

## Virtual Vitality Cycle Series TERMS AND CONDITIONS

The purpose of these terms and conditions are to govern Participants of the Virtual Vitality Cycle Series and their engagement in the Virtual Vitality Cycle Series comprising of 20 km, 40 km and 60 km virtual events on 28 June 2020, 5 July 2020 and 12 July 2020.

### 1. Definitions

In these terms and conditions, the terms below have the following meanings:

- 1.1. **“Applicable Laws”** means all national, provincial, local and municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law that may be issued and in force from time to time with regard to or in connection with the activities contemplated under these terms;
- 1.2. **“Discovery Platforms”** means the set of related web pages under the Discovery domain, including but not limited to the Discovery website, any Vitality page or related content on the Discovery website, the Discovery App and/or official Discovery social media platforms;
- 1.3. **“Discovery Vitality, We, Us”** means Discovery Vitality (Pty) Limited bearing Registration Number 1999/007736/07, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa;
- 1.4. **“Discovery”** means Discovery Limited with Registration Number 1999/07789/06, a public company duly registered and incorporated in terms of the company laws of the Republic South Africa and its subsidiaries;
- 1.5. **“Participants”** means those individuals participating in the Vitality Virtual Cycle Series and are not members of the Vitality Programme
- 1.6. **“Personal Information”** has the meaning ascribed to it under the Protection of Personal Information Act 4 of 2013;
- 1.7. **“You, Your”** refers to the Participants, which unless indicated differently, includes Vitality Participants;
- 1.8. **“Vitality Programme”** the program that Discovery Vitality markets, operates and manages a programme for the benefit of Vitality Participants, the rules and benefits of which may change from time to time
- 1.9. **“Vitality Participants”** means Participants of the Vitality Programme, which includes spouse dependants, adult dependants, and child dependants over the age of 18 (eighteen) and excludes child dependants under 18 (eighteen) years, who are bound by the rules, which may change from time.

### 2. Eligibility, Registration and Activation

- 2.1. The dates of the Virtual Vitality Cycle Series are as follows:
  - a) Virtual Cradle of Humankind – 00:00 to 23:59 on 28 June 2020;
  - b) Virtual Garden Route – 00:00 to 23:59 on 5 July 2020; and
  - c) Virtual Underberg – 00:00 to 23:59 on 12 July 2020
  - 2.1.1. Please note these are proposed dates and can be changed at the discretion of Discovery Vitality.
- 2.2. Participants in any province can partake in any of the three races or in all of the three races. The geographic locations are not specific to who can participate, they are merely for naming conventions.
- 2.3. Vitality members and the general public may participate in the Virtual Vitality Cycle Series.
  - 2.3.1. Participants between the ages of 14 (fourteen) and 18 (eighteen) must have a legal guardian register on their behalf.
- 2.4. You may access the [Vitality Cycle Series page](#) to register for the 20 km, 40 km or 60 km Virtual Vitality Cycle Series.
- 2.5. By accepting the terms and conditions and registering for the event, You, as a Vitality Participant acknowledge and consent that your data (name, surname, ID number or passport number and email address) will be shared with Vitality and authorised third parties for purposes of the administration of the event, one of which is RaceTec.
- 2.6. Participation is free of charge.

- 2.7. By participating in the Virtual Vitality Cycle Series as a Vitality Participant, you agree to the limits, terms and conditions that Discovery Vitality, our partner network and third parties associated with the programme may share your Personal Information for purposes of administering the benefit, which includes but is not limited to the awarding of points.
  - 2.8. You acknowledge that it is your responsibility to consult a healthcare provider before beginning this or any exercise programme in respect of your past or present injury, illness, health problems or any conditions or medication that may affect your participation in the programme at any point in time.
  - 2.9. You warrant that the relevant medical checks have been completed and that there are no medical restrictions to your participation in the programme;
  - 2.10. Participants acknowledge this is a Vitality event and Vitality Participants data will be used towards points allocation, and this data will flow via RaceTec towards this purpose. This is according to the Vitality [Main](#) Rules.
  - 2.11. For Vitality Participants, up to 300 Vitality points will only be awarded when linking a Vitality approved heart rate fitness device or smartphone to the Discovery app. Vitality points will only be awarded for one fitness activity a day. If you complete two fitness activities in one day, then the higher points between the two will be awarded. The maximum amount of points per fitness day is 300 points. Vitality Participants can earn up to a maximum of 30 000 Vitality points a year (per participant) based on the fitness points cap, any points earned beyond this cap do not go towards the Vitality Participants status but will go towards the Vitality Participant's goal achievement in Active Rewards.
  - 2.12. All Participants are to indicate during the registration process whether or not they are Vitality Participants.
  - 2.13. Only those Participants who have completed all the information required during the registration process shall be eligible for the rewards as mentioned in these terms and conditions. Participants warrant that the information provided during the registration process is complete and accurate.
  - 2.14. We encourage parents/legal guardians to monitor their minor children's use of the Internet and particularly during the registration process and to help us protect their privacy by instructing them never to provide Personal information without the legal guardians consent and assistance. Participants under the age of 18 must obtain consent from their parents or guardians before disclosing any Personal Information to us. If we become aware that a child under 18 has provided us with such information without consent, we will use our best efforts to remove such information from our files.
3. Engagement
- 3.1. By selecting to participate in the Virtual Vitality Cycle Series, you accept the terms and conditions governing your participation in the Virtual Vitality Cycle Series and indemnify Discovery Vitality, its holding company, subsidiaries, any of its affiliated and/or constituent bodies, and directorates and or/or any representative, employee, servant or agent of the a foregoing bodies or persons against any claim whatsoever and howsoever arising which may be made against them or any of them by any person and/or against any liability which may be incurred by you and/or any damage arising directly or indirectly out of any act or omission of any nature whatsoever, whether negligent or otherwise (including gross negligence), on our part.
  - 3.2. Vitality Participants who will be cycling outdoors should have a device that is linked to the Discovery App and that can use GPS data to calculate the distance cycled.
  - 3.3. Vitality Participants using a stationary or indoor bike that has the capability to sync to a fitness device must sync their Vitality linked device to the indoor machine so that the distance cycled can be calculated.
  - 3.4. Vitality Participants whose indoor trainers cannot sync to their Vitality-linked device, must select to do a "Cycle workout" on their device before beginning the race. If the heartrate achieved for the duration of the cycle qualifies the member for Vitality Active Rewards points, the participant can enter the prize draw.
  - 3.5. Vitality Participants who complete a minimum of one event and post a photo of themselves on Facebook or Instagram with the hashtag #VitalityCycleSeries will be entered into a draw to win prizes from our Vitality partners – Garmin and Woolworths. [T&Cs apply.](#)
  - 3.6. Team Vitality Participants who register & complete the 20 km, 40 km or 60 km event will receive a R50 Woolworths voucher. [T&Cs apply.](#)
4. By engaging in the Virtual Vitality Cycle Series, You as the Participant warrant that you have read, understood and agree to be bound by these terms and conditions, as well as the Vitality Main Rules as they may be amended, updated or revised from time to time and apply to Vitality Participants. Any transgressions of the rules of the Vitality Virtual Cycle Series and / or misuse of the Vitality programme by Vitality Participants shall be subject to the conditions as set out in the Vitality [Main](#) Rules or the Main Rules governing ancillary programmes, whichever is applicable to you.

