

Main Rules for Ancillary Discovery Vitality Programme(s)

Contents

| | |
|--|----|
| 1. The purpose of the Ancillary Vitality Programme(s) | 2 |
| 2. Parties and participants | 2 |
| 2.1. Parties | 2 |
| 2.2. Important Participants | 2 |
| 2.2.1. Main member, members and spouse, as defined in Section 10 | 2 |
| 2.2.2. Dependants of the main member: | 2 |
| 3. The Main Rules and Benefit Rules | 2 |
| 4. Conditions of participation in the Ancillary Vitality Programme(s) | 2 |
| 5. Fees | 8 |
| 6. Vitality Benefits | 9 |
| 6.2. When can members start using Benefits | 9 |
| 6.3. Transfer of rights to the Benefits | 9 |
| 6.4. Underutilisation rules | 9 |
| 7. Changes to the rules | 9 |
| 8. Ending your participation in the Ancillary Vitality Programme(s) or Benefits | 10 |
| 8.1. When participation or Benefits end | 10 |
| 8.2. If your participation ends | 10 |
| 8.3. To cancel participation | 10 |
| 9. Temporary suspension of benefits | 10 |
| 10. Definitions and interpretation | 11 |

Main Rules for Ancillary Vitality Programme(s)

- By activating and/or participating in the Ancillary Vitality Programme(s), you agree to be bound by these rules.
- We give you access to the Ancillary Vitality Programme(s) and the benefits that you qualify for and choose to use. In certain cases, you will be required to activate the benefits and pay the necessary fees.
- You can only use the rewards of the Ancillary Vitality Programme(s) for leisure, and not business purposes.
- Please refer to section 10 for all definitions that apply to this document.

1. The purpose of the Ancillary Vitality Programme(s)

The Ancillary Vitality Programme(s) aim to incentivise members to improve their quality of life and reduce their long-term medical costs. Vitality rewards members for looking after their health by giving them access to a range of benefits.

2. Parties and participants

2.1. Parties

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|-----------------------|--|
| Vitality, we, us, our | Refers to Discovery Vitality Proprietary Limited (registration number: 1999/007736/07), a wholly-owned subsidiary of Discovery Limited (registration number: 1999/007789/06). Discovery Vitality is an authorised financial services provider. |
| You, your | Refers to the Main Member who has activated and/or participates in any of the Ancillary Vitality Programme(s), unless indicated differently where it may also refer to a spouse or an adult dependant |

2.2. Important Participants

2.2.1. Main member, members and spouse, as defined in Section 10

2.2.2. Dependants of the main member:

- Child dependants aged 18 years or older, as defined in Section 10
- Adult dependants of the main member, as defined in Section 10

3. The Main Rules and Benefit Rules

3.1. Main Rules refers to the rules that are set out in this document

3.2. Benefit Rules refers to the business practices as well as the terms, conditions, and where applicable, limits that You agree to if You choose to use any of the Vitality Benefits

4. Conditions of participation in the Ancillary Vitality Programme(s):

4.1. You agree to the Main Rules

4.1.1. **By activating and/or participating in any of the Ancillary Vitality Programme(s), you accept that these rules and any changes that we may make to the rules from time to time, apply to you.**

4.1.2. **You will be provided with 30 (thirty) days prior notice of any changes and should You continue to utilise the Vitality Benefits at the end of the**

notice period “Effective Date”, You will be deemed to have accepted the changes.

4.2. You agree to the Benefit Rules

You have the choice to use the Vitality Benefits. If you choose to use them, you are bound by the Benefit Rules and the business practices of the Ancillary Vitality Programme(s) partners.

You can view Vitality's main rules, rules for each benefit, benefit guides and catalogues on the [product rules page](#).

If you have any questions or need more information about your Vitality rules or benefits, please visit the [Discovery Vitality Help page](#) or use our Ask Discovery chat box on [Whatsapp](#), the Discovery App, or [website](#).

Still haven't found what you're looking for?

