

ITHUBA HOLDINGS (RF) (PROPRIETARY) LIMITED

SPORTSTAKE 8 AND SPORTSTAKE 13 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, Eastgate, Johannesburg;

1.1.8. **“Promotion Period”** means the period 04 October 2021 and closes on the 25 December 2021 at 00h00;

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 certain facts.

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 vsupport2@exclaim.co.za valid legal documents which allows you to in the country;

4.1.4. In possession of a Valid TV License;

4.1.5. 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 thereby 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.

5. Mechanics

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

5.1.1. Play a minimum of two boards on SPORTSTAKE 8 or SPORTSTAKE

13 games using any of the National Lottery channels, namely participating National Lottery retailers, authorised National Lottery re-sellers, National Lottery website, Mobile web & MobileApp.

5.1.2. To enter, SMS the word 'Diski' and the 20 digit ticket number found on your

SPORTSTAKE 8 or SPORTSTAKE 13 ticket/receipt, to 34909. On-line entries that qualify, will be entered automatically into the draw.

5.1.3. A minimum of 2 boards need to be played on a single ticket to qualify.

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

5.3. Entrants to retain their ticket/receipt that they entered with or the winning receipt should they have already claimed any money won.

5.4. Should the winner not be in possession of the winning ticket/receipt of the competition draw, the player will not be eligible for the prize.

5.5. A new SPORTSTAKE 8 or SPORTSTAKE 13 ticket needs to be purchased and entered for every entry into the draw. Multiple entries with the same ticket will result in an error message.

6. The Prizes

6.1. There is a total of 12 (twelve) Smart TV's, together with a DSTV ultra decoder including dish and installation and 12 (twelve) month premium subscription to be won throughout the duration of the competition.

6.2. Winner per week will be drawn to receive 1 x Smart TV, 1x DSTV ultra decoder with a 12 month subscription from date of accepting the prize.

6.3 No additional fees will be paid for by the promoter as the 12 month subscription will be paid for in advance. Any additional subscriptions and On-line purchases to be at the cost of the prize winner.

6.4 DSTV installers from the winners' local area will be allocated by the promoter for installation.

6.5 Prizes will be awarded as follows:

6.5.1 Each winner will be notified via Telephone;

6.5.2 The Prize will be couriered by the promoter, to the physical address supplied by the winner;

6.5.3 The promoter will not be held responsible for deliveries of the prize made to the incorrect physical address if the details are supplied incorrectly by the winners; and

6.9 Any damage to prizes after taking receipt of the prizes will be the sole responsibility of the prize winner, and not the promoter.

6.10 The first Daily draw will be conducted on 10 October 2021 with the last draw to take place on 25 December 2021.

7. The Winners

7.1 There will be 12 (twelve) winners selected in total.

7.2 All winners will be selected by an independent auditor nominated by the promoter or an electronic draw process. Winners will be contacted via telephone within 24 (twenty four) hours or the next business day, once the selection has taken place. Winners will be obliged to share their name, surname, and photograph, 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 photo's 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 All winners will be required to provide their names, ID numbers, TV licence number, addresses and to sign an acknowledgement of receipt of the prize.

7.5 The participant's 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 amend these Competition Rules by bringing it to the Participants attention within a reasonable period of time and may terminate the Competition at any time. In such event, where the Competition is terminated or suspended, 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 parents/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 telephonically on 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 audited results- 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) and 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 partaking 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.