

ITHUBA HOLDINGS (RF) (PROPRIETARY) LIMITED

POWERBALL PROMOTIONAL COMPETITION RULES - 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 Ithuba 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 07 May 2018 and closes on the 16th of June 2018 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 of 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 Consumer Protection Act.

3. The Consumer Protection 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 Identity Document;
 - 4.1.4. In possession of a Valid South African Passport (at least 2 blank pages plus not to be expiring within 6 months) should they win one of the international trips; and
 - 4.1.5. a permanent resident or citizens of the Republic of South Africa residing in South Africa.
- 4.2. The Participant, by entering into the Promotional Competition, expressly acknowledges that he/she has read the Competition Rules before entering the Promotional Competition and that he/she understands and thereby agrees to the Competition Rules.
- 4.3. It is a material term of the Promotional Competition that all Participants' to this Promotional Competition participate 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.

4.5. Anyone who within a period of 183 days preceding this Competition has won any competition organised, promoted, or conducted by the Promoter, who resides at the same address as such a Winner, or who uses the same telephone number to enter this Competition may not participate in this Competition.

5. How to enter

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

- 5.1. Buy a PowerBall ticket.
- 5.2. SMS your ID number, #Liveitup, your 20 digit PowerBall ticket code and your surname to 34909.
- 5.3. SMS's charged at R1.00. Free SMS's do not apply.
- 5.4. Entrants to retain their PowerBall ticket that they entered with or the winning receipt should they have already claimed any money won in the PowerBall game, as this will need to be presented to claim your prize if drawn as a winner.
- 5.5. Entries will be limited to 1 entry per PowerBall ticket. Entrants may enter as many times as they want with a unique PowerBall ticket but will only be eligible to win 1 prize.
- 5.6. Winners of the individual weekly prizes will still be eligible to stand a chance to win the Grand Prize.
- 5.7. In order to enter the weekly draw, a new PowerBall ticket needs to be purchased that is dated between the weekly draw dates listed below under prizes.

6. The Prizes

There are 6 prizes in total to be won. The campaign starts on 7th of May 2018 wherein 1 prize will be awarded every week from the 14th of May to the 16th of June.

The prizes will be awarded as follows:

6.1 WEEK 1 – A TRIP FOR 2 TO CAPE TOWN

- 6.1.1. The winner for this Competition will be selected from all entries received between 00:00 on the 7th of May until 23:59 on the 13th of May 2018.
- 6.1.2. The date that the PowerBall ticket was purchased needs to be dated between the above promotional dates.
- 6.1.3. The selection of the winner will take place on Monday 14th of May 2018.
- 6.1.4. The winner will be contacted within 48 hours of being selected.
- 6.1.5. The prize consists of a trip for 2 to Cape Town including the following:
 - 6.1.5.1. Business Class flights to Cape Town from the one of the main centres in South Africa;
 - 6.1.5.2. Transfers to and from the hotel;
 - 6.1.5.3. A 3 night shared stay in a sea facing suite at the 12 Apostles Hotel and Spa on a bed and breakfast basis with dinner at the Azure Restaurant or Café Grill on one night;
 - 6.1.5.4. A Couples full day spa treatment at the 12 Apostles Spa (Total Relaxation Duo package);
 - 6.1.5.5. A helicopter flight to Stellenbosch for lunch (Weather dependent);
 - 6.1.5.6. A half day morning of their choice with options of a trip to Table Mountain, or Robben Island (Weather dependent), V & A Waterfront or a Coastal Sight Seeing Chauffeur Drive
 - 6.1.5.7. R10 000 spending money; and
 - 6.1.5.8. Please note that all gratuities, laundry, phone calls, any meals not specified and anything else of a personal nature or not mentioned above will be payable by the winner.
- 6.1.6. The dates that the prize weekend will be awarded are from Friday 25th of May to Monday 28th of May. These dates are NOT negotiable and should the winner be unable to take the trip on these dates, they will forfeit the prize and it will be awarded to the runner up.

6.2 WEEK 2 – A TRIP FOR 2 TO THE FRENCH GRAND PRIX

- 6.2.1 The winner for this Competition will be selected from all entries received between 00:00 on the 14th of May 2018 until 23:59 on the 20th of May 2018.

