Terms and Conditions of the #IWasThere Competition

Section A: Terms and conditions specific to this competition

1. This Discovery #I Was There (“the Competition”) is promoted by the Discovery Group of companies (“Discovery”/“we”/“us”) and is subject to –

   1.1. the specific terms and conditions set out in this Section A; and

   1.2. the standard competition terms and conditions set out in Section B below.

2. The Competition will start on 1 November 2019 and will close on 13 March 2020.

3. To enter the Competition, a participant must SMS the word “Discovery” and their identity/passport number to the number 44360. Following receipt of the participant’s SMS and validation of the participant’s identity number by Discovery, the participant will receive a response SMS informing them that –

   3.1. they have been entered into the Competition; and

   3.2. they may receive additional entries into the Competition if they obtained a Discovery quote in sixty seconds during the period October 2019 to February 2020 using the link provided in the SMS. Only one additional entry per quotation will be granted. A participant may therefore receive a maximum of four entries into the Competition, with the first entry being in respect of the SMS and the other three entries being in respect of the above quotations obtained via the link provided.

4. Five winners will be drawn for the Arsenal Premier League match taking place on 1 January 2020 against Manchester United. The winners for the Arsenal Premier League match taking place on 2 May 2020 against Liverpool will be drawn in December, January, February and March. All entries will be considered for both draws, although a participant may only be a winner once.

    Arsenal vs Manchester United match.

      • Draw: Between 7th and 14th of November 2019

    Arsenal vs Liverpool match:

      • Draw between 2nd and 13th of December 2019
• Draw between 2\textsuperscript{nd} and 13\textsuperscript{th} of January 2020

• Draw between 3\textsuperscript{rd} and 13\textsuperscript{th} of February 2020

• Draw between 2\textsuperscript{nd} and 13\textsuperscript{th} of March 2020

5. The winners will be determined by means of a lucky draw in the presence of an independent auditor appointed by Discovery.

6. Subject to clause 7 below, the winner will receive an Arsenal FC Experience in the UK (as more fully described in clause 7 and clause 8 below) and may include in the tour one companion. No restriction applies in respect of the companion’s age.

7. The winner and their companion (“the Travel Party”) will receive the prize only if they are able to secure, to the satisfaction of Discovery’s appointed travel agent, the necessary travel documents (including but not limited to passports and visas) at least two weeks before the scheduled travel date (“the Cut Off Date”), which travel date will be determined by Discovery in its sole and absolute discretion. Failure by the Travel Party to secure the required travel documents by the Cut Off Date will result in the winner forfeiting the prize and Discovery may draw another winner. Discovery will pay the reasonable costs of the Travel Party’s visas while the Travel Party will be responsible for their own passport expenses.

8. The Prize consists of the following in respect of the Travel Party –

8.1. **Local Travel:**

8.1.1. The Travel Party’s transport to OR Tambo International Airport (“OR Tambo”) will either be arranged and paid by Discovery or reimbursed by Discovery to the Travel Party, in Discovery’s discretion.

8.1.2. Discovery will determine the mode of transport it is willing to arrange and pay or reimburse depending on the location of the winner and companions respectively.

8.1.3. Parking fees incurred by the Travel Party will not be paid or reimbursed by Discovery.

8.2. **International Travel:** Return economy flights from OR Tambo to Heathrow Airport in London, England (“Heathrow”) and from Heathrow to OR Tambo on the dates determined by Discovery in its sole and absolute discretion for purposes of the tour (“the Travel Dates”).
8.3. **Accommodation:** One sharing room for two nights at a four star hotel, chosen by Discovery, with breakfast included in London.

8.4. **Airport/hotel transfers (return):** Return transfers between Heathrow to the hotel.

8.5. **Clothing:** Discovery branded clothing and accessories in Discovery’s discretion. Sizes will be obtained from the winner. Discovery will not be liable for incorrectly sized clothing.

