

VITALITY ACTIVE REWARDS FOR TEENS TERMS AND CONDITION

1. Definitions

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

- 1.1 **“Applicable Laws”** means South African law, which is inclusive of but not limited to 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, as well as international law, where applicable;
- 1.2 **“Data Protection Legislation”** means the applicable data protection or data privacy laws, including POPI, in force in South Africa from time to time
- 1.3 **“Discovery Application Service”** means a Discovery Limited mobile application on a handheld smartphone device. “Discovery App” has a corresponding meaning;
- 1.4 **“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;
- 1.5 **“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;
- 1.6 **“Discovery”** means means Discovery Limited with Registration Number 1999/007789/06, a public company duly registered and incorporated in terms of the company laws of the Republic South Africa and its subsidiaries;
- 1.7 **“Competent Person”** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a minor, for example a parent and/or legal guardian.
- 1.8 **“Main Member”** means the principal policyholder of a Vitality Membership, who contracting with Vitality, pays a monthly fee to Vitality, (or consent to a third party paying a monthly fee on their behalf) and is bound by the [Vitality Main Rules](#);
- 1.9 **“Minor”** means a person under the age of 18 (eighteen) years. “Child” and “Minor Child” have corresponding meanings;
- 1.10 **“Nominated Minor”** means, for the context of these terms and conditions, a minor child aged between 14 (fourteen) and 18 (eighteen) years, whom the Main Member nominates in their capacity as legal capacity, to be the beneficiary under the Vitality Active Rewards for Teens programme. “Nominated Child” and “Nominated Minor Child” have corresponding meanings;
- 1.11 **“Personal Information”** has the meaning ascribed to it under the Protection of Personal Information Act 4 of 2013 (“POPI”);
- 1.12 **“Reward”** means the actual reward or incentive that participants receive as a result of their engagement with the programme;
- 1.13 **“You, Your”** refers to the Main Member of the Vitality membership, unless indicated differently;
- 1.14 **“User”** means the Main Member who has a Discovery profile and is able to log into the Discovery app in order to access the Discovery Vitality Active Rewards for Teens programme.

2. Eligibility

- 2.1 A parent/guardian must be a competent adult by law.
- 2.2 Users must have a compatible iOS or Android device in order to make use of the programme.

- 2.3 Only a Main Member with a Vitality policy with an eligible Minor on their Vitality policy may agree to the terms and conditions set out herein.
- 2.4 The Vitality Active Rewards for Teens programme is available for eligible minor children 14 years and older but under the age of 18 years who are a part of the abridged version of the adult/normal Active Rewards product ("Vitality Active Rewards for Teens")
- 2.5 These terms and conditions shall govern the use of the programme mentioned in 2.4. above.
- 2.6 By registering a Discovery profile on behalf of the Nominated Minor, You, as the legal guardian of the Nominated Minor, represent and warrant the following:
 - 2.6.1 You are the authorised legal guardian, you have the legal capacity to provide consent on behalf of the minor and have not been divested of such legal guardianship and/or authority;
 - 2.6.2 You consent to Discovery Vitality processing Your Nominated Minor Child's Personal Information for the purpose of creating a profile on the Discovery App for purposes of the programme and agree to share with Us their Personal Information, which includes but is not limited to their name, identity or passport number, cell phone number
 - 2.6.3 You also consent to Discovery Vitality processing Your Nominated Minor Child's Personal Information for the purposes of activation and administration of the Vitality Active Rewards for Teens programme
 - 2.6.4 You consent to Discovery Vitality sharing and procuring the Nominated Minor's Personal Information with and from contracted third parties, only insofar as it relates to the administration of the Vitality Active Rewards for Teens programme, who may require such information in order to render a service to You or the Minor, where applicable, and only if such contracted third party agrees to keep the information confidential;
 - 2.6.5 You consent to Us receiving and sharing data relating to Your Nominated Child with and from the participating partner network, which includes the fitness and retail partners associated with Discovery Vitality, in order to validate and process such personal and activity information required for the achievement of goals and the awarding and redemption of Rewards under the Vitality Active Rewards programme;
 - 2.6.6 You acknowledge that it is Your responsibility to consult with Your medical practitioner with respect to Your Nominated Minor Child's past or present injury, illness, health problems or any conditions or medication that may affect their participation in the Discovery Vitality Active Rewards and Teens programme at commencement and for the duration of his or her participation in the programme.
 - 2.6.7 You warrant that the relevant medical checks have been completed and that there are no medical restrictions to the Nominated Minor's participation in the programme;
 - 2.6.8 All the registration information provided by You is true, accurate and complete; and
 - 2.6.9 You will maintain the accuracy of such information and update such registration information as necessary.
- 2.7 You, as the legal guardian, will ensure that the relevant medical checks have been done to ensure that there are no medical restrictions, inclusive of any food allergies, which preclude the Nominated Minor Child's participation in the programme. You shall not be allowed to proceed with the activation process on behalf of the Nominated Minor until such clearance has been provided.
- 2.8 During registration, all the required fields on the registration page must be completed, in order for Users to proceed and use the programme.
- 2.9 All applicable terms and conditions must be accepted by You, as the legal guardian, during registration, failing which you will not be able to proceed with the registration.

