NATIONAL LOTTERY GAMES: GENERAL TERMS AND CONDITIONS

This general section applies to all National Lottery Games dealt with in this Retailer Manual.

1.0 Glossary

In addition to those terms and conditions defined in the particular Game Rules, the following words and terms, shall have the following meanings:

'Barcode'

An optical machine-readable representation of data relating to the object to which it is attached systematically representing data by varying the widths and spacing of parallel lines.

'Claimant'

A person who submits a claim for a Prize within the applicable Claim Period for a particular Game.

'Claim Period'

A period of 365 days from the date of the Draw of that Game or at the date of purchase of Receipt for an EAZiWIN Game (as the case may be for that particular Game) in which the Prize was won.

'Control Number'

Any technical sales information that is included on an Entry.

'Draw Procedures'

The draw procedures to which any Draw shall be subject to, as determined by ITHUBA from time to time.

'Internal Verification System' ('IVS')

The standalone independent verification system on which the weekly winners report is generated using all valid Entries for a specified Draw from the Central Computer System.

'Player's Helpline'

The National Lottery call centre that offers customer service to Participants. This service is available via a toll free number, being 0800ITHUBA (0800 484 822).

'Prize Claim Form'

The printed form issued by ITHUBA, which a Participant is required to complete to be eligible to claim certain Prize/s.

'Prize Claim Notice'

A notice of a Prize claim submitted in writing to ITHUBA.

'Retailer Helpline'

The National Lottery call centre that offers customer service to Retailers. This service is available via a shared call, being 0860 456 886.

'Serial Number'

The unique number assigned by ITHUBA's Central Computer System and printed on a Ticket/Receipt which, subject to the particular Game Rules, provides for the verification of the Ticket as a Valid Winning Ticket or otherwise. The serial number may be in the form of digits, a Barcode or any other form.

'Ticket'

A National Lottery Ticket, an EAZiWIN Playcard or valid Receipt evidencing an Entry into the relevant Draw or Game that a Participant obtains from either a Retailer through a Terminal or a Receipt obtained from purchasing via Alternate Sales Channel, subsequent to playing any of the National Lottery Game, as applicable. 'Receipt' shall be the same corresponding meaning to 'Ticket', depending on the Game played.

'Winning Numbers'

The numbers used to determine the winning Entries for a Draw.

2.0 Playing the National Lottery Games

A. How to play

No Participant or Retailer shall enter into any special agreement for an Entry in the Draw outside the method of Entry as determined by ITHUBA from time to time. Methods on how to play the National Lottery Games are stated in the particular Game Rules.

B. Cancellation of a National Lottery Ticket

i. Except as otherwise dealt with in the particular Game Rules, a Ticket may be cancelled if it:

1. has been issued in error; or
2. is illegible; or
3. is incomplete.

ii. A Ticket falling within the terms of paragraph (B)(i) above may only be cancelled if it is returned to any National Lottery Terminal within 2 hours of the time when it was purchased. In the event that the Terminal cannot read the Ticket, the Retailer may call the Retailer Helpline for further assistance. On cancellation of a Ticket the Participant will receive a refund and may purchase a new Ticket.

iii. Tickets purchased from mobi, SMS, USSD and Site shall not be cancellable.

C. Participant's responsibility for the National Lottery Ticket

i. It shall be the sole responsibility of the Participant to ensure that at the time of purchase, a valid Ticket is issued to him/her.

ii. Should a Participant elect to enter the particular Draw, such Participant must verify at the time of the issuance of such Ticket that the numbers selected by the Participant correspond with the numbers that appear on the Ticket. The Participant must also ensure that a legible Control Number (including, if any, a clear Barcode) appears on the Ticket. Neither ITHUBA nor any authorised Retailer will be responsible for any loss of whatever nature suffered or incurred by any person as a result of any such details and information as aforesaid not appearing on a Ticket or being incorrect or as a result of an illegible Control Number and/or Barcode not appearing on the Ticket.

iii. It shall be the sole responsibility of the Participant to verify at the time of purchase that the details and the price paid recorded on the Ticket are correct in terms of the Selection(s), number of Board(s), Draw date(s), and number of Draw(s) correspond with those marked on the Bet Slip or otherwise specified, and that a Serial Number and Barcode appear on the Ticket.

iv. The Participant shall be responsible for the safe custody of any National Lottery Ticket. Failure to produce a Valid Winning Ticket on claiming a Prize may result in ITHUBA's refusal to pay the Prize.

v. It is the Participant's responsibility to ensure that all the details as shown on the relevant electronic page (Internet or cellphone) are correct before confirming the purchase of any National Lottery Game Ticket. It is the Participant's responsibility to check and ensure that his/her Game Ticket has been entered into the selected Draw. A Participant should ensure the above, in particular in the event where the Participant fails to receive a confirmatory SMS. If no valid Ticket is received, then the Entry into that Draw is not valid.