8.6. **Arsenal Premier League game:** Match day tickets to the Arsenal Premier League game advertised in the Competition. Attendance by the Travel Party is compulsory. Should the winner and/or their companion fail to attend the game, for any reason other than circumstances that were a) unforeseen and b) out of their control and c) not caused by them, the winner will reimburse Discovery for the cost of the ticket/s not used as well as their transfer/s to the game. Tickets may not be sold or otherwise transferred to another person and must be returned in the event that the winner and/or their companion did not attend the game.

8.7. **Hotel/stadium transfer (one way):** One way transfer from the hotel to the stadium on match day. The Travel Party is responsible for the arrangement and cost of their return to the hotel after the game.

8.8. **VIP Experience:** An Arsenal FC VIP fan experience in London.

9. The Prize provides the following exclusively for the winner: £1000 (one thousand Great British Pound), issued in either Rand or Great British Pound in Discovery’s discretion by means of a travel wallet/card and which may be spent by the winner as they see fit.

10. **Cancelation or postponement of the match**

    If the match in respect of which the winner has won tickets is cancelled or postponed for any reason whatsoever (including for reasons related to COVID19)-

10.1. **prior to the winner having departed for the UK.** Discovery may cancel or postpone the associated trip to the UK and may provide the winner with tickets to another match or the postponed match; or

10.2. **after the winner has departed for the UK to attend the match.** Discovery will not provide the winner with tickets to another match or extend the winner/Travel Party’s stay in order for them to attend another match or the postponed match.
11. Deviations from the flights

11.1. It is the responsibility of the Travel Party to ensure timeous arrival at the local and international airports. Should a flight be missed by the winner or their companion for whatever reason, alternative flight arrangements and the cost thereof will be the responsibility of the winner/companion, as the case may be.

11.2. In the event that the winner and/or their companion missed a local or international flight for any reason other than circumstances that were a) unforeseen and b) out of their control and c) not caused by them, the winner will be required to refund to Discovery the cost of those missed flight/s. The winner will be required to inform Discovery in writing within 5 (five) business days of the missed flight/s of the reason/s why their flight/s was/were missed, and Discovery will determine in its sole and absolute discretion whether the winner should refund Discovery for such missed flight/s.

11.3. No international flights other than the flights from OR Tambo to Heathrow and from Heathrow to OR Tambo on the Travel Dates will be booked and paid by Discovery. Accordingly, should the Travel Party elect to –

11.3.1. meet the Discovery team in London due to pre-existing travel arrangements or for any other reason, the Travel Party will forfeit their flight to Heathrow and Discovery will arrange and pay for the Travel Party’s flights from Heathrow to OR Tambo only, on the pre-determined Travel Date; or

11.3.2. delay their return to South Africa, the Travel Party will forfeit their return flight to OR Tambo and will be responsible for all arrangements and costs relating to their return to South Africa.

Section B: General Competition Terms and Conditions

1. These are the standard terms and conditions for competitions promoted by the Discovery group of companies ("Discovery"/ "we"/ "us").

2. In the event of a conflict between the terms and conditions of Section A and Section B, Section A will prevail.
3. Your entry into the Competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your acknowledgement and acceptance of the terms and conditions set out in Section A and Section B (“these Terms and Conditions”).

4. Competitions are not open to -

4.1. directors, members, partners, agents, employees or consultants of Discovery or any supplier of goods or services in connection with the Competition; or

4.2. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 4.1 above.

5. If you are under the age of 18 a parent or guardian must enter on your behalf. The ID number of the parent or guardian needs to be used to enter the competition.

6. If you use a mobile phone for entry into the Competition, the text messages you make will be charged at the prevailing mobile network operator rates, which may vary from time to time. "Free" smses under a cell-phone contract do not apply.

7. It is your responsibility to ensure that your entry is received by us prior to the closure of the Competition. Entries received after closure of the Competition will be invalid, regardless of the reason for the late entry.

8. We are not responsible for –

8.1. competition entries not received by us timeously or at all, regardless of the cause, including but not limited to technical malfunction of mobile networks and computer systems and even if the problem was caused by us;

8.2. any expenses incurred by you or any other person for purposes of your entry into the Competition and/or acceptance and/or use of a prize, unless we clearly state that the Prize itself provides for such expenses; or

8.3. any misrepresentation caused due to an unintentional copy error, typing error or missing content on any promotional material.