Use Vitality 24/7 to chat to a live agent at any time of the day through Ask Discovery. Once in the chat function, type *chat to an agent* to get real-time assistance.

Alternatively, call 0860 99 88 77 from Monday to Friday between 07:00 and 18:00.

4.3. Vitality is not a substitute for medical advice

You should not use any Vitality benefit and guidelines given by Vitality to diagnose or treat a health problem or disease without consulting with a qualified healthcare provider. Please consult with Your physician or other qualified healthcare providers with any questions You may have about a medical condition or treatment before starting a new healthcare or exercise regimen.

4.4. Vitality is not responsible for loss or injury

4.4.1. Under no circumstances, including as a result of its negligent acts or omissions or those of its staff, servicers, agents, contractors, partners or other persons for whom in law it may be liable, will Vitality be liable for any loss, injury or damage of any nature which you, your beneficiaries or any third parties may sustain as a result of engagement in the Ancillary Vitality Programmes. By agreeing to these rules, you and any third parties indemnify Vitality and the Discovery Group accordingly.

4.4.2. Vitality cannot guarantee the availability, accessibility, accuracy, or proper functioning of the Vitality or Discovery Group application platform nor that it will function error-free. It is possible that submissions may not be successfully processed or executed because of errors or failures, whether caused by you, Vitality, Discovery Group or other factors related to our partners or third-party providers. Vitality is not responsible for any unauthorised human or technical

intervention nor is it liable or otherwise responsible for any transaction that is not properly processed, executed, saved or transmitted, regardless of the cause of the problem. No warranty is made that Vitality's or Discovery Group's software functionality or services will be uninterrupted or error-free. In the event of any conflict between the applicable software and the rules relating to any Benefit to which the software pertains, the rules governing such Benefit shall prevail.

4.5. Applicable Law

These Main Rules are to be interpreted in accordance with the applicable law of South Africa. If for any reason, any portion of these Main Rules is inconsistent with the applicable law, such portions will be severable from the body and shall not jeopardise the acceptability of the remainder of the document.

4.6. No legal relationship

You have no legal relationship with Vitality or the Ancillary Vitality Health Programme other than being bound by these rules and, when entitled to do so, receiving any Benefits you may be entitled to.

4.7. Permission to process and disclose information and to communicate with you

When you engage with us, you trust us with personal information about yourself, your family, and in some cases, your employees. We are committed to protecting your right to privacy.

The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your Personal Information, in line with the Protection of Personal Information Act (“POPIA”).

4.7.1. Definitions

- a. “We, us and our” refer to Discovery Vitality (Pty) Ltd.
- b. “You and your” refers to the member participating in the Ancillary Vitality Programme.
- c. “Your personal information” refers to personal information about you, your spouse, your dependents, your beneficiaries and your employees (as relevant). It includes information about health, financial status, gender, age, contact numbers and addresses. For purposes of this privacy statement, “personal information” has the meaning ascribed thereto in the Protection of Personal Information Act 4 of 2013.
- d. “Process information” means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.
- e. “Competent person” means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.

4.7.2. When you engage with us, you trust us with personal information about yourself, your family, and in some case, your employees. We are committed to protecting your right to privacy. The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your personal information, in line with the Protection of Personal Information Act (“POPIA”).

- 4.7.3. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to activate and service your participation in the Ancillary Vitality Programme(s). This means that if you do not accept, we cannot activate and service your participation in the Ancillary Vitality Programme(s).**
- 4.7.4. We will keep your personal information confidential. You may have given us this information yourself or we may have collected it from other third parties such as service providers, partners or public sources. We will only use the information collected if the law allows us to, or for a purpose set out in this privacy statement. We require our service providers and partners to process your personal information for specified purposes and in accordance with our instructions, in the event that you share your personal information with any other third parties, we will not be responsible for any loss suffered by you, your dependants, your beneficiaries, your spouse or your employees (if applicable).
- 4.7.5. You understand that when you include your spouse and/or dependents for participation in the Ancillary Vitality Programme(s) (if applicable), you undertake to obtain their consent prior to activation or participation for us to process their personal information for the activation of the membership/benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement.
- 4.7.6. If you are an employer, you agree to indemnify us against any loss or damage, direct or indirect, that an employee suffers because of the unauthorised use of your employees' personal information, when the processing activities falls under the control of you as an employer. As an employer you also agree to indemnify us in the event that you misrepresented that you have the legal authority to consent on behalf of a minor.
- 4.7.7. By giving us personal information of a person under 18 (i.e. a "child" under POPIA) you consent to us processing that child's personal information for purposes set out in these Rules and/or other purposes which are compatible with such purposes. You also warrant that you are a competent person in respect of that child
- 4.7.8. You agree that we may process Your Personal Information for the following purposes:
- a. The administration of the Ancillary Vitality Programme(s);

