

Website Terms and Conditions

Introduction

1. Ithuba Holdings RF (Proprietary) Limited (“ITHUBA”), being the third official National Lottery Operator in South Africa, brings you, the Participant, a range of various National Lottery games that can be purchased via www.nationallottery.co.za and other digital platforms, such as the internet and cellular technology, in accordance with these terms and conditions (the “**Terms and Conditions**”). Without limitation, these Terms and Conditions shall be read together with all applicable South African legislations, such as the Consumer Protection Act No. 68 of 2008, Lotteries Act No. 57 of 1997 (the “**Act**”), each National Lottery game rules and regulations (the “**Rules**”) and the General terms and conditions applicable to each National Lottery game, in force from time to time (collectively referred to as the “**T&C’s**”).
2. The Rules and the general terms and conditions applicable to each National Lottery game are available on <https://www.nationallottery.co.za/> (the “**Website**” or “**Site**”) and it is important that you understand that when you participate in the National Lottery, you concordantly agree to abide by the T&C’s.
3. To view the Act, please visit the live link <http://nationallottery.co.za/about/legislation/legislation>

Exclusion of Liability/Disclaimer

4. ITHUBA shall endeavor to provide accurate and up to date information on the Website. However, it is important to note that neither ITHUBA, the National Lotteries Commission (“**NLC**”) nor any of their employees, agents, contractors, directors, assigns and associates (collectively referred to as “**Representatives**”) make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the Website, the information, content, materials and products that are included and available on the Website.
5. ITHUBA, the NLC or their Representatives shall not be liable for any loss or damage of whatsoever nature and howsoever occurring, arising or resulting from the use of or inability to use the Website or the information contained herein, including but not limited to direct, indirect, incidental, punitive and consequential loss or damage.
6. ITHUBA shall have no liability of whatsoever nature for any breach of these Terms and Conditions due to any cause beyond its reasonable control including but not limited to: an act of nature (including *inter alia* weather, lack of electric supply, flood and lightning), technical issues (including *inter alia* server operation interruption, telecommunication interruptions, breakdowns, power failures and other interruptions), fire, industrial action, act or omission of Government, or other competent authority, riot, war or act or omission of any third party.
7. To the fullest extent permissible pursuant to applicable law, ITHUBA disclaims any and all warranties, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement. ITHUBA does not warrant the accuracy, completeness or usefulness of any information contained on the Website. ITHUBA does not warrant that the functions contained in the materials available through the Website will be uninterrupted or error-free, that defects will be corrected, or that the materials, Website or the server that makes them available are free of viruses or other harmful components. Under no circumstances, including, but not limited to, negligence, shall ITHUBA be liable for any special or consequential damages that result from the use of, or the inability to use the Website or any transferred funds

and playing the National Lottery games, even if ITHUBA or their Representatives have been advised of the possibility of such loss or damage. In any event and as may be ordered by a competent court, ITHUBA's total direct liability to you for any and all damages, losses, and causes of action (whether in contract, delict or otherwise) shall be limited to the amount that you have paid to play the particular National Lottery game or the amount that you have deposited into ITHUBA's bank account, if any, for the National Lottery games purchased on the Website.

National Lottery Game Rules

8. In addition to the T&C's, you must be at least 18 years of age to purchase any National Lottery game and to qualify for any prize resulting therefrom.
9. In order to participate in the National Lottery game, you may purchase such at any of our retail outlets, available alternate channels or you can register on <https://wallet.nationallottery.co.za/> OR via the USSD string *120*7529#.

Online Play

10. To register online, we require you to provide the following information:
 - a. First Name;
 - b. Surname;
 - c. South African identity number; and
 - d. South African cellphone number.
11. You agree to provide true, accurate, current and complete information about yourself as prompted by the registration process. ITHUBA will therefore place reliance on the information that you have provided as true, accurate, current and correct. As a result, it is your responsibility to ensure that you maintain and promptly update your information, from time to time, to keep it true, accurate, current and complete, and to acquaint yourself and to comply with the relevant laws and Rules for playing the National Lottery games, in force from time to time. ITHUBA reserves the right to verify the eligibility of all entrants. Should you provide any information that is untrue, inaccurate, not current or incomplete, or ITHUBA suspects that such information is untrue, inaccurate, not current or incomplete, ITHUBA will in its sole discretion exercise its right to remove and discard any information gathered from you, and refuse you any and/or all current or future use of the Website (or any portion thereof). Any person supplying false or misleading information, including but not limited to, telephone number, identity number, fax, email, postal or street address, name, bank information or the like, will forfeit any prize/s won through the National Lottery without notification. All ITHUBA's rights are hereby strictly reserved.
12. Personal details required to be provided during the registration process will be kept confidential and shall not be disclosed to any third party, without your prior consent.

