

# Rules & Regulations



**ITHUBA**  
EQUALITY IN OPPORTUNITY

# LOTTO and LOTTO Plus Games Rules and Regulations



## 1. Purpose / Objective

Ithuba Holdings RF (Proprietary) Limited (“ITHUBA”) is licensed under the Lotteries Act No. 57 of 1997, as amended, to operate, conduct and promote the National Lottery and constituent lottery games in the Republic of South Africa. These Rules apply to the Game of LOTTO/LOTTO Plus which form part of the National Lottery games.

## 2. About the LOTTO and LOTTO Plus Games

The following are the essential features of the LOTTO and LOTTO Plus Games as approved by the National Lotteries Commission (“NLC”).

- 2.1 The Lottery game in which the Participant selects, or has the Lottery Processing System randomly assign six (6) numbers, 01 through 49, inclusive, shall be called “LOTTO,” and all Lottery Receipts issued for this game shall be clearly identified with the name of the game and the date or dates of the drawing(s) for which they are issued.
- 2.2 The Cost of each LOTTO board game will be R5.00 inclusive of VAT.
- 2.3 The Cost of each LOTTO Plus board game will be R2.50 inclusive of VAT.
- 2.4 The LOTTO and LOTTO Plus Draws will take place on the night of the Draw day (i.e. Wednesday and Saturday), or as otherwise advised.
- 2.5 LOTTO/LOTTO Plus Receipts will be sold every day during the normal business hours of the

retailers authorised to sell the Receipts. The sale period for any given lottery date will terminate on the date of the drawing at a time to be determined by the Chief Executive Officer of ITHUBA (“CEO”) from time to time.

- 2.6 The total numbers to be selected per entry shall be 6.
- 2.7 The Participant of LOTTO/LOTTO Plus Game can choose the 6 numbers in two ways:
  - 2.7.1 Select his/her own numbers on the Bet Slip; and/or
  - 2.7.2 By choosing “Quick Pick” on the Bet Slip or by requesting it from the retailer.

## 3. Status of these Rules

- 3.1 These Rules of the LOTTO and LOTTO Plus Games and the Privacy Policy, in force from time to time, constitute the contractual rights and obligations of ITHUBA to Participants as approved by the NLC, from time to time.
- 3.2 In the event of a discrepancy or inconsistency between these Rules and the conditions and explanations being advised during a purchase, these Rules shall take precedence.

## 4. LOTTO/LOTTO Plus Procedures and Descriptions

### A. LOTTO and LOTTO Plus

- i. ITHUBA will make LOTTO/LOTTO Plus Games available for sale to the public at such cost stated under clauses 2.2 and 2.3 above or as ITHUBA may from time to time determine as approved by the NLC.
- ii. The Participant may participate in LOTTO/LOTTO Plus Games by selecting a set of numbers / digits in accordance with the instructions found on the Bet Slip or on the Site.



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- iii. A Bet Slip shall be processed through the Terminal by the Retailer, and the relevant Receipt will be issued only through that same Terminal.
- iv. If the Bet Slip is rejected by the Terminal, there is no valid Entry.
- v. If the Bet Slip is rejected by the Terminal for any particular draw, the Entry shall not be valid.
- vi. If the entry is not submitted on the online play with a confirmation SMS and a receipt number, the Entry shall not be valid.

## B. Methods of Participation

- i. Methods by which a Participant may enter the LOTTO and LOTTO Plus Games shall be as follows:
  - a. Presenting a completed Bet Slip to a Retailer. On any one Bet Slip a Participant may make a selection from a minimum of one entry and a maximum of the number of entries included on the Bet Slip. Each selection is made by manually marking 6 (six) numbers within one entry or by manually marking the Quick Pick box. The completed Bet Slip is processed through the Terminal, which will issue the Receipt recording each Selection marked on the Bet Slip;
  - b. By entering a selection of 6 numbers between 1 and 49 per board on the online play or selecting a Quick Pick online;
  - c. By sending a selection of 6 numbers between 1 and 49 through an SMS play or selecting a Quick Pick via SMS;
  - d. By playing a Quick Pick selection through USSD play;

