating to winners of the National Lottery only with the participant’s prior written consent.

6.2. All first prize (Jackpot) winners will be invited to participate in publicity. The first prize winners may be required to take part in publicity campaigns for broadcast or publishing purposes by ITHUBA with the participant’s prior written consent. First prize winners that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the promoter and/or ITHUBA. Travel and accommodation expenses for first prize winners involved in any publicity event will be paid by ITHUBA or as may be directed by ITHUBA only with the participant’s prior written consent.

6.3. Prizes will only be paid to verified prize winners according to ITHUBA’s Receipt Validation Requirements, unless otherwise determined by ITHUBA from time to time and approved by the NLC Board.

## ANNEXURE 1 TO THE RAFFLE GAME RULES AND REGULATIONS

### RAFFLE TERMS AND CONDITIONS

These RAFFLE game specific terms and conditions must be read in conjunction with the National Lottery Games General Terms and Conditions and the RAFFLE Game Rules and Regulations.

These RAFFLE game specific terms and conditions only deal with specific terms and conditions pertaining to the RAFFLE game, which shall be held during 20 October 2019 to 10 January 2020.

All participants to the RAFFLE game agree to the following specific terms and conditions pertaining to the RAFFLE game:

The draw date for the RAFFLE game will be held on the 10 January 2020. However, if (for any reason) not all RAFFLE tickets are sold by 10 January 2020, the draw for the RAFFLE may be postponed to a later date to be advised by ITHUBA and approved by NLC Board.

Once all the RAFFLE are sold out, the game will close systematically and no additional RAFFLE tickets will be available for purchase.

### 1. INTRODUCTION

1.1 The RAFFLE will be run by ITHUBA Holdings (RF) Proprietary Limited.

1.2 Each person entering the RAFFLE agrees and accepts that the RAFFLE rules as set out in these terms and conditions are binding on him/her.

### 2. RAFFLE PERIOD

2.1 The RAFFLE sales will open on Sunday, 20 October 2019 and will close at 20:30 on Friday, 10 January 2020, the draw will take place the same day at 21:00 (RAFFLE sales period).

### 3. HOW TO ENTER

3.1 In order to be eligible to enter the competition and to receive a prize:

3.1.1 You must be 18 years or older, a permanent resident of the Republic of South Africa or have a South African work permit with a South African bank account.

3.2 You are not eligible to enter this RAFFLE if:

3.2.1 You are a director, member, partner, employee, agent or consultant of the organisers or any other person who directly or indirectly is employed by ITHUBA Holdings.

### 4. WHERE TO PLAY

4.1 Buy your ticket at:

4.1.1 Any National Lottery retailer.

4.1.2 National Lottery website: [www.nationallottery.co.za](http://www.nationallottery.co.za)

4.1.3 National Lottery Mobile App.

4.1.4 A2Pay.

4.1.5 RA Cellular.

4.1.6 SmartCall.

### 5. TOP PRIZES

There are 10 X Mercedes Benz C Class Cabriolets to the value of R7, 779,000. Winners will agree to the following terms and conditions:

5.1. Winners, with their prior consent, will be encouraged to attend a winners' ceremony which will be held no later than 07 February 2020 at the ITHUBA offices.

5.2. Travelling arrangements shall be made for all winners to receive their prize who reside out of Johannesburg to attend the prize handover ceremony if so required. Full details will be communicated to the winners by ITHUBA Winners Services within the month of January 2020.