13. ITHUBA may, in its absolute and sole discretion, refuse or cancel your registration or refuse to permit any further participation in <https://wallet.nationallottery.co.za/> for any reason whatsoever.
14. Once you have successfully registered your profile on the Website, your 'virtual wallet' will be created in which you will store your National Lottery game funds. You will be required to create a password in order to access your profile and the National Lottery wallet. You will be required to deposit your money into any of the bank account/s as per the details provided on our Website or USSD.
15. It is important to note that the reference number for all deposits must be your registered South African cellphone number with no spaces e.g. 0820000000. In the event of a change in your registered cellphone number, please contact our call center on **0800 484 822** to update your details.
16. You are responsible for ensuring that we have your correct South African cellphone number and email address. ITHUBA will not be held responsible if an SMS or email is sent to the wrong number or address that you have supplied on your wallet.
17. The funds loaded will be credited to your virtual wallet thereafter. No National Lottery game entries will be purchased and/or processed unless there are sufficient funds in your virtual wallet.
18. ITHUBA will use a service provider for the processing of funds between the virtual wallet and the recipient bank account. ITHUBA is not a registered financial service provider and shall not be responsible in any way or manner for any incorrect allocation of funds and the like that you may suffer as a result. You will only be permitted to play the National Lottery games once confirmation has been received from the relevant financial institution that funds have been successfully transferred to your virtual wallet. You will only be permitted to play any of the National Lottery games once we have sent confirmation of your payment to your registered South African cellphone number.
19. Always ensure that you have sufficient funds in your virtual wallet to play any of the available National Lottery games. Should you not have sufficient funds, we reserve the right to deny you the right to participate in any of the National Lottery game/s.
20. A confirmation SMS sent to your South African cellphone number for each transaction/s completed will be charged at R0.34 (thirty four cents) per transaction (or as may be amended from time to time).
21. By using the Website to participate in the National Lottery game/s, you understand, agree and confirm that your purchased entries into a particular Draw/s for specified amount/s and particular date/s constitutes a binding agreement in law with ITHUBA.
22. Tickets purchased from mobi, SMS, USSD and the Website shall not be cancellable.
23. When playing any National Lottery games, you do so with the acceptance and understanding that you are playing responsibly. Excessive play is prohibited and will be monitored. The maximum playing value per bet for all National Lottery games available via the Website is R1,000 (one thousand rand) with the exception of:
 - a. SPORTSTAKE 13 with maximum playing value of R2, 000.00 (two thousand rand) per bet; and
 - b. PICK 3 with a maximum playing value of R5, 000.00 (five thousand rand)

per bet. A bet with a total ticket cost greater than R700.00 (seven hundred rand) on one bet slip will be rejected. The PICK 3 game has a liability limit of R15, 000,000.00 (fifteen million rand); entailing the maximum amount of prize of money that ITHUBA will pay out for any given draw.

- c. For the RAFFLE Game- please refer to the specific terms and conditions of the RAFFLE Game.

24. It is your sole responsibility to ensure that all the details shown on the relevant electronic page (internet or cellphone) are confirmed to be true and correct before proceeding to confirm your purchase of any National Lottery game.

Online Cash Out

You have 2 options to redeem the funds from your virtual wallet:-

- Standard Bank ATM; or
- Transfer into a South African bank account.

25. **Standard Bank ATM:** You will be charged a transaction fee of R7.00 (seven rands) for any 'cash out' requests conducted through any Standard Bank ATM:-

- a. The 'cash out' option via any Standard Bank ATM is available from Monday to Friday during the hours of 08h30 to 16h30 exclusively;
- b. Once you have received the pin/token number from Standard Bank pertaining to the request, it will only be valid for a period of 7 (seven) days;
- c. Cash out limits via an Standard Bank ATM are:-
 - Minimum amount of R50.00 (fifty rands) per transaction; and
 - Maximum amount of R4, 900.00 (four thousand and nine hundred rands) per day.