- e. By indicating in person to a Retailer the requested digits or numbers to be entered manually into the Terminal by the Retailer;
- f. Requesting a number Selection to be made on a random basis by the Lottery Processing System through a Quick Pick;
- g. Selecting random set of 6 (six) numbers at an alternative point of sale other than the terminals where a participant can purchase an entry into the LOTTO/LOTTO Plus Games. These would include handheld devices, ATM's, Mobile Application, Mobile Phones and any other additional channels;
- h. The Participant will be issued with a valid Receipt.
- ii. No Participant or Retailer shall enter into any special agreement for the entry in the LOTTO/LOTTO Plus Draw outside the method of entry determined by ITHUBA.

## C. Cancellation of a LOTTO/LOTTO Plus Receipt

- i. Subject to paragraph (C) (ii) below, a Receipt may be cancelled if it has been issued in error; or it is illegible; or it is incomplete; or if it contains two or more Quick Pick Selections each comprising the same six numbers.
- ii. A Receipt falling within the terms of paragraph (C) (i) above may only be cancelled if it is returned to the issuing Terminal and the Retailer calls ITHUBA's Hot Line within 2 hours of the time when it was purchased but not sooner than 3 minutes after it was purchased.
- iii. The Call Centre will ask for information about the Receipt and will cancel the transaction on behalf of the Retailer. The Retailer will immediately receive credit for the cancelled Receipt.

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LOTTO



LOTTO  
PLUS

- iv. Tickets purchased from mobi, SMS, USSD and web shall not be cancellable.
- v. On cancellation of a Receipt the Participant will receive a refund and may purchase a new Receipt.
- vi. The Retailer will be instructed to retain the original Receipt that has been cancelled to be returned to ITHUBA.
- vii. Should the Retailer not return the cancellation Receipt in that week's remittance package, the Retailer will be charged for the transaction. The amount of this transaction will be added in the reserve pool.
- viii. For the avoidance of doubt, a Participant may not seek cancellation of a Quick Pick Receipt by reason only of the number Selection(s) on the Receipt not being to his/her liking.

## D. Responsibility for LOTTO/LOTTO Plus Receipts

- i. It shall be the sole responsibility of the Participant to ensure that at the time of purchase, a valid LOTTO/LOTTO Plus Receipt is issued to him/her. Should a Participant elect to enter the LOTTO and LOTTO Plus Draw, such Participant must verify at the time of the issuance of such LOTTO/LOTTO Plus Receipt that the numbers selected by the Participant correspond with the numbers that appear on the LOTTO/LOTTO Plus Receipt and to ensure that a legible Control Number (including, if any, a clear bar code) appears on the Receipt. Neither ITHUBA nor any authorised Retailer will be responsible for any loss of whatever nature suffered or incurred by any person as a result of any such details and information as aforesaid not appearing on a LOTTO/LOTTO Plus Receipt or being incorrect or as a result of a illegible Control Number and or bar code not appearing on the LOTTO/LOTTO Plus Receipt.
- ii. It shall be the sole responsibility of the Participant to verify at the time of purchase that the details recorded on the Ticket in terms of the

Selection(s), number of board(s), Draw date(s), and number of Draw(s) correspond with those marked on the LOTTO Bet Slip or otherwise specified, and that a Serial Number and bar code appear on the Ticket. The Participant shall be responsible for the safe custody of any LOTTO/LOTTO Plus Receipt. Failure to produce a valid LOTTO/LOTTO Plus Receipt on claiming a Prize will result in refusal to pay the Prize.