- 6.2.2 The date that the PowerBall ticket was purchased needs to be dated between the above promotional dates.
- 6.2.3 The selection of the winner will take place on Monday 21st of May 2018.
- 6.2.4 The winner will be contacted within 48 hours of being selected.
- 6.2.5 The prize consists of a trip for 2 to the French Grand Prix which includes the following:
 - 6.2.5.1 Business Class Flights to Marseilles from one of the main centres in South Africa;
 - 6.2.5.2 Transfers to and from the airport to the hotel;
 - 6.2.5.3 4 nights accommodation in a 4 star hotel based on sharing a room;
 - 6.2.5.4 Breakfast Daily;
 - 6.2.5.5 Silver Grandstand tickets for 3 days at the French Grand Prix;
 - 6.2.5.6 Travel Insurance;
 - 6.2.5.7 R20 000 spending money;
 - 6.2.5.8 Cost of the visas (Please note that obtaining a Schengen Visa will be the responsibility of the winner and his / her partner. Should you be unsuccessful in obtaining your visa, you will forfeit the prize);
 - 6.2.5.9 Please note that all gratuities, laundry, phone calls, any meals not specified and anything else of a personal nature or not mentioned above will be payable by the winner.
- 6.2.6 The dates that the prize will be awarded are from Wednesday 20th of June 2018 to Tuesday the 26th of June 2018. These dates are **NOT** negotiable and should the winner be unable to take the trip on these dates, they will forfeit the prize and it will be awarded to the runner up.

6.3 WEEK 3 – A TRIP FOR 2 TO THE SERENGETI

- 6.3.1 The winner for this Competition will be selected from all entries received between 00:00 on the 21st of May 2018 until 23:59 on the 27th of May 2018.
- 6.3.2 The date that the PowerBall ticket was purchased needs to be dated within the above dates.
- 6.3.3 The selection of the winner will take place on Monday 28th of May 2018.
- 6.3.4 The winner will be contacted within 48 hours of being selected.
- 6.3.5 The prize consists of a trip for 2 to the Serengeti in Tanzania including the following:
 - 6.3.5.1 Business class flights to Tanzania (Kilimanjaro airport) from one of the main centres in South Africa;
 - 6.3.5.2 Flights from Kilimanjaro airport to Kogatende Airstrip;
 - 6.3.5.3 Transfers to and from the camp;
 - 6.3.5.4 3 nights shared accommodation at Serengeti Bushtops including all meals, two game drives per day, private conservancy fees, Park fees, laundry, wi-fi and all non-alcoholic drinks, beers, house wines and selected house spirits;
 - 6.3.5.5 A Balloon safari for 2 people including a champagne bush breakfast;
 - 6.3.5.6 Travel Insurance;

6.3.5.7 R5 000 spending money.

Please note that all gratuities, laundry, phone calls, any meals not specified and anything else of a personal nature or not mentioned above will be payable by the winner.

6.3.6 The dates that the prize will be awarded are from Thursday 7th of June 2018 to Tuesday 12th of June 2018. These dates are **NOT** negotiable and should the winner be unable to take the trip on these dates, they will forfeit the prize and it will be awarded to the runner up.

6.4 WEEK 4 – A TRIP FOR 2 TO DUBAI

6.4.1 The winner for this Competition will be selected from all valid entries received between 00:00 on the 28th of May 2018 until 23:59 on the 03 June 2018.

6.4.2 The date that the PowerBall ticket was purchased needs to be dated within the above dates.

6.4.3 The selection of the winner will take place on Monday 4th of June 2018.

6.4.4 The winner will be contacted within 48 hours of being selected.

6.4.5 The prize consists of a trip for 2 to Dubai including the following:

6.4.5.1 Business class flights from Durban or Johannesburg to Dubai.

6.4.5.2 Visas for Dubai (Please note that it will be the winners responsibility to obtain the visa for Dubai. Visa application requires 4 working days once submitted. All documentation required for the visa needs to be received from the winner within 3 working days of being notified a winner. Should the winner not be able to supply the documents required in order to secure the visa and the visa is denied, the organiser will not accept responsibility for this and the winner will forfeit their prize).

6.4.5.3 Transfers to and from the hotel in Dubai.

6.4.5.4 3 Nights accommodation at a 4 star hotel in Dubai including breakfast on a shared basis.

6.4.5.5 1 x Desert experience which consists of dinner in the dunes; and

6.4.5.6 R55 000 spending money.

6.4.5.7 Please note that all gratuities, laundry, phone calls, any meals not specified and anything else of a personal nature or not mentioned above will be payable by the winner.

6.4.6 The dates that the prize will be awarded are from Thursday 21st of June 2018 to Tuesday 26th of June 2018. These dates are **NOT** negotiable or transferable and should the winner be unable to take the trip on these dates, they will forfeit the prize and it will be awarded to the runner up.

6.5 WEEK 5 – A TRIP FOR 2 TO CAPE TOWN

6.5.1 The winner for this Competition will be selected from all entries received between 00:00 on the 4th of June until 23:59 on the 10th of June 2018.