- b. The provision of any services that you or any participating dependant on the Ancillary Vitality Programme(s) may require;
 - c. The rendering of services by Vitality; and
 - d. The provision of relevant information to a contracted third party who require such information to render a service to you or any participating dependant on the Ancillary Vitality Programme(s) and only if such contracted third party agrees to keep the information confidential.
- 4.7.9. If a third party asks us for any of your personal information, we will share it with them only if:
- a. you have already given your consent for the disclosure of this information to that third party; or
 - b. we have a legal or contractual duty to give the information to that third party; or
 - c. we need to do so for risk and fraud prevention purposes.
- 4.7.10. You confirm that we may share your personal information and personal information about your spouse and/or dependants participating in the Ancillary Vitality Programme(s), within the Discovery Group of companies for:
- a. administration;
 - b. fraud prevention; and
 - c. where necessary, to provide group-wide services, benefits and infrastructure to help you in your personal or professional capacity.
- 4.7.11. You also confirm that we may share and combine all your personal information and personal information about your spouse and/or dependents for any one or more of the following purposes:
- a. market, statistical and academic research; and
 - b. to customise our benefits and services to meet your needs.
- 4.7.12. You agree that your personal information may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that the academics and researchers will keep your personal information confidential and all data will be made anonymous to the extent possible and where appropriate. No personal information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that we require.
- 4.7.13. If we publish the results of this research, you will not be identified by name. If we want to share your personal information for any other reason, we will do so only with your permission.

4.7.14. By accepting these main rules and participating in the Ancillary Vitality Programme(s), you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider's industry association or industry body. This includes information about your credit history, financial history, judgments, default history (in accordance with the requirements of the National Credit Act and Regulations) and sharing of information for purposes of risk analysis, tracing and any related purposes (if necessary).

4.7.15. We may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

4.7.16. We have the right to communicate with you electronically about any changes on the Ancillary Vitality Programme(s), including your contributions (if any) or changes and improvements to the benefits to which you are entitled.

4.7.17. We have a duty to keep you updated about any offers and new products that we make available from time to time. Any entity within the Discovery Group and contracted third-party service providers may communicate with you about these.

Please let us know if you do not wish to receive any direct telephone marketing from us.

4.7.18. You have the right to know what personal information we hold about you. If you wish to receive a copy, please complete a form called an 'Access Request Form' on www.discovery.co.za and specify the information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.

4.7.19. You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it.

4.7.20. We are required to collect and keep personal information in terms of the following laws:

- a. The Electronic Communications and Transactions Act (ECT)
- b. The Financial Intelligence Centre Act (FICA)

- c. The Financial Advisory and Intermediary Services Act (FAIS)
- d. The National Credit Act (NCA)
- e. The Consumer Protection Act (CPA)

4.7.21. You agree that we may transfer your personal information outside of South Africa:

- a. if you give us an email address that is hosted outside South Africa; or**
- b. to administer certain services, for example, cloud services.**

4.7.22. We will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of this Privacy Statement will continue to apply.

4.7.23. We may change this Privacy Statement at any time. The most updated version will always be available on www.discovery.co.za.