- iii. It is your sole responsibility to ensure that all the details as shown on the relevant electronic page (Internet or cellphone) are correct before confirming the purchase of any National Lottery Game ticket. It is your responsibility to check and ensure that your Game ticket has been entered into the selected draw should you fail to receive a confirmatory sms. If no valid ticket is received then the entry into that draw is not valid.
- iv. Neither ITHUBA nor any Retailer will be responsible for loss, damage, theft, mutilation or destruction of any LOTTO/LOTTO Plus Receipt or for any errors or omissions in respect of any data recorded on any LOTTO/LOTTO Plus Receipt or for any loss or damage of whatever nature suffered or incurred by any person as a result of any such event or condition affecting a LOTTO/LOTTO Plus Receipt.
- v. Notwithstanding anything to the contrary contained herein, any forged Tickets or Tickets that are tampered with will not be paid under any circumstances and may be considered as fraudulent. Torn or damaged 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.
- vi. The Participant is responsible for claiming the full value of the Prize to which he/she is entitled within the Claim Period.



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- vii. The Participant's eligibility to win a Prize is subject to the LOTTO/LOTTO Plus Claim Receipt Validation Requirements in force from time to time.

### E. Purchase and Prize Restrictions

- i. There shall be no general right for any person to purchase a Ticket. In particular, but without limitation, no Ticket may be purchased by or prize paid to:
- Any Minor whether acting on his/her own or on behalf of another person.
  - Directors of ITHUBA or Members of the National Lotteries Commission, as per the Lotteries Act No. 57 of 1997 (as amended).
  - Such other persons or category of persons as ITHUBA and the Minister may determine from time to time.
- ii. If not withstanding E (i) above, a prize is paid to a person in one of the groups set out in that Rule, such prize shall be repayable by that person to ITHUBA immediately upon demand. ITHUBA or any Retailer, in its sole discretion, may refuse to sell Tickets to any person or persons without giving reasons. This may include circumstances in which, in its view, that person or persons are playing in a manner, which it or the Retailer deems to be interfering with other Player's reasonable access to that Game.

### F. Winning Selections (LOTTO)

Subject to the provisions of the Rules for the LOTTO and LOTTO Plus Games, a Participant who, in respect of any Selection, has three or more numbers which match the Winning Numbers drawn will be entitled to a prize in the highest prize category to which those numbers relate.

#### i. Prize Division 7 - Match 3

Means that the Participant has correctly matched three numbers in any one Selection from the six Winning Numbers drawn. The appropriate prize category is called MATCH 3 OF 6 NUMBERS ("MATCH THREE").

#### ii. Prize Division 6 – Match 3 + Bonus

Means that the Player has correctly matched three numbers in any one Selection from the six Drawn and matched the Bonus Number. The appropriate prize category is called MATCH THREE OF SIX NUMBERS PLUS BONUS ("MATCH THREE + BONUS").

#### iii. Prize Division 5 – Match 4

Means that the Player has correctly matched four numbers in any one Selection from the six Drawn. The appropriate prize category is called MATCH FOUR OF SIX NUMBERS ("MATCH FOUR").

#### iv. Prize Division 4 – Match 4 + Bonus

Means that the Player has correctly matched four numbers in any one Selection from the six Drawn and matched the Bonus Number. The appropriate prize category is called MATCH FOUR OF SIX NUMBERS PLUS BONUS ("MATCH FOUR + BONUS").

#### v. Prize Division 3 – Match 5

Means that the Player has correctly matched five numbers in any one Selection from the six Drawn. The appropriate prize category is called MATCH FIVE OF SIX NUMBERS ("MATCH FIVE").

#### vi. Prize Division 2 – Match 5 + Bonus

Means that the Player has correctly matched five numbers in any one Selection from the six Drawn and the Bonus Number. The appropriate prize category is called MATCH FIVE OF SIX NUMBERS PLUS BONUS ("MATCH FIVE + BONUS").

#### vii. Prize Division 1 – Match 6

Means that the Player has correctly matched six numbers in any one Selection from the six Drawn. The appropriate prize category is called MATCH SIX OF SIX MAIN NUMBERS ("MATCH").