6.5.2 The date that the PowerBall ticket was purchased needs to be dated within the above dates.

6.5.3 The draw will take place on Monday 11th of June 2018.

6.5.4 The winner will be contacted within 48 hours of being selected.

6.5.5 The prize consists of a trip for 2 to Cape Town including the following:

6.5.5.1 Business Class flights to Cape Town from the one of the main centres in South Africa;

6.5.5.2 Transfers to and from the hotel;

- 6.5.5.3 A 3 night shared stay in a sea facing suite at the 12 Apostles Hotel and Spa on a bed and breakfast basis with dinner at the Azure Restaurant or Café Grill on one night;
 - 6.5.5.4 A Couples full day spa treatment at the 12 Apostles Spa;
 - 6.5.5.5 A helicopter flight to Stellenbosch for lunch (Subject to the weather);
 - 6.5.5.6 A half day morning of their choice with options of a trip to Table Mountain, or Robben Island (Weather dependent), V & A Waterfront or a Coastal Sight Seeing Chauffeur Drive; and
 - 6.5.5.7 R10 000 spending money.
 - 6.5.5.8 Please note that all gratuities, laundry, phone calls, any meals not specified and anything else of a personal nature or not mentioned above will be payable by the winner.
- 6.5.6 The dates that the prize weekend will be awarded are from Friday 22nd of June 2018 to Monday 25th of June 2018. These dates are **NOT** negotiable or transferable and should the winner be unable to take the trip on these dates, they will forfeit the prize and it will be awarded to the runner up.

6.6 WEEK 5 – A TRIP FOR FOUR TO A PRIVATE ISLAND

- 6.6.1 The winner for this Competition will be selected from ALL ENTRIES received from 00:00 on the 7th of May 2018 until 23:59 on the 16th of June 2018.
- 6.6.2 The date that the PowerBall ticket was purchased needs to be dated within the above dates to be valid for this Competition.
- 6.6.3 The selection of the winner will take place on Monday 18th of June 2018
- 6.6.4 The winner will be contacted within 48 hours of being selected.
- 6.6.5 The prize consists of a Trip for 4 adults to Belize including the following:
- 6.6.5.1 Flights for 4 people to Belize;
 - 6.6.5.2 4 Nights accommodation at Gladden Private Island including all meals, drinks and excursions;
 - 6.6.5.3 R10 000 spending money; and
 - 6.6.5.4 Yellow Fever Injection.
 - 6.6.5.5 Please note that all gratuities, laundry, phone calls, any meals not specified and anything else of a personal nature or not mentioned above will be payable by the winner.
- 6.6.6 The dates that the prize will be awarded are from Tuesday 10th of July 2018 to Monday 16th of July 2018. These dates are **NOT** negotiable or transferable and should the winner be unable to take the trip on these dates, they will forfeit the prize and it will be awarded to the runner up.
- 6.6.7 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 3 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.
- 6.7 Winners will have to be available to travel on the specified dates listed above. Should they not be able to attend, they will forfeit their prize.
- 6.8 Prizes are not transferable or redeemable for cash.
- 6.9 Please note that should a venue specified above not be available at the time of awarding the prize for any reason out of the control of the organisers of the Competition, the Promoter reserves the right to replace the venue with one of similar value.

6.10 Should a class of flight specified above not be available at the time of booking the tickets, the promoter reserves the right to book another class of flight or to book through another airline.

7. The Winners

- 7.1. There will be 6 winners selected in total. One winner will be selected each week of the Promotional Period from the entries received in that week with a grand prize winner being selected from all the entries received over the entire Promotional Period.
- 7.2. The winners and their travel partners must be in possession of a valid South African passport should they win one of the international prizes, and must be permitted to travel to the specified destination by the relevant authorities.
- 7.3. The winner shall forfeit the prize in the event that for any reason whatsoever, the winner is prevented or unable to travel to the specified destination.
- 7.4. The responsibility for securing a visa for the international trips will be the sole responsibility of the winner. The organiser and the Promoter cannot be held responsible for any visas that are denied. In this instance, the prize will be forfeited.
- 7.5. By participating in the Promotional Competition, the Winners hereby accept that they will be required to take part in further publicity relating to the Promotional Competition, the Promoter will incorporate the Winners name, photographs and video footage of their prize experience in TV ads that will be flighted on national television, and 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.
- 7.6. The winners will be supplied with a list of pictures, voicenotes and videos required for publicity purposes and will be required to share these with the organiser within 1 day of being notified as a winner, and within 1 day of returning from the prize experience.
- 7.7. The Winners will be required to sign a waiver of liability and indemnity before claiming their prizes.
- 7.8. All Winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgement of receipt of the Prize.
- 7.9. The Participants 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.
- 7.10. 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 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 Participants attention within a reasonable period of time 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 immediately disqualify Participants from this Promotional 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 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 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 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.

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 or email. If winners are uncontactable (due to incorrect contact details) after 2 days of attempting to contact them, their prize will be forfeited.
- 10.4. A Prize may not be handed over to a winner when it is prohibited by law for the winner to use the prize. The Winner must prove their eligibility to use the prize. Once the Winner has been notified and the prize has been handed over, the Winner must sign an acknowledgement of receiving the Prize.
- 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
- 10.7. The judges decision 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)/ 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 promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.
- 11.4. The Participant by part taking 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.