

## TERMS AND CONDITIONS

### 1. GENERAL TERMS AND CONDITIONS (T&C's)

- 1.1. This Promotion/Competition/Program ("Promotion") is operated by Futurelife® Health Products Pty Ltd ("The Promoter").
- 1.2. This Promotion is open from 01/06/2017 - 31/08/2017. Any entries received after midnight on the last day will not be valid and will not be considered.
- 1.3. The Promoter reserves the right, in its sole discretion and to the extent permitted by law, to amend these T&C's at any time. The Promoter may notify The Participant of any significant changes, however there is no obligation on The Promoter to do so and it remains your responsibility to check these T&C's regularly on the website and/or any other communications' medium applicable.
- 1.4. The Promoter shall have the right to terminate the Promotion ("Termination") immediately and without notice for any reason, beyond its control, requiring this. In the event of such Termination, The Participant agree to waive any rights that The Participant may have in terms of this Promotion and acknowledge that The Participant will have no recourse against the Promoter, its agents and/or staff.
- 1.5. These T&C's constitute an agreement between The Promoter and the Participant, the participant ("The Participant").
- 1.6. These T&C's as well as the terms of use governing each of the specific rewards/ prizes/ benefits ("Rewards") will apply to your participation/submission/entry ("Participation") into the Promotion. Please note that these T&C's do not replace the terms and conditions prescribed by each reward partners ("Reward Terms") and must be read in conjunction with such other Reward Terms. It is your responsibility to familiarise yourself with those Rewards Terms.
- 1.7. By entering the Promotion, The Participant confirms that they have read, understood and agree to be bound by these T&C's, as they may be amended from time to time. By continuing your Participation and use of the Rewards, after the Promoter has modified and/or amended these T&C's, The Participant agree to be bound by such modified T&C's. If the modified T&C's are not acceptable to The Participant, The Participant must terminate their Participation.
- 1.8. The Promotion is open to all South African Residents above the age of 18 who are in possession of a valid identity document or passport. Directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members cannot enter the Promotion. The Promoter, its agents and distributors accept no liability whatsoever for the misuse of the reward voucher and or products, and are not liable for any personal loss, injury or death at Reward Partner featured venues and or by using the products, and cannot be held responsible for any dissatisfaction concerning quality or availability of featured venues and or products.
- 1.9. The offer is subject to promotional availability. Participating Reward Partner venues reserve the right to vary times and offer availability (e.g. Public holidays).
- 1.10. By entering the Promotion the Participant agree to receive communication from the Promoter.

- 1.11. To the extent allowed by law, these T&C's set out the whole of the agreement between The Participant and The Promoter in regard to the subject matter hereof and there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which The Participant are relying in concluding this agreement and The Promoter shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. *This clause constitutes an acknowledgment of fact by The Participant. The Participant must ensure that The Participant read the above clause carefully and ensure that this statement is true and correct as this will limit your rights to claim that these statements are not true and correct.*
- 1.12. To the extent allowed by law, no extension of time or indulgence which The Promoter may grant to The Participant shall constitute a waiver of any of The Promoter's rights, who shall not thereby be precluded from exercising any rights against The Participant which may have arisen in the past or which might arise in the future. *This clause limits and excludes obligations, liabilities and legal responsibilities which The Promoter will have towards The Participant and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on The Participant.*
- 1.13. These T&C's shall be governed by and interpreted according to the laws of the Republic of South Africa and the parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town, in respect of any proceedings arising out of or in connection with these T&C's.
- 1.14. Any provision in these T&C's which is or may become illegal, invalid or unenforceable shall, to the extent of such prohibition or unenforceability, be ineffective and treated as having not been written and severed from the balance of these T&C's, without invalidating the remaining provisions of these T&C's.
- 1.15. The Promoter and its agencies reserve the right to correct any errors and omissions. These terms and conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 1.16. The Participant agree that The Promoter may send any notice or notification arising under and/or contemplated in these T&C's by electronic mail or other electronic communication to your contact details provided when The Participant subscribed to The Promoter.
- 1.17. The Participant are required to adhere to any South African Tax Laws linked to Rewards. It is your responsibility as a Participant to adhere and do the necessary submission is and when applicable.
- 1.18. The Promoter's domicilium citandi et executandi (place for service of legal documents) is Suite 3, Unit 2, Rydall Vale Office Park, Douglas Saunders Drive, La Lucia Ridge, 4019, South Africa

