

Virtual Vitality Run Series Kwa-Zulu Natal 2021

The purpose of these terms and conditions are to govern Vitality members and their engagement in the Virtual Vitality Run Series Kwa-Zulu Natal on Saturday and Sunday 01 and 02 May, Saturday and Sunday 15 and 16 May, and Saturday and Sunday 29 and 30 May 2021.

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. **"Personal Information"** has the meaning ascribed to it under the Protection of Personal Information Act 4 of 2013;
- 1.6. **"You, Your"** refers to the Main Member of the Vitality membership, unless indicated differently;
- 1.7. **"Event Timing"** refers to Kevin Bradfield t/a Event Timing, a sole entity duly registered and incorporated in accordance with the company laws of the Republic of South Africa;
- 1.8. **"Vitality Programme"** the programme that Discovery Vitality markets, operates and manages a programme for the benefit of Vitality Members, the rules and benefits of which may change from time to time
- 1.9. **"Vitality Member"** 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 for the Virtual Vitality Run Series Kwa-Zulu Natal will be as follows:
01 and 02 May, 15 and 16 May, and 29 and 30 May 2021.
- 2.2. Anyone within the country may participate in the Virtual Vitality Run Series Kwa-Zulu Natal. Vitality Members will earn 600 Vitality points for completing and tracking a run of at least 5km.
- 2.3. The terms of the Virtual Vitality Run Series Kwa-Zulu Natal do not apply to any dependants under the age of 18 (eighteen) years.
- 2.4. In order to qualify for 600 Vitality points, participants will have to either track their workouts on a qualifying fitness device, or the Strava mobile fitness tracking application if not in possession of a fitness device. The fitness device or Strava mobile fitness tracking application needs to be linked to the Discovery App.
- 2.5. By registering for the event, You accept the terms and conditions and You acknowledge and consent that Your data (name, surname, ID number or passport number and email address) will be shared with Discovery Vitality and authorised third parties for purposes of awarding points.
- 2.6. Over and above the entry cost, usage of mobile fitness tracking and Discovery applications may be subject to data charges as determined by your mobile service provider.
- 2.7. By participating in the Virtual Vitality Run Series Kwa-Zulu Natal, 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 engaging in this event 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 engagement in the Virtual Vitality Run Series Kwa-Zulu Natal events.
 - 2.10. Vitality Members acknowledge this is a Vitality event and Vitality Member's data will be used towards points allocation, and your data will flow via Event Timing towards this purpose. This is according to the [Vitality Main rules](#).
 - 2.11. Any Personal Information relating to the participants will be used in accordance with the Protection of Personal Information Act 4 of 2013 ("POPI").
3. Engagement
- 3.1. The following will be considered as a valid completion of the Virtual Vitality Run Series Kwa-Zulu Natal for purposes of being awarded 600 Vitality points:
 - 3.1.1. Completing a run on the above mentioned dates of a distance of at least 5km.
 - 3.1.2. Tracking the workout on either a qualifying fitness device or the Strava mobile fitness tracking application if not in a possession of a fitness device, which has been linked to the Discovery application. Vitality fitness 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. If members earn 300 points from their fitness device, they will not receive any further points from the event.
4. By engaging in the Virtual Vitality Run Series Kwa-Zulu Natal, 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 Virtual Vitality Run Series Kwa-Zulu Natal by You 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 Members log. It is your duty to ensure that your engagement in the Virtual Vitality Run Series Kwa-Zulu Natal is free from any fraudulent activity.
6. By selecting to participate in the Virtual Vitality Run Series Kwa-Zulu Natal, you accept the terms and conditions governing your participation in the Virtual Vitality Run Series Kwa-Zulu Natal 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 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.
7. By accepting these terms and condition when you activate and engage in workout, You consent to Discovery Vitality processing your Personal Information for the purposes of administering the Vitality 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 Virtual Vitality Run Series Kwa-Zulu Natal. Discovery Vitality shall not be liable for any data costs that may associated with your engagement in the Virtual Vitality Run Series Kwa-Zulu Natal as well as your internet connection, this remains the responsibility of the Member.
9. The following will apply to member's engagement in the Virtual Vitality Run Series Kwa-Zulu Natal:
- 8.1. The [Vitality main rules](#) apply at all times;
 - 8.2. All activities done in conjunction with or as a result of the Virtual Vitality Run Series Kwa-Zulu Natal 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 all communications including, without limitation, workouts, training programmes or information.
 - 8.3. 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.

- 8.4. 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.
- 8.5. 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 Vitality Virtual Run Series Kwa-Zulu Natal 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.
- 8.6. 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 Run Series Kwa-Zulu Natal. It is Your duty to familiarise yourself with the Applicable Laws and the permitted conduct
- 8.7. Please note that the Virtual Vitality Run Series Kwa-Zulu Natal is organized within the realm of the Applicable Laws in relation to the national social distancing regulations in the Republic of South Africa. At all material times, the ambit of the Applicable Laws will apply. We encourage all Vitality Members to keep socially distanced from other athletes. Discovery Vitality and/or Discovery shall not be liable to the Member 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 Challenge.