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## G. Winning Selections (LOTTO Plus)

Subject to the provisions of the Rules for the LOTTO and LOTTO Plus Games, a Participant who, in respect of any Selection, has three or more numbers which match the Winning Numbers drawn will be entitled to a prize in the highest prize category to which those numbers relate.

### i. Prize Division 7 - Match 3

Means that the Participant has correctly matched three numbers in any one Selection from the six Winning Numbers drawn. The appropriate prize category is called MATCH 3 OF 6 NUMBERS ("MATCH THREE").

### ii. Prize Division 6 – Match 3 + Bonus

Means that the Player has correctly matched three numbers in any one Selection from the six Drawn and matched the Bonus Number. The appropriate prize category is called MATCH THREE OF SIX NUMBERS PLUS BONUS ("MATCH THREE + BONUS").

### iii. Prize Division 5 – Match 4

Means that the Player has correctly matched four numbers in any one Selection from the six Drawn. The appropriate prize category is called MATCH FOUR OF SIX NUMBERS ("MATCH FOUR").

### iv. Prize Division 4 – Match 4 + Bonus

Means that the Player has correctly matched four numbers in any one Selection from the six Drawn and matched the Bonus Number. The appropriate prize category is called MATCH FOUR OF SIX NUMBERS PLUS BONUS ("MATCH FOUR + BONUS").

### v. Prize Division 3 – Match 5

Means that the Player has correctly matched five numbers in any one Selection from the six Drawn. The appropriate prize category is called MATCH FIVE OF SIX NUMBERS ("MATCH FIVE").

### vi. Prize Division 2 – Match 5 + Bonus

Means that the Player has correctly matched five numbers in any one Selection from the six Drawn and the Bonus Number. The appropriate prize category is

called MATCH FIVE OF SIX NUMBERS PLUS BONUS ("MATCH FIVE + BONUS").

### vii. Prize Division 1 – Match 6

Means that the Player has correctly matched six numbers in any one Selection from the six Drawn. The appropriate prize category is called MATCH SIX OF SIX MAIN NUMBERS ("MATCH").

## H. Prize Pools - LOTTO

- i. Subject to rounding down, the amount allocated by ITHUBA as approved by the NLC to the prize fund for payment of prize(s) for a Draw ("Prize Fund") shall be 45% of the gross fund of Entries into that Draw or such larger amount as shall be determined by ITHUBA in its sole and absolute discretion from time to time.
- ii. The guaranteed winnings for Division 7 will be fixed at R50.00.
- iii. The allocation of the Pool Fund to each of the remaining prize categories as approved by the NLC shall be in accordance with the following provisions:
  - a. If there are no winners in Division 1 then the Pool shall be rolled over to the next Draw's corresponding division.
  - b. If there are no winners in division 2-6 then the Pool rolls down to the lower division, e.g. division 4 to division 5.
  - c. If there are no winners in division 7 then the Pool rolls over to division 1 of the next Draw.
- iv. Share amounts shall be rounded to the nearest 10 cents. E.g. R1.55 shall be R1.60; R1.54 shall be R1.50.
- v. Breakage from any LOTTO division rollover to the same division next Draw.



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## I. Prize Pools – LOTTO Plus

- i. Subject to rounding down, the amount allocated by ITHUBA as approved by the NLC to the prize fund for payment of prize(s) for a Draw (“Prize Fund”) shall be 50% of the gross fund of Entries into that Draw or such larger amount as shall be determined by ITHUBA in its sole and absolute discretion from time to time.
- ii. The guaranteed winnings for Division 7 will be fixed at R20.00.
- iii. The allocation of the Pool Fund to each of the remaining prize categories as approved by the NLC shall be in accordance with the following provisions:
  - a. If there are no winners in Division 1 then the Pool shall be rolled over to the next Draw’s corresponding division.
  - b. If there are no winners in division 2-6 then the Pool rolls down to the lower division, e.g. division 4 to division 5.
  - c. If there are no winners in division 7 then the Pool rolls over to division 1 of the next Draw.
- iv. Share amounts shall be rounded to the nearest 10 cents. E.g. R1.55 shall be R1.60; R1.54 shall be R1.50.
- v. Breakage from any LOTTO division rollover to the same division next Draw.