## **2. WARRANTIES AND LIABILITY**

- 2.1. To the extent allowed by law, The Participant agree that The Promoter shall not be liable to The Participant or any other person or entity whatsoever in respect of any loss or damage:
  - 2.1.1. caused by or arising from any fact or circumstance beyond the reasonable control of The Promoter;

- 2.1.2. which is consequential or incidental loss or damage;
  - 2.1.3. of whatever nature and howsoever arising from or in connection with your Participation and/or your use/consumption of the Rewards and/or any arrangement with any Rewards Partner;
  - 2.1.4. which is a result of any downtime, outage, interruption in or unavailability of the Call Centre or Website, attributable to any cause whatsoever, including (but not limited to) repairs and maintenance, any breakdown in any service provided by any communications service provider (including line failure) as well as by any external communications networks and/or networks of any internet service providers;
  - 2.1.5. arising from any disclosure or use of any information The Participant provide to The Promoter, whether such disclosure is in accordance with the provisions of these T&C's or otherwise; and/or
  - 2.1.6. arising from a breach of any security system which may be implemented by The Promoter and/or any service provider to The Promoter.
- 2.2. The Participant acknowledge that The Promoter does not provide the Rewards. The Rewards Partners may, for reasons outside the control of The Promoter, cease providing the Rewards in whole or in part and The Promoter is accordingly entitled to summarily terminate your Participation in such instances. *This clause limits and excludes obligations, liabilities and legal responsibilities which The Promoter will have towards The Participant and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on The Participant.*

### 3. INDEMNITY

- 3.1. To the extent allowed by law, The Participant hereby indemnify and hold The Promoter free from liability for loss or damage of whatever nature and howsoever arising from your Participation and/or your failure to comply with any provision and/or obligation under these T&C's. *This clause constitutes an assumption of risk and/or liability by The Participant under which The Participant indemnify The Promoter against certain liabilities and which may result in The Participant being liable for additional costs and liabilities.*

### 4. PRIVACY

- 4.1. Participants will be required to provide certain personal information (where applicable), including (but not limited to), their name, surname, identity number, physical address, postal address, email address and cell phone number.
- 4.2. This clause applies to all personal information collected or submitted to The Promoter as set out above as well as any other personal information provided by The Participant to The Promoter at any time.
- 4.3. Should The Participant fail to provide your personal information to The Promoter, The Participant may not be able to participate.
- 4.4. Subject to 4.5, The Promoter will use your personal information for all purposes relating to these T&C's and/or in order for The Promoter to provide the Rewards

including, but not limited to, the arranging and booking of the Rewards and for purposes generally relating to participation and the Rewards.