D. Fraudulent / Suspected Fraudulent Tickets

Lost, stolen, damaged or torn Tickets

i. ITHUBA will assist a Participant who reports a Valid Winning Ticket to be lost, stolen, damaged or torn, provided that the Participant can provide sufficient information and/or evidence to validate their claim.

ii. In the event that the lost or stolen Ticket, of which the detail has been reported to ITHUBA, is recovered during the Claim Period, ITHUBA will investigate the claim in determining a bona fide ownership of the Ticket.

iii. At the sole and absolute discretion of ITHUBA, under no circumstance can lost, suspected stolen, damaged, forged or torn Ticket be paid out without approval from ITHUBA. Approval on such Ticket will require various details to be confirmed, including a full incident report and details relating to the Claimant / winner information and the Ticket.

E. Draws

Further to ITHUBA's Game Rules (as may be applicable for that particular Game):

i. ITHUBA will determine the time, frequency, date and method of the Draws for the National Lottery Games.

ii. Games that have Draws being conducted, the Winning Numbers will be deemed to be those drawn when a ball rests in the display section at the front of the drawing machine during the Draw.

iii. All Draws will be conducted in accordance with the particular Game Draw Rules and Procedures in the presence of an independent auditor.

iv. The Winning Numbers of the Draw shall be those drawn and as recorded in writing by an independent auditor. In the event of any discrepancy, the Winning Numbers shall be those drawn and contained on a video recording of the particular Draw and confirmed/verified by an independent auditor.

v. In the event of any Draw being declared invalid, in accordance with the Draw Procedures applicable to it, another Draw will be conducted to determine the Winning Numbers in accordance with such Draw Procedures.

vi. In the event that any Draw is interrupted due to equipment failure or for any other reason, the Draw will be completed in accordance with the applicable Draw Procedures for that Game.

vii. In the event that the Draw cannot take place on the date or at the time fixed, it shall take place as soon as reasonably practicable thereafter as per the particular Game Draw Procedures.

viii. Only ITHUBA's official results of the Draw will be taken into account in determining Prize payments.

ix. ITHUBA shall have no obligation to make any payment against an incorrectly announced number/s at a Draw. In any event, correct Winning Number/s shall be those as referred to in paragraph E (iv) above. In this regard, all errors and omissions are excepted by ITHUBA.

F. Dissemination of Winning Numbers Information

The results of each Draw will be made available at Retailer outlets and on the Site as soon as practicable after each Draw. Results will be issued by ITHUBA to the national media and may also be published in such other manner as ITHUBA may from time to time determine. In the event of any discrepancy in any media or form, the Winning Numbers shall be those drawn and contained on a video recording of the Draw as confirmed/verified by an independent auditor. ITHUBA shall have no obligation to make any payment against an incorrectly published Winning Number/s by any person or entity, in any media or form. In any event, correct Winning Number/s shall be those as referred to in paragraph E (iv) above. In this regard, all errors and omissions are excepted by ITHUBA.

G. Participant's Privacy Policy

ITHUBA may use the Participant's name and picture in public communications made by ITHUBA concerning and relating to winners of the National Lottery only with the Participant's prior written consent.

H. Prize Claim Period

i. For all the National Lottery Games, Prizes must be claimed within the ordinary hours of business of the relevant establishment authorized to pay Prizes, but in any event before the end of the Claim Period. Any such Prize not so claimed within the Claim Period will be forfeited. In any event, each Prize must be claimed within 365 days from the date of the Draw.

ii. For the EAZiWIN Game, Prizes must be claimed no later than 23h00 hours on the 365th day after the date of purchase of the particular Game. Any such Prize not claimed within this period will be forfeited.

iii. A prize of R50,000 or less may be claimed, entirely at the Claimant's risk, by posting the Winning Ticket together with a complete Claim Form (together with the submission of the required documents) to the National Lottery Office at the address shown on the Claim From. The Ticket shall contain the name and the address of the Claimant on the reverse side.