4.7.24. If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA.

The contact details are:
The Information Regulator (South Africa)
SALU Building
316 Thabo Sehume Street
Pretoria

Tel: 012 406 4818
Fax: 086 500 3351
Email: infoereg@justice.gov.za

5. Fees

5.1. Monthly fees you pay to Vitality

The Monthly Fee will be calculated on the basis of the number of Beneficiaries on your Vitality Health membership.

5.2. Extra charges for using Benefits

There may be extra charges for using certain partners or Benefits. These fees may be due to third parties or directly to Vitality and may include:

5.2.1. Activation Fees; and

5.2.2. Monthly fees

6. Vitality Benefits

6.1. Who can use Vitality Benefits

Selected Vitality benefits are available to members participating in the Ancillary Vitality Programme(s).

6.2. When can members start using Benefits

You can start using benefits from date you activate the benefits or start participating in the Ancillary Vitality Programme(s). This date is reflected on the welcome letter we send to members.

6.3. Transfer of rights to the Benefits

You may not transfer your participation rights to the Ancillary Vitality Programme(s) benefits to another person.

6.4. Underutilisation rules

On some Benefits you may be required to use a Partner's facility for a specified minimum number of times. Failing to meet these minimum utilisation rules could result in Vitality changing or ending your rights to the Benefits. See the Benefit Rules for more details.

6.5. Responsible use of Benefits

6.5.1. The Ancillary Vitality Programme(s) are designed to enhance your health and wellbeing and reward healthy habits. If we find that you acted dishonestly or fraudulently in your engagement with the Ancillary Vitality Programme, we may end your participation and benefits in accordance with clause 8.1.3.

6.5.2. Please report any fraudulent use or misuse of Vitality Benefits by contacting Discovery's fraud line. For every case that is investigated, those that report the case may receive a reward up to 10% of the money recovered as a token of Discovery's appreciation for taking an active role in combating crime.

6.5.3. If you want to contact Discovery's fraud line, your identity will remain anonymous. You can contact Discovery's fraud line by calling 0800 00 45 00 or emailing: discovery@tip-offs.com.

7. Changes to the rules

We may change these rules and the Benefit Rules from time to time. Generally, changes take effect from 1 January, although we occasionally implement changes to the rules during the calendar year. We will give you advance notice of any intended changes to

benefits and fees within a reasonable time. If we are terminating a benefit altogether we will provide you with reasonable notice.

The Vitality Executive Committee will approve any changes to these rules.

8. Ending your participation in the Ancillary Vitality Programme(s) or Benefits

8.1. When participation or Benefits end

8.1.1. If we terminate the Benefit

We will end your participation in the Ancillary Vitality Programme(s) if we elect to terminate the benefit.

8.1.2. If we do not receive payment (as applicable)

We will end your membership if you do not pay the relevant fees to Vitality or its partners.

8.1.3. If we believe there is inappropriate or fraudulent use

We will end any right or benefit you have in the Ancillary Vitality Programme(s) if we believe that You or Your Beneficiaries are abusing the Benefits or privileges of the programme have acted in a dishonest and fraudulent manner when engaging in the Ancillary Vitality Programme(s).

Dishonest and fraudulent behaviour includes but is not limited to the following conduct:

- a. Encourage, assist, or advise another Ancillary Vitality Programme member to commit fraud in their engagement with the Ancillary Vitality Programme or any of the benefits of Vitality.
- b. Impersonate another person, or falsely state or otherwise misrepresent your affiliation with a person or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud Vitality.

8.2. If your participation ends

If your participation in the Ancillary Vitality Programme is terminated for any reason:

- a. Your rights to Benefits of the Ancillary Vitality Programme will stop; and
- b. We will not refund any fees you paid for the Ancillary Vitality Programme benefits.

8.3. To cancel participation

You must give Vitality 30 calendar days' notice if you wish end your participation in the Ancillary Vitality Programme(s).

9. Temporary suspension of benefits

Where the Vitality Review Committee grants you a temporary suspension of a Vitality benefit, based on medical grounds, and no penalty is imposed, you cannot claim any rewards for any other fitness related activities for the duration of such suspension.