## J. LOTTO – Approximate Odds of Winning and Prize Structure

- i. The following table sets forth the probability of winning and the allocation of the Pool Fund as approved by the NLC.

Prize Division	Approximate Odd of winning per Entry	Prize Fund
1	13,983,816	60.1%
2	2,330,636	6.5%
3	55,491	5.4%
4	22,196	9.9%
5	10,824	8.9%
6	812	9.1%
7	60	R50.00 Fixed

- ii. The holder of a Winning Selection may win in only one prize category per Entry in connection with the Winning Numbers drawn in each Draw and shall be entitled only to the Prize for the highest prize category won by those numbers in each Draw (regardless of the actual Prize value).
- iii. Players are only allowed to win once per board completed.
- iv. All Prizes will be rounded down to the nearest 10 cents E.g. R1.55 shall be R1.60; R1.54 shall be R1.50.



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## K. LOTTO Plus – Approximate Odds of Winning and Prize Structure

i. The following table sets forth the probability of winning and the allocation of the Pool Fund as approved by the NLC.

Prize Division	Approximate Odd of winning per Entry	Pool Fund
1	13,983,816	42.3%
2	2,330,636	11.9%
3	55,491	11.2%
4	22,196	8.2%
5	10,824	13.2%
6	812	13.1%
7	60	R20.00 - Fixed

ii. The holder of a Winning Selection may win in only one prize category per Entry in connection with the Winning Numbers drawn in each Draw and shall be entitled only to the Prize for the highest prize category won by those numbers in each Draw (regardless of the actual Prize value).

iii. Players are only allowed to win once per board completed.

iv. All Prizes will be rounded down to the nearest 10 cents E.g. R1.55 shall be R1.60; R1.54 shall be R1.50.

## L. Draws

i. ITHUBA as approved by the NLC will determine the time, frequency, date and method of the Draws For the LOTTO and LOTTO Plus Games.

ii. The LOTTO and LOTTO Plus Draws will take place on the night of the Draw day (i.e. Wednesday and Saturday) or such other days, from time to time, as may be specified by ITHUBA with the approval of the NLC. The two

Draws shall take place consecutively LOTTO draw first followed by the LOTTO Plus Draw.

- iii. Each Draw will select Winning Numbers with the aid of drawing equipment as ITHUBA may from time to time determine as approved by the NLC.
- iv. In each Draw seven (7) balls will be drawn at random from a Drawing Machine containing forty nine (49) balls numbered 1 to 49.
- v. The first six (6) numbers drawn are the Main Numbers and the seventh number drawn is the Bonus Number.
- vi. Numbers are deemed to be drawn when a ball rests in the display section at the front of the Drawing Machine.
- vii. All Draws will be conducted in accordance with the Draw Procedures as approved by the NLC and in the presence of an independent auditor.
- viii. The Winning Numbers of the Draw shall be those drawn and as recorded in writing by a witness. In the event of any discrepancy, the Winning Numbers shall be those drawn and contained on a video recording of the drawing.
- ix. In the event of any Draw being declared invalid, in accordance with the Draw Procedures applicable to it, another Draw will be conducted to determine the Winning Numbers in accordance with such Draw Procedures.
- x. In the event that any Draw is interrupted due to equipment failure or for any other reason the draw will be completed in accordance with the applicable Draw Procedures for that Draw.
- xi. In the event that the Draw cannot take place on the date or at the time fixed, it shall take place as soon as reasonably practicable thereafter.
- xii. Only the official results of the drawing will be taken into account in determining Prize payments.





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- xiii. ITHUBA shall have no obligation to make any payment against an incorrectly announced number at a Draw. In such an event, the witness as described in (vii) shall confirm the correct numbers as recorded in Rule (viii).