3. Engagement

- 3.1 You, as the legal guardian have monitoring capabilities in respect of the Nominated Minor Child's engagement on the Vitality Active Rewards for Teens programme. It is Your responsibility to ensure that due care and caution is exercised at all times and that Your Nominated Minor Child is supervised at all times when engaging with the programme and/or the Discovery App.
- 3.2 By ticking the checkboxes and proceeding in the activation journey, You accept the terms and conditions governing Your and Your Nominated Minor Child's participation in the Vitality Active Rewards for Teens programme, 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 Your Nominated Minor Child and/or any damage which may be by the Nominated Minor Child, arising directly or indirectly out of any act or omission of any nature whatsoever, whether negligent or otherwise (including gross negligence), on our part.
4. Discovery Vitality is not responsible for devices purchased by You, for use by the Nominated Minor Child as there are laws governing use of devices within certain age ranges, these differ from manufacturer to manufacturer. It is Your responsibility as the legal guardian to ensure that the device purchased allows for use by the Nominated Minor, as dictated by the terms and conditions issued by such device manufacturer and that such device is compatible with the Vitality Active Rewards for Teens programme. For a list of devices that Vitality is compatible with [tap here](#). Please note: this list does not imply that your child can create an account with all these devices. Each device manufacturer's terms and conditions, especially those referencing minimum age for account creation, must be checked by the legal guardian before purchasing the device for the child.
5. The Vitality Active Rewards for Teens programme is available through the Discovery Application Service, data costs may apply when you download, use or update the Discovery Application Service. Certain benefits linked to the programme may have separate activation costs which will be charged as part of the activation process.
6. By activating and/or participating in the Vitality Active Rewards for Teens programme, you 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. Any transgressions of the rules of the Vitality Active Rewards for Teens programme and / or misuse of the Discovery App Service by Nominated Minors shall be subject to the conditions as set out in the [Vitality Main Rules](#).
7. As the legal guardian, You confirm that you shall monitor Your Nominated Minor Child's engagement with the Discovery App and the Vitality Active Rewards for Teens programme, inclusive of the supervision of the use of the Rewards issued and redeemed under the Active Rewards programme. To this end, You, the legal guardian, shall take such steps as may be necessary to allow for the proper use of Rewards and You indemnify Discovery Vitality and Discovery against improper and illegal use of the Rewards.
8. As the parent/guardian, you may revoke your consent at any time. You understand and accept that upon revocation of such consent, the Nominated Minor Child may no longer be able to engage in and benefit from the Vitality Active Rewards for Teens programme.
9. We process your personal information and personal information related to the Discovery Vitality Active Rewards for Teens programme in accordance with our [Privacy Statement](#). By activating and using the programme, you agree to be bound by our [Privacy Statement](#), which is incorporated into these terms and conditions

