

Vitality 15-minute workout campaign terms and conditions

- 1. The promotor of the campaign is Discovery Vitality (Pty) Ltd ("Vitality")
- 2. The campaign will run from 1 July 2023 until 23h59 on 31 July 2023 ("Campaign Period").
- 3. The campaign is open to:
 - 3.1. Vitality Premium and Vitality Active members; and
 - 3.2. <u>Vitality Active Rewards for Teens</u> members.
- 4. To participate in the campaign and earn 100 Vitality fitness points, qualifying Vitality members need to:
 - a) Log a 15–29-minute heart rate workout;
 - b) At an average heart rate of 70%+ off your max heart rate;
 - c) On the fitness device linked to the Discovery app
- 5. Vitality fitness points earning rules will still apply during the Campaign Period.
 - 5.1. If one or more fitness activities are completed in one day, then the higher points of the completed fitness activities will be awarded.
 - 5.2. Rewards earned by qualifying Vitality members under the age of 18 (Active Rewards for Teens) will contribute towards their personalised weekly Vitality Active Rewards exercise goal and not towards their Vitality status.
- **6.** The 15 -29 minute workout category will only apply to heart rate workouts and excludes workouts logged through all Vitality linked online workout facilities.

General

- 7. Any Any transgressions of the rules of the campaign shall be subject to the conditions as set out in the <u>Vitality Main Rules</u> or the Main Rules governing ancillary programmes, whichever is applicable.
- 8. 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 campaign is free from any fraudulent activity.
- 9. Any offers, discounts and rewards applicable are limited to the confines of this campaign and are subject to participant's acceptance and compliance with these terms and conditions.
- 10. By participating in this campaign all participants agree to be bound by these terms and conditions, and <u>Vitality Main Rules</u>.
- 11. Discovery Vitality reserves the right to revise, alter or terminate the campaign with immediate effect. In such event, all participants hereby waive any rights which they may have against Vitality and acknowledge that they will have no recourse or claim of any nature against Vitality or any entity of the Discovery Group of Companies.
- 12. If required as a result of legislation or other legal reasons, Discovery Vitality reserves the right to terminate this campaign immediately. In the event of such termination, all participants agree to waive any rights that they may have in terms of this campaign and acknowledge that they will



have no recourse against Discovery Vitality or its agents. Discovery Vitality further reserves the right to terminate this campaign in the event that it is held to be, or becomes, unlawful. If we choose to alter or end the campaign, we will let the participants know beforehand or as soon as is reasonably possible.

- 13. Any personal data relating to the participants will be used in accordance with the Protection of Personal Information Act 04 of 2013 ("POPI") or comparable legislation or process of materially similar levels of protection in accordance with our <u>privacy statement</u>.
- 14. By participating in this campaign through engaging in and logging the prescribed workouts, you accept these terms and conditions, you further consent to Discovery Vitality processing your personal information for the purposes of administering the campaign. 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 campaign, 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.
- 15. Parents/legal guardians need to consult the device manufacturer on the qualifying age for a teen to register an account and use a fitness device. Vitality shall not be liable where members purchase fitness devices that are not age appropriate.
- 16. Data costs may apply as a result of engagement in the campaign. Discovery Vitality shall not be liable for any data costs that may associated with your engagement in the campaign as well as your internet connection, this remains the responsibility of the participants.
- 17. Discovery Vitality will not be held responsible for any misrepresentation caused due to an unintentional copy error, typing error or omission that may occur on any of our promotional material and communications.
- 18. If, for any reason, there is a conflict between rules in these terms and conditions and the information published on any promotional material, these terms and conditions will apply at all times.
- 19. Participants need to get their own tax advice about any benefit they may get in terms of this campaign. Discovery Vitality will not be responsible for any tax consequences.
- 20. Discovery Vitality does not take any responsibility and shall not be held liable for any loss, injury or damage of any nature caused as a result of the participants' use of the abovementioned campaign.
- 21. All activities done in conjunction with or as a result of the campaign 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.
- 22. You 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 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



- 23. You acknowledge that it is your responsibility to consult a healthcare provider before engaging in this campaign in respect of your past or present injury, illness, health problems or any conditions or medication that may affect your participation in the campaign at any point in time. You further warrant that the relevant medical checks have been completed and that there are no medical restrictions to your engagement in the campaign.
- 24. 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.

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June 2023