### M. Dissemination of Winning Numbers Information

The results of each Draw will be made available at Retailers' outlets and on the Site as soon as practicable after each Draw. Results will be issued by ITHUBA to the national media and may also be published in such other manner as ITHUBA may from time to time determine. In the event of any discrepancy, the Winning Numbers shall be those drawn and contained on a video recording of the drawing.

### N. Privacy Policy

ITHUBA may use the Participant's name and picture in public communications made by ITHUBA concerning and relating to winners of the Lottery only with the Participant's prior written agreement and consent.

### O. Use of Prize Claim Forms

- i. A Prize Claim Form as approved by the NLC must be completed by a Claimant who has won a prize of R50,000 or greater. Cash prizes of up to R50.00, are payable by all Retailers. All Retailers have the discretion to pay up to R2,000 in cash alternatively claimants can proceed to another Retailer. Prize claims between R2,001-R50,000 are only payable at an authorized Prize Payment Centre (addresses are available from any Retailer or via Players' Helpline) and claimants must complete a Prize Claim Form and provide proof of identity. Prizes over R50,000 can only be paid in person to the Claimant or a duly authorized representative at a National Lottery Office after completion of a Claim Form and an identity check. Prize Claim Forms are available from the Call Centre.

Participants holding a Valid Winning Receipt for a prize exceeding R50,000 may also revert to a telephone number identified by ITHUBA or to a Retailer and shall be advised of the appropriate method to receive a Prize Claim Form. ITHUBA reserves the right, at its sole and absolute discretion, to require the completion of a Prize Claim Form in any other case.

- ii. A Prize Claim Form must be completed in the name of one owner and must in all cases be accompanied by a valid LOTTO/LOTTO Plus Winning Receipt.
- iii. All Prize Claim Forms shall be completed and signed by the owner of the relevant LOTTO/LOTTO Plus Winning Receipt or by his/her duly authorized representative.
- iv. ITHUBA may refuse to process any payment if the relevant Prize Claim Form is incomplete or defective in any way.
- v. If a Claimant is unable to complete a Prize Claim Form due to legal, physical, or other disability, a duly authorized representative of the Claimant shall complete and sign a Prize Claim Form on their behalf. The Prize Claim Form must state the name of the Claimant and the representative and describe the status of the signatory, if not the Claimant. ITHUBA reserves the right to request evidence of the capacity of a representative to claim on behalf of a Claimant.
- vi. Payment of the Prize to the person shown on the Prize Claim Form as the Claimant or his/her duly authorized representative shall fully and effectively discharge ITHUBA, its officers, directors, employees, representatives, contractors, Operator and any person, firm or Operator authorized by ITHUBA to pay Draw Prizes, from any further liability for payment of that Prize.
- vii. A person who signs a Prize Claim Form shall be deemed to have represented that he/she is lawfully entitled to the Prize and the information contained

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therein is accurate, true, correct and complete, and shall indemnify ITHUBA against any costs, losses, damages and expenses which ITHUBA may suffer or incur with respect to the Entry or payment of the Prize as a result of any misrepresentation.

- viii. In the event of any inconsistency in the information submitted on the Prize Claim Form and/or shown on the LOTTO/LOTTO Plus Receipt, or for any other reason at its complete discretion, ITHUBA may investigate and withhold all winnings which may be due to the Claimant (or may make a payment into court) until such time as the Claimant satisfies ITHUBA that s/he is the proper person to whom the Prize should be paid.

## P. LOTTO/LOTTO Plus Receipt Validation Requirements

- i. The LOTTO/LOTTO Plus Receipt shall be the only valid proof for participation in the LOTTO and LOTTO Plus Games and shall be the only valid instrument for claiming a Prize. Before a Prize may be paid on any, LOTTO/LOTTO Plus Receipt it must be validated according to ITHUBA's validation procedures as approved by the NLC. ITHUBA's decision as to whether or not the LOTTO/LOTTO Plus Receipt is valid shall be final and binding.
- ii. ITHUBA shall declare a LOTTO/LOTTO Plus Receipt invalid, and accordingly shall not authorise payment of any Prize, if:
- The LOTTO/LOTTO Plus Receipt is counterfeit, has been forged in whole or in part or fails to pass ITHUBA's confidential validation and security tests.
  - The Control Number of an apparent winning LOTTO/LOTTO Plus Receipt does not appear on ITHUBA's official list of Control Numbers of winning LOTTO/LOTTO Plus Receipts.