- 4.5. The Promoter may use your personal information for marketing purposes for their other products.
- 4.6. Subject to 4.5 and 4.7, The Promoter will not share any of your personal information with any third party except where such disclosure is necessary to enable The Promoter to provide, deliver or in any other way give effect to these T&C's and/or the Rewards, where such disclosure is required by law or where The Participant consent to The Promoter sharing your personal information.
- 4.7. The Participant hereby agree to The Promoter disclosing and sharing your personal information with entities within the Machine group of companies.
- 4.8. To the extent that The Promoter shares your personal information with third parties in accordance with clauses 6 and 7 above, The Promoter will require, to the extent possible, that such parties conform to The Promoter's privacy standards.
- 4.9. The Promoter will record all telephone calls made to and from the Call Centre. In the event that Participation is concluded via the Call Centre, such telephone calls will be recorded, as contemplated in the CPA, to constitute the record of the transaction concluded.
- 4.10. The Participant hereby expressly agree that The Promoter may:
  - 4.10.1. collect, receive, record, organize, collate, store, update, modify, retrieve, alter, consult, use, disseminate or obtain any of the personal information set out above;
  - 4.10.2. use your personal information for the purposes set out above;
  - 4.10.3. transfer your personal information to third parties in a foreign country where this is required for the facilitation of any transfers of information or where this is required in order to give effect to the Rewards.
- 4.11. The Participant may request that The Promoter correct your personal information, should it come to your attention that The Promoter's records are incorrect. Should The Participant wish to access your personal information or rectify it, please contact the Call Centre.
- 4.12. The Promoter shall protect your personal information as required by law. However, to the extent allowed by law, The Promoter shall not be liable to The Participant or any other person or entity whatsoever, in respect of the unauthorised disclosure of your personal information.
- 4.13. In accordance with POPI, The Participant may request the Promoter to review which of your personal information it holds and may request for the Promoter to delete such information, please contact the Call Centre. *This clause limits and excludes obligations, liabilities and legal responsibilities which The Promoter will have towards The Participant and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on The Participant.*

## 5. CONSUMER PROTECTION ACT

- 5.1. Nothing in these T&C's:

- 5.1.1. limits or exempts The Promoter from liability for any loss directly or indirectly attributable to the gross negligence of The Promoter or any person acting for or controlled by The Promoter to the extent that the law does not allow this;
- 5.1.2. requires The Participant to assume risk or liability for this kind of loss to the extent that the law does not allow this.
- 5.2. If these T&C's and/or any goods and/or services provided under these T&C's are regulated by the CPA, it is not intended that any provision of these T&C's contravenes any provision of the CPA and therefore all provisions of these T&C's must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

## **6. HOW TO ENTER**

### **6.1. USSD Entry**

- 6.1.1. To enter into the Promotion, participants must purchase one Smart Food 500g product and enter via the USSD string \*120\*1536# and follow the prompts. USSD costs 20c per 20 seconds.
  - 6.1.2. Consumer completes questions within USSD string
  - 6.1.3. Winning consumers will receive a responding SMS with a winning unique pin code and Concierge Service line number to call to redeem their choice prize
  - 6.1.4. Winner calls Concierge Service and they make a booking for the consumers selected reward on their behalf
  - 6.1.5. Booking confirmation is sent to the winner.
- 6.2. Promotion entry limitations:
- 6.2.1. A participant will be limited to enter the promotion 3 times per day with a maximum of 10 entries over the campaign period.
- 6.3. The Promoter reserves the right to request proof of purchase from The Participant as proof of a valid entry.

## **7. COMPETITION DRAW**

- 7.1. Except in so far as is provided for in the Consumer Protection Act 68 of 2008, the Promoter's decision is final and no correspondence will be entered into.
- 7.2. Participants and/or Winners will not be entitled to claim any royalties or any intellectual property rights from the Promoter.
- 7.3. Participants may be required to identify themselves with a bar coded South African ID book and/or valid passport and sign a prize receipt form received and/or provide an address or other information to facilitate the prize being delivered to them. Failure to claim the prize or a refusal or inability to comply herewith will disqualify the prizewinner and a new prizewinner will be drawn in their place at the sole discretion of the Promoter.
- 7.4. The Promoters may refuse to award a prize to a participant if there is suspicion of any irregularities or fraudulent activities.

7.5. The Promoter reserves the right to request, which the Participants have the right to decline, that images taken of the Participants be used for publicity purposes in any manner they deem fit, without any further remuneration being made payable to the prize winner.