26. **South African Bank Account:** You will be charged a transaction fee of R4.74 (four rands and seventy four cents) for a normal bank transfer or R90.00 (ninety rands) for an immediate bank transfer requests to any South African bank account.

- a. The account holder of the bank account is to be the same person as the virtual wallet holder requesting the cash out.
- b. Payment may take up to 2 (two) working days from receipt of all required documentation.
- c. Normal banking transfer periods will be applied to the transfer of funds by the applicable bank once the cash out has been processed, e.g. funds may reflect within 72 (seventy two) hours of transfer, depending on the bank's rules.
- d. **Cheque Deposits**
If a Participant deposits a payment instrument such as a cheque into his/ her E-wallet online account, ITHUBA will not credit the Participant's bank account immediately. However, the funds will only be available once the payment instrument has been paid/ honoured (and/or cleared), and this process generally takes **approximately 7 (seven) business days or more** from the date of the deposit. Thereafter, once the cheque has been cleared the Participant's E-wallet online account will be credited and may start to play.

ITHUBA is not liable, in any manner whatsoever, for any errors because of the incorrect information provided by you or any third party acting on your behalf in respect of the cheque deposit. ITHUBA is not legally required to ensure that you are legally entitled to the proceeds of any deposited payment instrument. The Participants hereby acknowledges, consents and agrees that, ITHUBA may collect and/or accept payment instruments (i.e. cheques) at its own discretion.

27. You are responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your password and the virtual wallet.
28. You acknowledge that if a third party (including any members of a syndicate on whose behalf you might act) becomes aware of your password, such person will have access to all of the services and features associated with the operation of your virtual wallet, including but not limited to, the choosing of National Lottery numbers, transfer of funds, pay-outs and payments into your virtual wallet.
29. ITHUBA will, under any circumstance, not be held liable for any loss, claim and/or damage you may suffer or incur, howsoever arising, including but not limited, from and/or as a result of the use (authorised or unauthorised) of your password and/or virtual wallet.
30. You indemnify ITHUBA, the NLC and their Representatives against any loss, expense, claim or damage of whatsoever nature and howsoever arising from the use of the Website, or arising from any delay or failure by ITHUBA to send an email or SMS to you. ITHUBA makes no representation or warranty, whether express or implied, as to the operation and functionality of the Website.

Purchasing Times

On any draw day for LOTTO and, LOTTO Plus 1 and LOTTO Plus 2, PowerBall and PowerBall Plus, the closing time is 20:29:59.

31. You can only buy LOTTO and, LOTTO Plus 1 and LOTTO Plus 2 boards during the times prescribed below:
 - On draw days (Wednesdays & Saturdays) - 06h00 to 20h30.
 - On Sundays between 06h00 and 17h30.
 - On other days (Monday, Tuesday, Thursday and Friday) between 06h00 and 22h30. LOTTO and, LOTTO Plus 1 and LOTTO Plus 2 draw days are Wednesday and Saturday.
32. You can only buy PowerBall and PowerBall Plus boards during the times prescribed below:
 - On draw days (Tuesdays & Fridays) - 06h00 to 20h30.
 - On Sundays between 06h00 and 17h30.
 - On other days (Monday, Wednesday, Thursday and Saturday) between 06h00 and 22h30.
PowerBall and PowerBall Plus draw days are Tuesday and Friday.
33. SPORTSTAKE 13 fixture lists are offered twice a week as per the below:
 - Midweek Fixture List opens Sundays, 06h00 until 30 minutes before the start of the first fixture on Wednesday.
 - Midweek Fixture results are published on Friday mornings.
 - Weekend Fixture List opens Thursday, 06h00 until 30 minutes before the start of the first fixture on Wednesday.
 - Weekend Fixture results are published Monday mornings.

- SPORTSTAKE 13 fixture results are considered as the final score after 90 minutes of play or after extra time where applicable, however these excludes penalty shoot-out.
34. You may purchase PICK 3 board daily, except on Christmas Day, unless otherwise determined by ITHUBA during the times prescribed below:
- On a daily basis between 06h00 to 19h30.
PICK 3 draw days are held daily at 20h00.
35. For the RAFFLE game- please refer to the specific terms and conditions of the RAFFLE game.