10. Definitions and interpretation

The following expressions have the following meanings:

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| Activation Fee | The amount a member participating in the Ancillary Vitality Programme(s) must pay to start using a benefit (if applicable). |
| Adult Dependants | <p>To be an adult dependant, the person must meet the following criteria:</p> <p>Criteria 1:</p> <ul style="list-style-type: none"> 1.1. Not be a Child dependant 1.2. Be at least 21 years old 1.3. Be wholly dependent on the Main Member for financial support 1.4. Be related to the Main member in one of the following ways: <ul style="list-style-type: none"> 1.4.1. by blood or marriage; 1.4.2. through a legal process of adoption or fostering. <p>Criteria 2:</p> <ul style="list-style-type: none"> 1.5. Be the divorced spouse of a Main Member <p>Criteria 3:</p> <ul style="list-style-type: none"> 3.1. Be the second spouse of a main member under a legally recognised customary union. |
| Beneficiary | Beneficiary Refers to the main member, spouse and any other dependant. |
| Benefit Rules | Refers to the benefits available to members through the Vitality Health programme and our partners. |
| Benefit Rules | Refers to the business practices that you agree to if you choose to use any benefit and which apply to members participating in the Ancillary Vitality Programme(s). |
| Child Dependand (18 years or older) | <p>To be a child dependant aged 18 years and older, the person must:</p> <ul style="list-style-type: none"> 1. Not be married; 2. Be a biological child, a stepchild, a legally adopted or fostered child of the main member; |

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| | <ol style="list-style-type: none"> 3. Be between 18 and 21 years old; 4. Be a full-time student and/or not self-supporting |
| Child Dependant (under 18 years) | <p>To be a child dependant under 18 years, the person must:</p> <ol style="list-style-type: none"> 1. Not be married; 2. Be a biological child, a stepchild, a legally adopted or fostered child of the main member; 3. Be under 18 years old; 4. Be a full-time student and/or not self-supporting (emancipated). |
| Competent Person | Any person who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian. |
| Child dependant years or older) | This refers to child dependants aged 18 years and older; child dependants below 18 years; and adult dependants. |
| Discovery Health | Discovery Health (Pty) Limited, (Registration Number 1997/13480/07) a company duly registered and incorporated according to the company laws of South Africa, administrator of medical schemes and an authorised financial services provider. |
| Discovery Life | Discovery Life Limited. Registration number 1966/003901/06, is a registered long-term insurer, and an authorised financial services and registered credit provider, NCR Reg No. NCRCP3555. |
| Discovery Vitality | Discovery Vitality (Pty) Ltd, (Registration number 1999/007736/07) a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa, being an authorised financial services provider and the administrator of the Discovery Vitality Health programme. "Vitality" has a corresponding meaning. |
| Main member | The person who participates in the Ancillary Vitality Programme(s) and is bound by these rules. |
| Main Rules / Main Rules for Ancillary Vitality Programmes | Refers to the rules that are set out in this document, which apply to participants of the Ancillary Vitality Programme. |
| Member | A member may be the main member or dependant, depending on the context. |

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| Partner | Any association or entity which Vitality has contracted with to provide benefits to members participating in the Ancillary Vitality Programme(s). |
| Personal Information | Refers to “personal information” as defined in the Protection of Personal Information Act 4 of 2013 |
| Process information | Refers to “processing” as defined in the Protection of Personal Information Act 4 of 2013 |
| Spouse | A spouse in these rules is the spouse of a main member to whom the main member is married or is in a union recognized in accordance with any law or custom. |
| Vitality Health programme | Refers to the Vitality Health programme administered by Discovery Vitality. |
| Vitality review | A process whereby a Vitality member applies to the Vitality Review Committee in order to temporarily suspend certain utilisation rules and penalties. |

We advise you to obtain your own tax advice about any benefit you may receive in terms of these rules. Discovery Group and/or Discovery Vitality will not be responsible for any tax consequences that may arise.

Last updated: 2021/02