

## TERMS AND CONDITIONS OF CELLPHONE UPGRADE BENEFIT AVAILABLE TO PURPLE CLIENTS

### 1. Introduction

- 1.1. This document sets out the terms and conditions applicable to the Benefit available to Purple Clients by Discovery Insure.
- 1.2. Use of the Benefit is subject to the terms and conditions set out herein. By making use of the Benefit, you acknowledge that you have read and understood these terms and conditions and you agree to abide by it.
- 1.3. These terms and conditions may be updated by Discovery Insure from time to time in its sole and absolute discretion and will be published on [www.discovery.co.za](http://www.discovery.co.za).

### 2. Definitions

- 2.1. **"Benefit"** means the cellphone upgrade benefit available to Purple Clients as described in clause 4, which is subject to the eligibility criteria and limitations set out in clause 3;
- 2.2. **"Benefit Partner/s"** means Samsung and iStore/Core;
- 2.3. **"Purple Client" / "you"** means a natural person who is a policyholder of a Discovery Insure Purple Plan short term insurance policy;
- 2.4. **"Discovery Insure" / "we" / "us"** means Discovery Insure Limited, Registration Number 2009/011882/06, a company registered in South Africa and a subsidiary of the Discovery Group;
- 2.5. **"Discovery Group"** means Discovery Limited, Registration Number 1999/007789/06, a company registered in South Africa and its subsidiaries from time to time;
- 2.6. **"Losses"** mean any losses, damages, costs, claims (including indemnified claims), judgments, penalties (including administrative penalties) or fines;
- 2.7. **"Personal Information"** has the meaning ascribed thereto in POPI; and
- 2.8. **"POPI"** means the Protection of Personal Information Act, 2013.

### 3. Eligibility criteria and limitations

- 3.1. The Benefit is available only to Purple Clients –
  - 3.1.1. who have been on the Purple Plan for a minimum period of 12 months; and
  - 3.1.2. whose Purple Plan includes insurance cover in respect of their household contents, building and a minimum of two motor vehicles; and
  - 3.1.3. who have not claimed from Discovery Insure in respect of insured risks and/or assets in terms of their Purple Plan for the past 12 months, excluding any SOS emergency claims.

- 3.2. The Benefit is available only once in any 12 month period. Accordingly, there is a 12 month waiting period between each benefit redemption.
- 3.3. The Purple Client must trade in their existing cellphone in order to make use of the Benefit and their existing cellphone must be in working order.

#### 4. Description and scope of the Service

Discovery Insure will contribute **up to** R10,000 (incl. VAT) in respect of a Purple Client's upgrade to the latest model Samsung or iPhone, if the upgrade takes place in accordance with the process set out below:

- 4.1. the upgrade must be carried out at a Samsung or an iStore shop ("the Store");
- 4.2. the Purple Client must inform the Store that they wish to upgrade their cellphone in accordance with the cellphone upgrade benefit available to them in terms of their Discovery Insure Purple Plan and the Store must confirm that the client is eligible for the benefit;
- 4.3. the Store must receive the Purple Client's existing cellphone (and its charger and any accessories, if applicable) as a "trade in" for the Purple Client's chosen new cellphone;
- 4.4. the Purple Client must agree to accept the trade in value offered by the Store to the Purple Client in respect of their existing cellphone (and its charger and any accessories, if applicable). The client's existing cellphone need not be a Samsung or an iPhone;
- 4.5. the Store will offset the agreed trade in value of the Purple Client's existing cellphone against the price of the client's new cellphone;
- 4.6. Discovery will contribute **the lower of the following two amounts** towards the price of the Purple Client's new cellphone:
  - 4.6.1. **the difference** between the price of the new cellphone (incl. VAT) and the trade in value of the Purple Client's existing cellphone **where the difference is less than R10,000** (incl. VAT); **or**
  - 4.6.2. **R10,000** (incl. VAT) **where the difference** between the price of the new cellphone (incl. VAT) and the trade in value of the client's existing cellphone **is equal to or more than R10,000** (incl. VAT); and
- 4.7. **the Purple Client must pay the remaining balance** due to the Store in respect of their new cellphone where the price of the new cellphone (incl. VAT) is more than –
  - 4.7.1. the trade in value of the Purple Client's existing cellphone; plus
  - 4.7.2. the R10,000 (incl. VAT) contribution paid by Discovery to the Store in respect of the client's new cellphone as envisaged in clause 4.6.2.

#### 5. Consent

You hereby give your consent that Discovery Insure may, in order to provide you with, and administer the Benefit –

- 5.1. request and receive your Personal Information from our Benefit Partners; and
- 5.2. share your Personal Information with our Benefit Partners.

## 6. Disclaimer

- 6.1. Save for Discovery Insure's contribution of up to R10 000 (incl. VAT) in respect of a Purple Client's purchase of a cellphone as envisaged in clause 4, neither Discovery Insure nor any entity of the Discovery Group will be liable for any Losses suffered by any person (including a Purple Client) as a result of –
  - 6.1.1. their utilisation of the Benefit and/or their purchase of a cellphone from a Benefit Partner; and/or
  - 6.1.2. services provided and products sold to them by a Benefit Partner.
- 6.2. Any cellphone purchased by a Purple Client from a Benefit Partner in terms of this Benefit will be subject to and in accordance with the Benefit Partner's standard terms and conditions applicable to the sale of cellphones and products to members of the public in the ordinary course.
- 6.3. A Purple Client will not have any claim against Discovery, the Discovery Group or a Benefit Partner in the event that the Benefit Partners' stock of cellphones become depleted, resulting in the client not being able to receive Discovery Insure's contribution in respect of their upgrade timeously or at all.