- 5.3. Travel and accommodation expenses for jackpot prize winners involved in any publicity event will be paid by ITHUBA or as may be directed by ITHUBA.
- 5.4. Prizes will only be paid to the verified prize winner according to ITHUBA's Receipt Validation.
- 5.5. By entering this RAFFLE game, the participant authorises ITHUBA to collect, store and use (not share), in compliance with Protection of Information Act., No4 of 2013, personal information of participants for marketing, communication or statistical purposes.
- 5.6. Prior written consent will be collected from the jackpot winners in order to use their names and pictures in public communications.
- 5.7. Further to the above, all top prize winners will be invited to participate in publicity. The Jackpot winners may be required to take part in publicity campaigns for broadcast or publishing purposes by ITHUBA. All top prize winners that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the promoter and/or ITHUBA, and shall only be utilised for the purposes stated herein. The prizes will not be handed or awarded to a third party. ITHUBA Holdings (RF) (Pty) Ltd reserves the right to modify or amend the terms and conditions at any time if it is deemed necessary in its opinion.
- 5.8. With prior written consent, the First Prize Winner/s or Participant/s will be take part in publicity campaigns for broadcast or publishing purposes by ITHUBA. First Prize Winner/s or Participant/s that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the promoter and/or ITHUBA.
- 5.8.1. First Prize (Jackpot) Winners may claim their Prizes within 30 (thirty) days of the Draw. If Prizes are not claimed within 30 (thirty) days of the Raffle draw, the Winners' from the Draw date, such First Prize Winners will be subjected to a minimum of 180 (one hundred and eighty) days waiting period to obtain their Prize.
- 5.8.2. The Prize/s are not transferable or exchangeable and no substitution or cash redemption of Prizes is permitted. The Prize will not be handed or awarded to a third party. Prizes will only be awarded to the verified Prize winner according to ITHUBA's Receipt Validation Requirements, unless otherwise determined by ITHUBA from time to time.
- 5.8.3. Once the prize is handed over, should winner/s decide to sell the vehicle, the responsibility falls on the winner. Ithuba is not responsible for the buy-back option. Once the vehicles are registered to the Prize Winners the status of the vehicles changes to "Pre Owned". As such, a standard depreciation of at least 10% is imposed on the value of the car.
- 5.8.4. Liability
- 5.8.4.1 Neither ITHUBA nor any Retailer shall be responsible or liable to any person claiming an interest of whatever nature on a Ticket. ITHUBA shall not be liable to pay interest on any winnings in respect of any period during which security or other relevant checks or enquiries are in process regarding any Ticket presented for payment by a Claimant, or during any period in which a dispute relating to the validity of a Ticket or a claim has not been resolved.
- 5.8.4.2 In the event that ITHUBA, in its absolute and sole discretion, believes that the bearer of a Ticket presented for payment or a person whose name, Identity number or address has been entered on the reverse side of the winning Ticket or who has completed a Claim Form is not the rightful owner thereof or lawfully entitled thereto, it shall be entitled to withhold payment of any Prize winnings for a period of up to 365 days after the relevant Draw



or purchase date, pending the outcome of all appropriate checks and enquiries being conducted. ITHUBA's decision will be final and binding.

5.8.4.3 ITHUBA shall not be liable to make payments of any Prize on a Ticket, which it knows or suspects has been resold or otherwise transferred by way of trade.

5.8.4.4 In no event shall ITHUBA or Retailer be liable for indirect, special or consequential loss or damage.

5.8.4.5 This document is proprietary to ITHUBA in all material respects.

5.8.4.6 The singular includes the plural, as the context may require.

5.8.5 Fraudulent / Suspected Fraudulent Tickets Lost, stolen, damaged or torn Tickets

5.8.5.1 ITHUBA will assist a Participant who reports a Valid Winning Ticket to be lost, stolen, provided that the Participant can provide sufficient information and/or evidence to validate their claim.

5.8.5.2 Torn tickets may only be paid if the National Lottery can confidently reconstruct and validate that the information contained is discernable, correct and legitimately identifiable on the Central Lottery system.

5.8.5.3 In the event that the lost or stolen Ticket, of which the detail has been reported to ITHUBA, is recovered during the Claim Period, ITHUBA will investigate the claim in determining a bona fide ownership of the Ticket.

5.8.5.4 At the sole and absolute discretion of ITHUBA, under no circumstance can lost, suspected stolen, damaged, forged or torn Ticket be paid out without approval from ITHUBA. Approval on such Ticket will require various details to be confirmed, including a full incident report and details relating to the Claimant / winner information and the Ticket.

5.8.6 RECEIPT Validation Requirements

5.8.6.1 An original/valid Ticket shall be the only valid proof for participation in the National Lottery Games and shall be the only valid instrument for claiming a Prize.

5.8.6.2 Before a Prize may be paid on any National Lottery Ticket, it must first be validated according to ITHUBA's Receipt Validation Requirements. ITHUBA's decision as to whether or not the National Lottery Ticket is valid shall be final and binding.

