

Vitality Track or Trail challenge – terms and conditions

The purpose of these terms and conditions is to govern Vitality members and their engagement in the Vitality Track or Trail challenge comprising a cycle and run virtually on 19 and 20 June 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 the 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 of 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. “**Racetec**” means Racetec Event Technology (Pty) Ltd, bearing the registration number 2013/052272/07, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa.
- 1.7. “**You, your**” refers to the main member of the Vitality membership, unless indicated differently.
- 1.8. “**Vitality Programme**” is the programme 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 member**” or “**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 of the Track or Trail challenge will be as follows:
 - a) Cycling – Saturday, 19 June 2021
 - b) Running – Sunday, 20 June 2021
- 2.2. The start and end times of the Track or Trail challenge will be as follows:
 - a) Virtually – You have until Sunday, 20 June before 23:59 to record your workout
- 2.3. Vitality members in any province can participate in the event.
- 2.4. Anyone over the age of 18 may participate in the Track or Trail challenge:
 - a) Running – Virtually: 5 km, 10 km or 15 km run
 - b) Cycling – Virtually: 25 km

Vitality members will earn 300 points for participating in the challenge by completing:

- **A running event virtually:** Complete a minimum distance of 5 km and record a walking or running workout on their fitness device or Strava App that is linked to the Discovery app. When selecting a walk workout, 5 km needs to be completed within 2 hours.
- **A virtual cycling event:** Vitality members need to complete a minimum distance of 25 km and record their cycle workout on a fitness device or Strava app that is linked to the Discovery app.
- **Please note:** Accumulative distance over a day won't be eligible for points. A workout needs to be started and ended within an acceptable time frame for the distance completed.

- 2.3.1. The terms of the Track or Trail challenge do not apply to any dependants under the age of 18 (eighteen) years.
- 2.4 You will need to be a member of either the Team Vitality Running or Team Vitality Cycling community on Strava to be eligible for prize draws.
- 2.5. You may access the RaceTec page to register for the Track or Trail challenge.
- 2.6. By registering for and participating in 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, including myrun and RaceTec, for the purpose of awarding points.
- 2.7. Participation is free of charge.

- 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. Vitality members acknowledge this is a Vitality event and Vitality members' data will be used towards points allocation, and your data from RaceTec will be shared with us for 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 Track or Trail challenge for the purpose of awarding points:

- **A running event, virtually:** Complete a minimum distance of 5 km and record a walking or running workout on a fitness device or Strava App that is linked to the Discovery app. When selecting a walking workout, 5 km needs to be completed within 2 hours.
- **A virtual cycling event:** Vitality members need to complete a minimum distance of 25 km and record their cycling workout on a fitness device or Strava app that is linked to the Discovery app.
- **Please note:** Accumulative distance over a day won't be eligible for points. A workout needs to be started and ended within an acceptable time frame for the distance completed.

3.1.2. Linking a qualifying fitness device, smartphone or application to the Discovery app so the ride can be verified.

Devices must be synced by 23:59 on the Tuesday after the event in order to qualify for Vitality points.

3.1.3. Discovery Vitality will look at mileage data to verify the ride. In order to be eligible to earn 300 Vitality points,

Vitality members have to either:

- a) Run – 5 km, 10 km or 15 km virtually
- b) Cycle – 25 km virtually

3.2. Members will be awarded 300 points when meeting the eligibility criteria in the Track or Trail challenge. Vitality points will be awarded for only 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 number of points per fitness day is 300 points. If members earn 300 points from their fitness device, they will not receive any further points for the event. Members can earn up to a maximum of 30 000 Vitality points a year (per member), based on the fitness points cap. Any points earned beyond this cap do not go towards the member's Vitality status but will go towards the member's goal achievement in Active Rewards.

3.3. Points awarded from participating in the Track or Trail challenge will reflect within 7 (seven) working days.

3.4. Vitality points will be awarded only for distance and not for steps, so participants need to ensure that they have linked a Vitality-approved fitness device or Strava, to earn points.

3.5 By selecting to participate in the Track or Trail challenge, you accept the terms and conditions governing your participation in the Track or Trail challenge 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 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 Track or Trail challenge, 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 Online workout programme and/or misuse of the programme by you shall be subject to the conditions 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 programme is free from any fraudulent activity

- 6 We process your Personal Information and Personal Information related to the Track or Trail challenge 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 a workout, 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 associated with your engagement in the programme as well as your internet connection, this remains the responsibility of the member.
- 9 The following will apply to the member's engagement in the Track or Trail challenge:
- 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 Track or Trail challenge 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 event, 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, email or other means does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship.
 - 9.4. All video footage and images taken on the event days sponsored by Discovery Vitality will be considered the property of Discovery Vitality.
 - 9.5. 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.
 - 9.6. 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 includes but is 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 programmes 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, or (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.
 - 9.7. 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 Track or Trail challenge. It is your duty to familiarise yourself with the Applicable Laws and the permitted conduct
 - 9.8. Please note that the Track or Trail challenge is organised 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 Vitality members to remain at their homes. 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 on the dates of the Track or Trail challenge.