#### 7.6. Choice Prizes

7.6.1. Choices prizes will be drawn randomly throughout the Promotion.

7.6.2. Winners will receive an SMS with a unique pin code and a number to call to redeem their reward.

### 8. PRIZES

- 8.1. This reward is valid until 30/05/2020
- 8.2. Transport to and from the venue is not included in this reward, and is for the winner's own account.
- 8.3. Unless otherwise specified, the prize winner will be required to call into the concierge service centre to redeem their reward.
- 8.4. The Participant is only eligible to win one instant prize per MSDISN (cell phone) and ID number
- 8.5. Only the owner of the MSDISN used to enter the promotion will be able to redeem the reward.
- 8.6. The Promoter and its agencies have the right to reject any participant suspected of fraudulent behavior.
- 8.7. Photocopied, illegible or defaced vouchers will not be accepted.
- 8.8. Prizes may only be redeemed by the participant who entered the promotion and the reward is not transferable, for sale or re-sale, or redeemable for cash under any circumstance.
- 8.9. Calls made into the call center are charged at standard share call rates.
- 8.10. Data charges, required for any download and/or use of a reward/benefit, are never included. These charges are for the participant's own account.
- 8.11. The reward and/or voucher is not exchangeable for cash or for sale.
- 8.12. Participating Reward Partner venues and suppliers are all contracted to participate in the Promotion. The Promoter, its agents and distributors cannot be held responsible for any subsequently declining acceptance of the Reward and/or voucher for reasons of their own.
- 8.13. The Reward Voucher can only be used once.
- 8.14. All other persons accompanying the Participant will be required to pay the full price, and all future bookings will be charged at the full price.
- 8.15. The Reward Voucher cannot be used in conjunction with any other promotional offers.
- 8.16. The Promoter reserves the right to substitute any Reward for a Reward of the same or similar value.
- 8.17. The nature of the reward varies from venue to venue. The Rewards of each venue or supplier are as stipulated by the individual venue and are non-negotiable.

## 8.18. Choice Prizes

8.18.1. There are 2900 (two thousand nine hundred) choice rewards available across 5 (five) x participating retailers.

- Pick n Pay 1000
- Shoprite 750
- Spar 500
- Dis-Chem 200
- Other 450

8.18.2. The reward entitles the bearer to a choice reward offered by the selected venue.

8.18.3. The reward is valid until 30/05/2020.

8.18.4. All bookings must be made in advance and using the Call Centre. (This is essential and a pre-requisite for Reward redemption).

8.18.5. The winner is required to give 7 days' notice in order for a booking to be made.

8.18.6. The winner will be able to choose one of the rewards from the list below.

## **ADVENTURE**

### 1. Adventure Activity:

- 1.1. The adventure activity reward voucher entitles the bearer to one free adventure activity, which allows one person a free entrance at any of the participating venues.
- 1.2. The nature of the free activities varies from venue to venue. The adventure activities offered are as stipulated by the individual venue and are non-negotiable.
- 1.3. The Participant acknowledges that any activity carries a higher risk of death or injury and indemnifies the Promoter in full.

## **HEALTH AND WELLNESS**

### 1. Dance Lesson

- 1.1. The dance lesson reward entitles the bearer to one free dancing lesson for one person at any of the participating venues.

### 2. Dietician

- 2.1. The Dietician reward entitles the bearer to one free dietician session for one person at any of the participating venues.

### 3. Personal Training Session:

- 3.1. The free personal training session reward entitles the bearer to a 1-hour session with one of the participating personal trainers. Access to the gym is not included.

4. Pilates/Yoga

4.1. The free Pilates or Yoga class reward entitles the bearer to one free session at any of the participating venues. Access to the gym is not included.

5. Run/Walk 4 life

5.1. The Run/ Walk for Life reward entitles the bearer to one free month at Run/ Walk for Life for one person at any of the participating venues.

**MOVIES**

6. Movie code/s

6.1. The free movie pin code entitles the bearer to 2 (two) 2D complimentary Ster Kinekor movie tickets at participating cinemas.

6.2. All other tickets purchased will be for the winner's own account.

6.3. Participating cinemas are all contracted to participate in the offer. The Promoter, their Promoters, agents and distributors cannot be held responsible for any cinema subsequently declining acceptance of the movie voucher for reasons of their own.

6.4. Voucher validity is as stipulated on the movie tickets printed at the Self Service Terminal or TicketLine machine.