5.8.6.3 ITHUBA shall be entitled to declare a National Lottery Ticket invalid, and accordingly shall not authorise payment of any Prize, if:

- i. The National Lottery Ticket in whole or in part or fails to pass ITHUBA's confidential Receipt Validation Requirements and/or security tests.
- ii. The Control Number of an apparent winning National Lottery Ticket does not appear on ITHUBA's official list of Control Numbers of the winning Ticket.
- iii. A Valid Winning Ticket with that Control Number has been paid previously.
- iv. The Ticket does not appear on ITHUBA's list of the National Lottery Tickets issued for Entry to the particular Game, as kept on the Central Computer System.
- v. The National Lottery Ticket is mutilated, altered, unreadable, and incomplete or tampered with in any manner.
- vi. The National Lottery Ticket was not sold or issued in an authorised.

5.8.6.4 In any of the above cases, the Participant will be required to file a Claim Form with ITHUBA.

5.8.6.5 A Claimant shall be entitled to claim only the highest tier of Prize for which the validated Ticket is eligible and not any lesser Prize category or any otherwise unclaimed Prize in the particular Draw or Prize Pool.

## GLOSSARY

In this document, the singular shall include the plural and vice versa, as the context may require.

The following words and terms, whenever they appear in this document, shall have the following meanings, unless the context clearly indicates otherwise:

### Central Computer System

The computer system(s) used by ITHUBA to operate the RAFFLE game.

### Draw

The process which culminates in the selection of a set of randomly selected winning tickets for the RAFFLE game.

### Draw Procedures

The draw procedures to which any draw shall be subject as determined by ITHUBA from time to time.

### Division

The tiers within which a participant may win a prize according to the defined matching criteria set forth in the relevant prize division.

### Entry

A transaction by which a participant's entry into the RAFFLE game has been recorded as an entry on the Central Computer System.

### Game

The game of RAFFLE as detailed in this document, which shall include any game, scheme, arrangement, system, plan, promotional competition or device which comprises a Constituent Lottery (Any lottery run by ITHUBA that forms part of the National Lottery).

### Game Rules

The Rules and Regulations pertaining to the particular RAFFLE game.

### ITHUBA

ITHUBA Holdings (RF) Proprietary Limited, the third National Lottery Operator licensed under the Lotteries Act No. 57 of 1997, as amended, to operate, conduct and promote the National Lottery and Constituent Lottery (Any lottery run by ITHUBA that forms part of the National Lottery games in the Republic of South Africa.

### Lottery Processing System

The transaction processing system that controls the operation of the RAFFLE game consisting of the Central Computer System and the terminals.

### National Lottery

The National Lottery games licensed to ITHUBA to operate in South Africa.

### Participant

A member of the public (a player) over the age of 18 who purchases or otherwise acquires a RAFFLE ticket.

### Prize

A prize won by a participant in the RAFFLE game. The prizes are guaranteed and predetermined as approved by the NLC Board, from time to time.

### Prize Pool

Shall be a percentage of the net sales of entries into that draw or such larger amount as shall be determined by ITHUBA in, as approved by the NLC Board, from time to time allocated to the RAFFLE game(s).

### Prize Structure

The number, value and odds of winning prizes for RAFFLE games as determined by ITHUBA from time to time.

### Random Number Generator ('RNG')

The functional system that randomly chooses the winning RAFFLE numbers from the pool of RAFFLE numbers sold for that particular RAFFLE game.

### Receipt

A receipt that a participant obtains subsequent to playing the RAFFLE game from the retailer evidencing his/her ticket into the game.



**Receipt Validation Requirements**

ITHUBA's validation requirements for receipts representing Winning Numbers for that specific draw.

**Retailer**

Any supplier, person, firm or entity authorised by ITHUBA to sell RAFFLE entries and/or to pay certain prizes in respect of a Valid Winning Ticket of the RAFFLE game(s).

**Retailer Helpline**

The National Lottery helpline that offers customer service to retailers. This service is available via a shared call, being 0860 456 886.

**Selection**

Selection of number(s) recorded on the ticket.

**Website**

The website of the National Lottery [nationallottery.co.za](http://nationallottery.co.za) and/or mobile application.

**Terminal**

The point of sale terminals with an online connection to the Central Computer System and which shall be used for the issuance of valid receipts and for the validation of Valid Winning Tickets.

**Ticket**

Ticket issued by a terminal and sold by an authorised retailer in an authorised manner that indicates the unique number that will serve as evidence for a prize claim.

**Valid Winning Ticket**

A winning RAFFLE receipt which meets all the RAFFLE receipt validation requirements, from time to time.

**VAT**

Value Added Tax levied at 15%.

**Winning Numbers**

A selection which entitles a participant to a prize in the category applicable to the correct numbers selected.