- A Valid Winning LOTTO/LOTTO Plus Receipt with that Control Number has been paid previously.
  - The Receipt does not appear on the Company's list of LOTTO/LOTTO Plus Receipts issued for entry to the particular draw kept on the Central Computer System.
  - The LOTTO/LOTTO Plus Receipt is mutilated, altered, unreadable, incomplete or tampered with in any manner.
  - The LOTTO/LOTTO Plus Receipt has not been issued in an authorised manner or the LOTTO/LOTTO Plus Receipt was not sold in an authorised manner.
  - In any of the above cases, the Participant will be required to file a Claim Form with ITHUBA.
- iii. A Claimant shall be entitled to claim only the highest tier of Prize for which the validated Receipt is eligible and not any lesser Prize category or any otherwise unclaimed Prize in the particular Draw or Prize Pool.

## Q. Stolen, Lost and Destroyed LOTTO/LOTTO Plus Receipts

ITHUBA shall not be responsible for stolen, lost or destroyed LOTTO/LOTTO Plus Receipts.

## R. Dispute Resolution

ITHUBA's decision as to whether or not a LOTTO/LOTTO Plus Receipt is a valid winning LOTTO/LOTTO Plus Receipt or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of Prizes shall be final and binding upon all Participants and any other person or persons having any interest in the matter or dispute.



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## S. Prize Claim Period

- i. Prizes must be claimed within the ordinary hours of business of the relevant establishment authorized to pay Prizes or to collect Prize Claim Forms, but in any event before the end of the Claim Period. Any such Prize not so claimed within the Claim Period will be forfeited.
- ii. Each prize must be claimed within 365 days from the date of the Draw.

## T. Payment to Prize Winners in Person

- i. All LOTTO/LOTTO Plus prizes will be paid in accordance with ITHUBA's Prize Payout Procedures in force from time to time.
- ii. Cash prizes of up to R50.00 are payable by all Retailers.
- iii. All Retailers have the discretion to pay up to R2,000 alternatively claimant can proceed to another Retailer.
- iv. Prize claims between R2,001-R50,000 are only payable at an authorised Prize Payment Centre (addresses are available from any Retailer or via Players' Helpline) and Claimants must complete a Prize Claim Form and provide proof of identity.
- v. Prizes exceeding R50,000 can only be paid in person to the Claimant or a duly authorised representative at a National Lottery Office after completion of a Claim Form and an identity check.
- vi. ITHUBA reserves the right, at its sole discretion, to require the completion of a Claim Form in any other case.

## 5. General

- i. A Claim Form must be completed in the name of only one owner of a Valid Winning Ticket. However, ITHUBA may exceptionally and at its sole and absolute discretion, waive this requirement in respect of a particular prize claim, such waiver to be in writing and subject to such terms and conditions, as ITHUBA shall require.
- ii. All Claim Forms shall be completed and signed by the Claimant or his/her legally authorised representative.
- iii. ITHUBA may refuse to process for payment any Claim Form, which is incomplete.
- iv. If a Claimant is unable to complete a Claim Form due to legal, physical, or other disability, a legally authorised representative of the Claimant shall complete and sign a Claim Form on the Claimant's behalf.
- v. The Claim Form must state the name of the Claimant and/or the authorised representative and describe the status of the signatory, if not the Claimant.
- vi. ITHUBA reserves the right to request evidence of the legal capacity of the authorised representative to claim.
- vii. If the person signing the Claim Form is a personal representative of the estate of a deceased Player, that person shall submit with the Claim Form such documentation as ITHUBA shall in its sole and absolute discretion deem sufficient to properly establish such representative's entitlement to receive the relevant Prize.
- viii. Payment of the Prize to the person shown on the Claim Form as the Claimant or his/her duly authorised representative shall fully and effectively discharge ITHUBA, its officers, directors, employees, representatives, contractors

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and any person, firm, company authorised by ITHUBA to pay LOTTO and/or LOTTO Plus Prizes from any further liability for payment of that Prize.