10. By accepting the terms when you sign up for the Services and by continuing to use the Services, you agree to the terms and represent and warrant that you are at least 18 (eighteen) years old and capable of entering into a legally binding agreement.
11. The following will apply to usage of the Vitality Active Rewards for Teens programme:
 - 11.1 The [Vitality Main Rules](#) apply at all times;
 - 11.2 Discovery Vitality is not a licensed medical provider and have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. Discovery Vitality nor the Vitality programme or its benefits are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You understand that when participating in any exercise or exercise program, there is the risk of physical injury and/or death. You are to ensure that you consult with your medical practitioner to ensure that your Nominated Child is medically fit to participate in and follow any health, fitness and dietary recommendations provided for under the Discovery Vitality Active Rewards for Teens programme. Should You at any point be of the belief or suspicion that Your Nominated Minor Child is at risk of injury, illness, health problems or has any conditions or medication that may affect their participation in the programme, You are to suspend their participation in the programme and refrain from further engagement until such time that Your Nominated Minor Child is medically cleared to commence participation in the programme.
 - 11.3 You expressly acknowledge and agree that we are not providing medical advice via the Programme. 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.
 - 11.4 You expressly agree that your nutritional and athletic activities, which generate the user content you post or seek to post on the Discovery Platforms (including but not limited to running, walking, cycling, hiking, triathlon) carry certain inherent and significant risks of property damage, bodily injury or death and that you voluntarily assume all known and unknown risks associated with these activities even if caused in whole or part by the action, inaction or negligence of us or by the action, inaction or negligence of others. You also expressly agree that we do not assume responsibility for the inspection, supervision, preparation, or conduct of any race, contest, group athletic activity or event that involves a Vitality benefit.
 - 11.5 You expressly agree to release Discovery Vitality and Discovery (the "released parties") from any and all liability connected with You and/or Your Nominated Minor Child, 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 and/or the Nominated Minor Child as a consequence of the Nominated Minor Child's participation in the programme which is inclusive, but not limited to Your Nominated Minor Child's nutritional and physical activities, the redemption of Rewards by the Nominated Minor Child as well as any risk associated with the subject matter obtained as a result of the minor redeeming the Reward, and any implications thereof. 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.

APP REGISTRATION

1. Your consent is required for the collection, use, or disclosure of Your Nominated Minor Child's Personal Information. We will not activate Your Nominated Child's account, nor the Vitality Active Rewards for Teens programme in the absence of Your consent. With Your consent, we may collect information from You about your child, such as first name, last name, ID or passport number, Date of Birth, Gender, and other information as described in full in our [Privacy Statement](#)
2. You consent to Discovery Vitality processing Your Nominated Minor Child's personal information with contracted third parties who require such information in order to render a service to You or the Nominated Child, the purpose of which is to administer the benefit effectively, amongst others, and only if such contracted third party agrees to abide by the applicable data protection legislation and strict confidentiality protocols;
3. By accepting these terms and conditions, You confirm that as the legal guardian, you shall monitor Your Nominated Minor Child's engagement with the Vitality Active Rewards for Teens programme inclusive of the supervision of the use of the rewards issued under the Active Rewards programme. To this end, you indemnify and hold harmless Discovery Vitality and Discovery against improper and illegal use as well as the Active Rewards programme by Your Nominated Child and or Yourself, which includes but is not limited to the redemption of the Rewards and use of the products obtained from the rewards.
4. By accepting these terms and conditions and/or by providing us with Your and/or Your Nominated Minor Child's personal information you hereby consent to the creation of your child's profile within Your profile on the Discovery app. You hereby consent to the processing of the Nominated Minor Child's Personal Information only to the extent as required to have a valid profile and engage with Discovery Vitality's Vitality Active Rewards for Teens programme.
5. You may revoke your consent at any time, however should you do so, you understand and accept that your minor child may no longer be able to engage in and benefit from the Discovery Vitality's Vitality Active Rewards for Teens programme.