I. Purchase and Prize Restrictions

i. There shall be no general right for any person to purchase a Ticket. In particular, but without limitation, no Ticket may be purchased by or Prize paid to:

1. Any Minor whether acting on his/her own or on behalf of another person.
2. Board of Directors of ITHUBA.
3. Board of Directors of the National Lotteries Commission and members of their immediate families, as per the Lotteries Act No. 57 of 1997 (as amended).
4. Any person precluded as such by law.
5. Such other persons or category of persons as ITHUBA, NLC and the Minister may determine from time to time.

ii. If, notwithstanding I (i) above, a Prize is paid to a person in one of the groups set out in that Rule, such Prize shall be repayable by that person to ITHUBA immediately upon demand. ITHUBA or any Retailer, in its sole discretion, may refuse to sell Tickets to any person or persons without giving reasons. This may include circumstances in which, in its view, that person or persons are playing in a manner, which ITHUBA or the Retailer deems to be interfering with other Participant's reasonable access to that Game.

iii. The Participant is responsible for claiming the full value of the Prize to which he/she is entitled to within the Claim Period.

iv. The Participant's eligibility to win a Prize is subject to that particular Game's claim Ticket Validation Requirements being met, in force from time to time.

v. The holder of a Winning Selection may win in only one Prize category per Entry in connection with the Winning Numbers drawn in each Draw and shall be entitled only to the Prize for the highest Prize category won by those numbers in each Draw (regardless of the actual Prize value).

vi. Participants are only allowed to win once per Board completed.

vii. Save as provided for herein, the right of any person to a Prize shall not be assignable.

viii. Under no circumstances shall any Prize be payable by way of goods or services in lieu of cash or electronic transfer.

J. Use of Prize Claim Forms and Payment to Prize Winners in Person

i. All Prizes will be paid in accordance with ITHUBA's Prize Payout Procedures in force from time to time.

ii. A Prize Claim Form must be completed by a Claimant who has won a Prize of R50,000 or greater.

iii. Cash prizes of up to R50, are payable by all Retailers. All Retailers have the discretion to pay up to R2,000 in cash; alternatively Claimants can proceed to another Retailer.

iv. Prize claims between R2,001-R50,000 are only payable at an authorized Prize Payment Centre (addresses are available from any Retailer or via Players' Helpline) and Claimants must complete a Prize Claim Form (together with the submission of the required documents) and provide proof of identity.

v. Prizes over R50,000 can only be paid in person to the Claimant or a duly authorized representative at a National Lottery Office after completion of a Claim Form (together with the submission of the required documents) and an identity check being conducted.

vi. Participants holding a Valid Winning Ticket for a Prize exceeding R50,000 may also revert to a telephone number identified by ITHUBA or to a Retailer and shall be advised of the appropriate method to receive a Prize Claim Form.

vii. ITHUBA reserves the right, at its sole and absolute discretion, to require the completion of a Prize Claim Form in any other case.

viii. A Prize Claim Form must be completed in the name of one owner and must in all cases be accompanied by a Valid Winning Ticket.

ix. All Prize Claim Forms shall be completed and signed by the owner of the relevant Valid Winning Ticket or by his/her duly authorized representative.

x. ITHUBA may refuse to process any payment if the relevant Prize Claim Form is incomplete or defective in any way.

xi. If a Claimant is unable to complete a Prize Claim Form due to legal, physical, or other disability, a duly authorized representative of the Claimant shall complete and sign a Prize Claim Form on their behalf. The Prize Claim Form must state the name of the Claimant and the representative and describe the status of the signatory, if not the Claimant. ITHUBA reserves the right to request evidence of the capacity of a representative to claim on behalf of a Claimant.

xii. If the person signing the Claim Form is a personal representative of the estate of a deceased Participant, that person shall submit with the Claim Form and such documentation as ITHUBA shall, in its sole and absolute discretion, deem necessary and/or sufficient to properly establish such representative's entitlement to receive the relevant Prize.

xiii. In the event that a single Ticket contains multiple winning plays, each from separate Selections, the total Prize amount shall be paid in accordance with the Prize payment arrangement specified in paragraph I (vi) above.