9. We will use and process the information that you provide to us for purposes of the Competition and in accordance with our privacy statement available at https://www.discovery.co.za/corporate/terms-
10. It is your responsibility to ensure that all information provided to us is accurate, complete and up to date and you agree that we may verify it. Should we find that any information provided by you in connection with the Competition is invalid, inaccurate, false or misleading, your entry may be disregarded and you may be prohibited from entering any further competitions for a period to be determined by Discovery in its sole and absolute discretion.

11. We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your acceptance and/or use of a prize. If you refuse to provide us with the requested information or documentation, you may forfeit the prize. This decision will be at the discretion of Discovery.

12. We do not make any representations or give any guarantees that –

12.1. your entry or participation in the Competition will result in you winning a prize;

12.2. a prize, or any aspect thereof, will meet your requirements, preferences or expectations; or

12.3. a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe, reliable or fit for any particular purpose.

13. Prizes are not transferable and may not be sold, deferred, changed or exchanged for cash or any other item.

14. Where a prize consists or includes an overseas trip -

14.1. You must be in possession of a valid passport at the time of you being announced as one of the competition winners.

14.2. you are responsible for obtaining all documents and permission required by the applicable authorities in relation to such trip, including but not limited to a valid passport and visa (“Travel Documents”). Discovery will pay the reasonable costs of the required visa.

14.3. should you not be able to secure the necessary Travel Documents before the Cut Off Date, you may forfeit the prize.
15. Winners will be notified that they have won the Competition by means of the contact details provided to us. If we or our third party supplier are unable to contact a winner within one week of the prize being awarded, or if the winner is unable to claim the prize within one week for whichever reason, the winner may forfeit the prize and Discovery may nominate a new winner.

16. If you are a winner in the Competition, we may request the following, which you may accept or decline:

16.1. your attendance at the winner announcement or prize award ceremony;

16.2. videos and/or photos taken by us of you at the ceremony; and

16.3. publication of your name and/or a video and/or photos of you in any media to promote and advertise any of our brands, goods or services with no fees or royalties paid to you.

17. If you win a prize provided by a third party supplier, the supplier may contact you to arrange the collection thereof. In such a case, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed to the supplier of the prize and Discovery will not engage in further correspondence relating to the prize.

18. Discovery and the judges’ decision on any matter concerning the Competition and/or arising out of these Terms and Conditions are final and no correspondence will be entered into.

19. We reserve the right to –

19.1. postpone, suspend or cancel the Competition; and/or

19.2. change these Terms and Conditions; and/or

19.3. change any prize or substitute any prize with another of equivalent value;

at any time and for any reason without notice to you and you will have no claim against us or our third party suppliers as a result of such postponement, suspension, cancellation or change.

20. You agree that your participation in the Competition, and your acceptance and/or use of a prize, or any aspect thereof, is voluntary and at your own risk.

21. We will not be responsible for any claim, loss, damage, damages, injury or death, arising directly or indirectly ("Losses") that may be incurred or suffered by you or any other person as a result of your participation in the Competition and/or your acceptance of a prize.
22. You agree to indemnify and hold Discovery harmless in respect of any Losses incurred or suffered by Discovery as a result of your participation in the Competition and/or your acceptance of a prize.

23. Where a prize allows you to include a companion ("Companion") and you elect to do so –

23.1. these Terms and Conditions will apply mutatis mutandis to your Companion and you undertake to make them aware thereof, it being recorded that these Terms and Conditions will apply to your Companion irrespective of whether you made them aware of it;

23.2. you assume full responsibility for them; and

23.3. where a Companion is a minor, you will ensure that they are at all times accompanied by you or an adult appointed by you.

24. If you or your Companion fail to comply with any of these Terms and Conditions –

24.1. you may be disqualified from the Competition and may forfeit any prize/s that you may have won; and

24.2. you will be liable for all Losses incurred and/or suffered by us as a result of your and/or your Companion’s non-compliance, including all legal costs incurred by us in enforcing our rights against you.

25. These Terms and Conditions will be interpreted in accordance with the laws of South Africa.