Termination

36. These Terms and Conditions apply to the use of the National Lottery Website (including the wallet) until your online access is terminated by you or ITHUBA.
37. ITHUBA reserves the right to delete accounts (i.e. your profile and your virtual wallet) that are inactive for a continuous period of 6 (six) months (or such period as ITHUBA may determine) with immediate effect.
38. ITHUBA reserves the right to suspend or close your virtual wallet at any time on notice and the balance of such virtual wallet funds shall be remitted to you unless ITHUBA is required to do otherwise by law. ITHUBA reserves the right, at any time, and/or from time to time, to modify or discontinue, temporarily or permanently, www.nationallottery.co.za (or any part thereof) on notice to National Lottery players via our Website - www.nationallottery.co.za.
39. Neither ITHUBA, the NLC nor any of their Representatives shall be held liable to you or to any third party for any modification, suspension or discontinuance of the Website.

General Obligations

40. Prize winners at www.nationallottery.co.za agree that, if and to the extent that ITHUBA is legally obliged to provide a third party with details of any prize claimed by or on behalf of, or paid to the prize winner, ITHUBA shall be entitled to do so.
41. The following representations and warranties are material to ITHUBA and have been relied upon by ITHUBA to accept your registration and entry into the National Lottery game/s:
- a. You have read and fully understand, and will continue to understand and comply with the T&C's in which you purchase the National Lottery game through the Website;
 - b. You are at least 18 years of age;
 - c. You have the necessary legal capacity to purchase National Lottery game ticket and each purchase you make, when accepted, will be legally binding and enforceable against you; and
 - d. You will play responsibly and not excessively according to the set limitations.
42. You may opt to receive communication via email or SMS. The communication costs for all transactions are clearly stated clause 20 and these rates are subject to change from time to time at the sole discretion of ITHUBA. Payment for tickets

must be completed before the purchase cut off time for the ticket to be valid and entered for the selected draw. You are responsible to ensure that the National Lottery game ticket purchases are completed on time for a draw.

43. It is your responsibility to check and ensure that your National Lottery 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.
44. All fees incurred for the transfer of winnings, including but not limited to bank fees for opening a new bank account or a cash deposit fee, are for your account. Likewise bank charges applied by your bank pertaining to any purchase made via your virtual wallet will be for your account.
45. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website or any service provided therein.
46. The instructions on how to register and use the Website service forms part of these Terms and Conditions.
47. The failure of ITHUBA to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of any such right or provision to do so at any time and in any appropriate forum.

Intellectual Property

48. You acknowledge and agree that the Website and any necessary software used in connection with the provision of the Website contain proprietary and confidential information that is protected by applicable intellectual property and other laws.
49. You further acknowledge and agree that all trademarks, logos and content contained in advertisements or information presented to you through Website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by ITHUBA or the NLC, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, in whole or in part.
50. The National Lottery trademarks, logos and product names are the intellectual property and trademarks of the NLC (the "National Lottery Marks"). Without ITHUBA's or the NLC's prior written permission, you agree not to refer to, copy, display or use in any manner, the National Lottery Marks.
51. ITHUBA, the ITHUBA logos and slogans, and product and service names are the intellectual property and trademarks of ITHUBA (the "ITHUBA Marks"). Without ITHUBA's prior written permission, you agree not to refer to, copy, display or use in any manner, the ITHUBA Marks.
52. For the avoidance of doubt, the rest of the content of this Website which includes, but is not limited to, the text, graphics, icons, designs, colours, layout are the intellectual property of ITHUBA and its associates. All the intellectual property rights referred to herein are governed by the South African and international intellectual property laws.
53. In the case of any disputes regarding these Terms and Conditions, the decision of ITHUBA will be final and binding, and no further correspondence will be entered into.

54. If any provision of these Terms and Conditions is found by a Court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect.
55. ITHUBA reserves the right to alter or amend these Terms and Conditions at any time. In such an event, you agree to abide by the revised Terms and Conditions and understand that you will not have any claim against ITHUBA, the NLC or their Representatives in respect of any change so effected.

The provisions as contained within the Website are provided "as is" and without warranties of any kind whatsoever either expressed or implied. ITHUBA does not warrant or make any representations regarding the use or the results of the use of the content or other provisions in the Website in terms of their correctness, accuracy, reliability, or otherwise. Draw details as televised shall take precedence over those contained on the Website. It is the Participant's responsibility to ensure that they capture draw details as televised.