

## DISCOVERY VITALITY ONLINE WORKOUT TERMS AND CONDITIONS

The purpose of these terms and conditions are to govern Vitality members and their engagement when participating in online fitness sessions and classes for which shall be determined at the sole discretion of Discovery Vitality.

### 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 Vitality online workouts or Online workouts" means the participation by Vitality members in respect of online fitness sessions and/or classes as determined by the Vitality Health Programme
- 1.5 "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;
- 1.6 "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 Vitality Health Member, unless indicated differently;
- 1.8 "Vitality Health Programme" the program that Discovery Vitality markets, operates and manages for the benefit of Vitality Members, the rules and benefits of which may change from time to time
- 1.9 "Vitality Health Member" means members of the Vitality Health programme including but not limited to Vitality Premium, Vitality Purple and Vitality Active members and any other cohort of members by any other iteration as determined by Discovery Vitality from time to time..

### 2. Eligibility, Registration and Activation

- 2.1 Vitality Members with an internet connection may participate in the online classes offered by Vitality.
  - 2.1.1 The terms of the Online workouts do not apply to any dependants under the age of 18 (eighteen)
- 2.2 Your participation in Online workouts requires an uninterrupted internet connection.. This programme excludes Balance members.
- 2.3 In order to be eligible to participate, You need to be a current Vitality Premium or Vitality Active member.
- 2.4 Vitality fitness points may be earned for participation in Online workouts in accordance with the [Vitality points guide](#).
- 2.5 To access the online workouts and fitness classes, you will need to log in to the [Vitality home workout page](#) with your username and password.

- 2.6 You have already provided consent to process Your Personal Information as per the Vitality Main Rules, you hereby confirm that such consent extends and applies in respect of the Online workouts offered online by Discovery Vitality. By engaging the Vitality protocols, the data sharing provisions that you have agreed to upon activation of the Vitality membership apply and Vitality is accordingly permitted to process and transfer your personal information regarding your engagement for Vitality.
- 2.7 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 Online workouts the programme at any point in time.
- 2.8 You warrant that the relevant medical checks have been completed and that there are no medical restrictions to Your in the Online Workouts programme;

### 3. Engagement

- 3.1 The following will be considered as a valid workout for purposes of awarding points:
  - 3.1.1 Accessing the Online workouts through the Discovery website
- 3.2 Participation of an Online workout through the applicable Discovery Platforms does not qualify as a gym visit for the purposes of the Discovery Vitality Health Programme.
- 3.3 An Online workout is qualified as such where a member has logged onto the Discovery website as mentioned in clause 3.1 above and participates in an online workout session for a minimum of 30 (thirty) minutes.
  - 3.3.1 Multiple sessions done at different times of the day will qualify as a single valid workout session for which you will be awarded points, as long as the total workout time adds up to a minimum of 30 (thirty) minutes.
  - 3.3.2 The workout timing is rounded down, therefore any workouts which add up to less than 30 (thirty) minutes will not qualify as a valid workout for purposes of awarding points.
- 3.4 Members will be awarded 50 (fifty) points per each valid Online workout. 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.
- 3.5 The 50 (fifty) points per each valid Online workout will contribute to the 30 000 fitness point limit per year.
- 3.6 To check how many Vitality points you have earned from an Online workout, go to the Vitality Points Tracker on the Track and earn points page on the Discovery website.
- 3.7 Points awarded from participating in an online workout session will reflect within 7 (seven) working days.
- 3.8 Points are awarded on an individual level, not on a policy level, therefore each Member will need to log in separately and participate in order to be awarded the points.
- 3.9 Vitality Baby mothers who are registered on the Vitality Baby benefit will earn double Vitality points for logging a workout during pregnancy and up until their baby is 6 (six) months old.
- 3.10 By engaging in an Online workout, you accept the terms and conditions governing your participation in the Discovery Health Programme, and indemnify Discovery Vitality, its holding company, subsidiaries, any of its affiliated and/or constituent bodies, and directorates and/or any representative, employee, servant or agent of the 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.

- 4 By engaging in the Online workouts, you warrant that you have read, understood and agree to be bound by these terms and conditions, as well as the Vitality Main Rules or Ancillary rules as they may be amended, updated or revised from time to time. Any transgressions of the rules of the Planet Fitness and Virgin Active workouts and fitness classes and / or misuse of the Discovery Health Programme by you shall be subject to the conditions as set out in the Vitality Main Rules or the Main Rules governing the ancillary programmes, whichever is applicable to You.
- 5 Discovery Vitality encourages honest and accurate logging of your Online workouts and will conduct random audits to check the validity of the events that members log. It is your duty to ensure that your engagement in the Online Workouts is free from any fraudulent activity.
- 6 We process your personal information related to the Vitality online workouts and fitness classes 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 engage in the programme, you 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 be associated with Your engagement in Online workouts as well as Your internet connection, this remains the responsibility of the Member.
- 9 The following will apply to members engagement in the Vitality online workouts and fitness classes:
  - 9.1 The Vitality main rules apply at all times;
  - 9.2 The exercises and advice presented in the programme are in no way intended as a substitute for medical consultation. All activities done in conjunction with or as a result of this video 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 shared 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.

Disclaimer: To reduce the risk of injury, please consult a healthcare provider before beginning this or any exercise programme.

The exercises and advice presented in this video are in no way intended as a substitute for medical consultation. All activities done in conjunction with or as a result of this video 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.

Whilst the content in the workout videos is considered to be true and correct at the date of recording/print, changes in circumstances after the date of recording/print may impact upon the accuracy of such content. Changes to Vitality benefits will be periodically assessed and implemented. Discovery Vitality will notify members of these changes on the members' nominated medium of communication as and when these changes are to be implemented. Members are encouraged to monitor their emails regularly for such communication.

Discovery Vitality shall not in any way be liable for the accuracy of any information on the workout videos printed and/or stored by a member.

## **Need help or additional information?**

If you have any questions or need more information about the Vitality Active gym offer, visit the [Discovery Vitality Help page](#) or [send us a query](#).

If, for any reason, there is a conflict between rules in these terms and conditions and the Vitality Main Rules, the Vitality Main Rules for Vitality Active members will always apply.

### **Keep up to date with the latest news from Vitality:**

- [Download the Discovery app](#).
- Follow Discovery Vitality on [Facebook](#), [X](#) and [Instagram](#).
- [Chat to us on WhatsApp](#).

Specific limits, terms and conditions apply to each offer or product and may change. We will let you know when we make such changes.

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