



The IPS Health and Wellness Scratch Card Competition

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in these Competition Rules, including this introduction, bear the meanings ascribed to them:

- 1.1. **“Company”** means IPS Health and Wellness (Pty) Ltd, registration no. 2008/019443/07, a private company duly incorporated in terms of the law of South Africa;
- 1.2. **“Competition”** means the promotional competition to which these Competition Rules pertain as run by the Company during the Competition Period, being for the avoidance of doubt, a scratch and win competition;
- 1.3. **“Competition Period”** means the period starts on **17 April 2024**, at **00h01** and closes on **29 November 2024**, at **23h59**;
- 1.4. **“Competition Rules”** means these rules, as required by Section 36 of the CPA;
- 1.5. **“CPA”** means the Consumer Protection Act 68 of 2008;
- 1.6. **“Grand Prize”** means a paid travel voucher through Thompsons Holidays worth R75,000.00 (seventy-five-thousand rand) as contemplated in clause 7.2 below;
- 1.7. **“Instant Prizes”** means monthly instant prizes up to the value of **R250,000.00 (two hundred and fifty thousand rand)** per month which may be won during the Competition Period, and which include digital vouchers and/or goods from selected suppliers (subject to availability) as contemplated in clause 7.1 below;
- 1.8. **“Membership Number”** means the unique reference number assigned to a client by the Company;
- 1.9. **“Participant”** means any natural person who meets the eligibility criteria set out in terms of clause 5.1 below and enters the Competition;
- 1.10. **“POPIA”** means the Protection of Personal Information Act 4 of 2013;
- 1.11. **“Prizes”** collectively refers to Instant Prizes and the Grand Prize;
- 1.12. **“Winner”** means a Participant who is successful in the Competition and is notified as such by the Company in terms of clause 8.

2. INTRODUCTION

- 2.1. The Company is offering a Competition in terms of which the Participants can enter the Competition in order to win Prizes in terms of the Competition Rules set out herein.
- 2.2. Please read these Competition Rules carefully as, *inter alia*, they explain your rights and duties under this Competition. By taking part in the Competition, you are a Participant and shall be deemed to have agreed that these Competition Rules will apply. It is the



Participant's responsibility to read these Competition Rules, the Company and its partners will assume that the Participant has read these Competition Rules. If you do not agree with these Competition Rules, do not participate in this Competition.

- 2.3. These Competition Rules apply to eligible Company customers only and who meet entry requirements.
- 2.4. A copy of these Competition Rules can be found on the following website www.ipshealth.co.za throughout the Competition Period or can be obtained by phoning +27101406700.

3. THE CONSUMER PROTECTION ACT

- 3.1. The Competition Rules contain certain terms which:
 - 3.1.1. limit the risk or liability of the Company or any relevant third-party;
 - 3.1.2. create risk or liability for the Participant;
 - 3.1.3. compel the Participant to indemnify the Company or a relevant third-party; and/or
 - 3.1.4. serve as an acknowledgement by the Participant of certain facts.

4. THE COMPETITION PERIOD

- 4.1. The Competition will run for the duration of the Competition Period.
- 4.2. Any entries submitted and/or received after the closing date will not be considered and/or accepted.
- 4.3. This Competition, and any applicable amendment to this Competition, is reviewable at the Company's sole discretion. This Competition will be available for specified periods as determined by the Company. The Company reserves the right to change or cancel the Competition for any reason at any time in our sole discretion, including due to changes relating to legislation and/or other rules applicable to this Competition.

5. PARTICIPANTS / ELIGIBILITY

- 5.1. The Competition is only valid within South Africa. Participants must be within South Africa at the time of entering the Competition, for the verification process and at the time of the Prize being awarded should they be declared the Winner, failing which such person will be disqualified.
- 5.2. Subject to these Competition Rules, upon purchasing product/s from the Company through direct-marketing initiatives, specifically via transactions finalised through inbound or outbound telephonic communications managed by the Company's call centre during the Competition Period, a limited number of randomly selected customers will be provided with a scratch card with their order.
- 5.3. A Participant must:
 - 5.3.1. be 18 years or older;
 - 5.3.2. be a natural person and may not be a juristic person;
 - 5.3.3. be in possession of a valid South African ID book/card for identification purposes;
 - 5.3.4. must be lawfully residing in South Africa for the duration of the Competition in order to qualify;