- 5 Discovery Vitality encourages honest and accurate logging of workout sessions and will conduct random audits to check the validity of the events that Vitality Participants log. It is your duty to ensure that your engagement in the programme is free from any fraudulent activity.
- 6 Discovery Vitality acknowledges and adheres to the Protection of Personal Information Act (POPI). We process your Personal Information and Personal Information related to the Virtual Vitality Cycle Series in accordance with our Privacy Statement. By engaging in the programme, you agree to be bound by our Privacy Statement as applicable to you in terms of the Main Rules or Ancillary rules.
- 7 By accepting these terms and condition when you activate and engage in the Virtual Vitality Cycle Series, You, as a Vitality Participant consent to Discovery Vitality processing your Personal Information for the purposes of administering the programme. You consent to Discovery Vitality sharing and procuring your Personal Information with and from contracted third parties, only insofar as it relates to the administration of the programme, who may require such information in order to render a service to You and only if such contracted third party agrees to keep the information confidential.
- 8 Data costs may apply as a result of engagement in the programme. Discovery Vitality shall not be liable for any data costs that may associated with your engagement in the programme as well as your internet connection, this remains the responsibility of the Participant.
- 9 The following will apply to Participants engagement in the Virtual Vitality Cycle Series:
- 9.1. The [Vitality main rules](#) as catered for Vitality Participants apply at all times;
  - 9.2. All activities done in conjunction with or as a result of this programme are done voluntarily and solely at your own risk. Discovery Vitality shall not be liable for any injuries, damages or health problems that may arise as a result of any information, products or services obtained from this video including, without limitation, workouts, training programmes or information.
  - 9.3. All content provided through Vitality, including all text, communication, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other materials, whether provided by us or by other users or third parties is not intended to be and should not be used in place of (a) the advice of your physician or other medical professionals, (b) a visit, call or consultation with your physician or other medical professionals, or (c) information contained on or in any product packaging or label. Should you have any health related questions, please call or see your physician or other healthcare provider promptly. Should you have an emergency, call your physician immediately. You should never disregard medical advice or delay in seeking medical advice because of any content presented on the Discovery Platforms and you should not use the Discovery Platforms or any content on the Discovery Platforms for diagnosing or treating a health problem. The transmission and receipt of any content, in whole or in part, or communication via the internet, e-mail or other means does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship.
  - 9.4. **You expressly agree that we do not assume responsibility for the inspection, supervision, preparation, or conduct of any contest, athletic activity or event that involves a Vitality benefit.**
  - 9.5. **You expressly agree to release Discovery Vitality and Discovery (the "released parties") from any and all liability connected and understand that under no circumstances will Discovery Vitality and/or Discovery be liable for any injury or damages, including consequential or indirect damages or for any delictual liability of any nature whatsoever suffered by you as a consequence of your participation in the programme which is inclusive, but not limited to your physical activities. You also agree that in no event shall the released parties be liable to you or any third party for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with (a) your use or misuse of Vitality, (b) your use or misuse of equipment or programs created or licensed by us while engaged in activities, (c) your dealings with third party service providers or advertisers available through Vitality, (d) any delay or inability to use benefits on Vitality experienced by you, (e) any information, software, products, services or content obtained through Vitality, whether based on contract, strict liability or otherwise, even if we have been advised of the possibility of damages.**
  - 9.6. **By participating in the event/s you shall ensure that you comply with the government regulations at all times material to your participation in the Virtual Vitality Cycle Series. It is Your duty to familiarise yourself with the Applicable Laws and the permitted conduct**
  - 9.7. **Please note that the Virtual Vitality Cycle Series is organized within the realm of the Applicable Laws in relation to the national lockdown in the Republic of South Africa. At all material times, the ambit of the Applicable Laws will apply. We encourage all Participants to remain at their homes. Discovery Vitality and/or Discovery shall not be liable to the Participant or any third party for any wrongdoings, claims, direct, indirect, punitive, incidental, special or consequential**



damages that may arise as a direct, consequential and/or indirect result of your participation and non-compliance with the Applicable Laws as on the date of the Virtual Cycle.