- ix. A person who signs a Claim Form shall be deemed to have represented that he/she is lawfully entitled to claim the Prize, the information contained therein is accurate and complete, and shall indemnify ITHUBA against any claims with respect to the Ticket or delivery of the Prize as a result of any misrepresentation.
- x. In the event of any inconsistency in the information submitted on the Claim Form and/or on the Ticket or for any other reason at its complete discretion, ITHUBA may investigate and withhold all winnings which may be due to the Claimant (or make a payment into court) until such time as the Claimant satisfies ITHUBA that he/she is the proper person to whom the Prize should be paid.
- xi. In the event that a single Ticket contains multiple winning plays, each from separate Selections, the total prize amount shall be paid in accordance with the prize payment arrangement specified in Rule O (i).
- xii. A prize of R50,000 or less may be claimed, entirely at the Claimant's risk, by posting the Winning Ticket together with a complete Claim Form to the National Lottery Office at the address shown on the Claim Form. The Ticket shall contain the name and the address of the Claimant on the reverse side. If a Ticket is sent to the National Lottery that does not have a name appearing on the reverse side of the Ticket, payment will be made, subject to the provisions of these Rules, to the person whose name appears on the Claim Form.
- xiii. If a Ticket that does not have a name, Identity number and correct address is posted to the National Lottery Office together with an accompanying covering letter by a person who claims a Prize, payment will be made

subject to the provisions of these Rules, to the person whose name appears on the letter in which a claim is made.

- xiv. ITHUBA will pay such Claimant by a manner deemed suitable by ITHUBA, in accordance with ITHUBA's procedures, in force from time to time, provided that all the Ticket validation requirements referred to in these Rules have been met.
- xv. ITHUBA may apply to a court of competent jurisdiction to determine the lawful payee in any particular case.
- xvi. Save as provided above, the right of any person to a prize shall not be assignable.
- xvii. Under no circumstances shall any prize be payable by way of goods or services in lieu of cash, cheque, or electronic transfer.

## 6. Limitation of Liability

- i. Neither ITHUBA nor any Retailer shall be responsible or liable to any person claiming an interest of whatever nature in a lost or stolen Ticket as a result of the payment of a prize to the bearer of an unsigned Ticket or to the person purporting to be the person whose name, Identity number or address is entered on the reverse of the Ticket, whether or not advice of the loss or theft had been notified to ITHUBA prior to payment of the Prize. Without prejudice to the above, ITHUBA shall use its best endeavors to carry out and ensure that any Retailers or other persons responsible for payments of prizes shall carry out such identity checks and other security measures as ITHUBA shall in its discretion from time to time deem reasonable and appropriate in relation to payment of any particular prize amount.
- ii. 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



# LOTTO and LOTTO Plus Games Rules and Regulations

the reverse side of the 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, pending the outcome of all appropriate checks and enquiries.

- iii. 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.
- iv. 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.
- v. In no event shall ITHUBA or Retailer be liable for indirect, special or consequential loss or damage.
- vi. These Rules are proprietary to ITHUBA in all material respects.
- vii. The singular includes the plural, as the context may require.

## 7. Decisions of ITHUBA Binding

ITHUBA's decision as to whether or not a LOTTO/ LOTTO Plus Receipt is a Valid Winning Receipt or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of Prizes shall be final and binding upon all Participants and any other person or persons having any interest in the matter or dispute.

## 8. Law

These Rules shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa and the all parties to which these Rules applies hereby submit to the exclusive jurisdiction of the Courts of the Republic of South Africa.