xiv. Payment of the Prize to the person shown on the Prize Claim Form as the Claimant or his/her duly authorized representative shall fully and effectively discharge ITHUBA, its

officers, directors, employees, representatives, contractors and any person, firm authorized by ITHUBA to pay Draw Prizes, from any further liability for payment of that Prize.

xv. A person who signs a Prize Claim Form shall be deemed to have represented that they are lawfully entitled to the Prize and the information contained therein is accurate, true, correct and complete, and indemnifies ITHUBA against any costs, losses, damages and expenses which ITHUBA may suffer or incur with respect to the Entry or payment of the Prize as a result of any misrepresentation.

xvi. In the event of any inconsistency in the information submitted on the Prize Claim Form and/or shown on the Ticket, or for any other reason at its complete discretion, ITHUBA may investigate and withhold all winnings which may be due to the Claimant (or may make a payment into court, as the case may be) until such time as the Claimant satisfies ITHUBA that s/he is the proper person to whom the Prize should be paid.

K. Ticket Validation Requirements

i. An original/valid Ticket shall be the only valid proof for participation in the National Lottery Games and shall be the only valid instrument for claiming a Prize.

ii. Before a Prize may be paid on any National Lottery Ticket, it must first be validated according to ITHUBA's validation procedures. ITHUBA's decision as to whether or not the National Lottery Ticket is valid shall be final and binding.

iii. ITHUBA shall be entitled to declare a National Lottery Ticket invalid, and accordingly shall not authorise payment of any Prize, if:

1. The National Lottery Ticket in whole or in part or fails to pass ITHUBA's confidential Ticket Validation Requirements and/or security tests.
2. The Control Number of an apparent winning National Lottery Ticket does not appear on ITHUBA's official list of Control Numbers of the winning Ticket.
3. A Valid Winning Ticket with that Control Number has been paid previously.
4. The Ticket (or Playcard) does not appear on ITHUBA's list of the National Lottery Tickets issued for Entry to the particular Game, as kept on the Central Computer System.

5. The National Lottery Ticket is mutilated, altered, unreadable, incomplete or tampered with in any manner.
6. The National Lottery Ticket was not sold or issued in an authorised.
7. The Playcard number of an apparently winning Playcard does not appear on the Reveal Ticket.
8. The Play symbols and captions, Ticket validation number or any other unique feature of the Playcard does not correspond precisely with the artwork held on file by ITHUBA in respect of Playcards for the Game to which the Playcards and Reveal Ticket relates and/or the Playcard or Reveal Ticket is defective and/or misprinted, in whole or in part.

iv. In any of the above cases, the Participant will be required to file a Claim Form with ITHUBA.

v. A Claimant shall be entitled to claim only the highest tier of Prize for which the validated Ticket is eligible and not any lesser Prize category or any otherwise unclaimed Prize in the particular Draw or Prize Pool.

3.0 Liability

i. Neither ITHUBA nor any Retailer shall be responsible or liable to any person claiming an interest of whatever nature on a Ticket. ITHUBA shall not be liable to pay interest on any winnings in respect of any period during which security or other relevant checks or enquiries are in process regarding any Ticket presented for payment by a Claimant, or during any period in which a dispute relating to the validity of a Ticket or a claim has not been resolved.

ii. In the event that ITHUBA, in its absolute and sole discretion, believes that the bearer of a Ticket presented for payment or a person whose name, Identity number or address has been entered on the reverse side of the winning Ticket or who has completed a Claim Form is not the rightful owner thereof or lawfully entitled thereto, it shall be entitled to withhold payment of any Prize winnings for a period of up to 365 days after the relevant Draw or purchase date, pending the outcome of all appropriate checks and enquiries being conducted. ITHUBA's decision will be final and binding.

iii. ITHUBA shall not be liable to make payments of any Prize on a Ticket, which it knows or suspects has been resold or otherwise transferred by way of trade.

iv. In no event shall ITHUBA or Retailer be liable for indirect, special or consequential loss or damage.

v. This Retailer Manual is proprietary to ITHUBA in all material respects.

vi. The singular includes the plural, as the context may require.

4.0 Dispute Resolution

ITHUBA's decision as to whether or not a Ticket is a Valid Winning Ticket or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of Prizes shall be final and binding upon all Participants and any other person or persons having any interest in the matter or dispute.

5.0 Governing Law

All contents of this Retailer Manual shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa and the all parties to which the Rules applies hereby submit to the exclusive jurisdiction of the Courts of the Republic of South Africa.