- 5.3.5. have purchased product/s from the Company through direct-marketing initiatives, specifically via transactions finalised through inbound or outbound telephonic communications managed by the Company's call centre during the Competition Period;
 - 5.3.6. have received a scratch card from the Company with their purchase as per 5.3.5 above;
 - 5.3.7. have an active and up-to-date account with the Company and which account must be in good standing with the Company on the day of entry into the Competition (e.g. no outstanding balances owed to the Company); and
 - 5.3.8. not be excluded in the categories of people listed below who cannot take part. By entering this Competition, you warrant that you do not fall into any of the below mentioned excluded categories of people.
- 5.4. The Participant, by entering into the Competition, expressly irrevocably and unconditionally acknowledges and agrees that he/she has been given an appropriate opportunity to first read the Competition Rules before entering the Competition and that he/she understands and thereby agrees to and accepts these Competition Rules.
- 5.5. It is a material term of the Competition that all Participants to this Competition participate entirely at their own risk.
- 5.6. No director, member, partner, employee or agent of, or consultant to the Company, or any other person who directly or indirectly controls or is controlled by the Company or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with this Competition may participate in this Competition.

6. HOW TO ENTER

- 6.1. Subject to these Competition Rules, to enter this Competition, Participants must do the following:
- 6.1.1. have purchased product/s from the Company through direct-marketing initiatives, specifically via transactions finalised through inbound or outbound telephonic communications managed by the Company's call centre during the Competition Period;
 - 6.1.2. be in receipt of a duly issued scratch card by the Company;
 - 6.1.3. scratch the scratch card to reveal the unique QR code or code;
 - 6.1.4. should you wish to enter the Competition, you must either:
 - 6.1.4.1. send the unique code to the Company via WhatsApp message to the following number **0101404066**; and/or
 - 6.1.4.2. scan the unique QR code, either with your mobile phone's camera or using a QR code scanning mobile application, and follow the notification/pop-up link. The aforementioned notification/pop-up link will open your WhatsApp app where you will be required to enter the unique code which is displayed below the QR code (as per 6.1.4.1. above). Should your mobile phone be unable to scan the QR code you should follow the steps in 6.1.4.1. above.
- 6.2. Participants must keep their scratch cards as proof of entry (no scratch card, no prize). There are a limited number of scratch cards available during the Competition Period.



- 6.3. Only one entry per scratch card (delivered with a product hamper) will be permitted and/or allowed.
- 6.4. Please note that entry is through an electronic platform and although the Company will take all reasonable steps, the Company shall not be liable for any technical problems or any lost, delayed or incorrectly received entries.
- 6.5. In the event of any technical error, malfunction, or glitch in the automated electronic platform responsible for prize allocation, the Company reserves the right to void any prize/s won as a result of such error. The Company shall not be held liable for any such errors and retains full discretion in determining the appropriate course of action, including but not limited to the redistribution of prizes or the cancellation of the affected prizes. Participants acknowledge and agree that the Company's decision in such matters shall be final and binding.
- 6.6. Entries which are deemed fraudulent, unclear, illegible or submitted via an incorrect entry mechanism or contain errors may be declared invalid in the Company's discretion.

7. PRIZES

- 7.1. Instant Prizes up to the value of **R250,000.00 (two hundred and fifty thousand rand)** per month are up for grabs, and which Prizes include digital vouchers and/or goods from selected suppliers (subject to availability) and which will be awarded at the Company's sole discretion.
- 7.2. A Grand Prize comprising an **R75,000.00 (seventy-five-thousand rand)** voucher with Thompsons Holidays will also be up for grabs to 1 (one) lucky eligible Participant.
- 7.3. Participants understand and agree that they may win a Prize, but there is no guarantee that they will win a Prize.

8. WINNERS

- 8.1. Upon receipt of the unique code via WhatsApp, the Company will verify same to confirm the Participant's eligibility (*which may include external verification*) ("**Verified Participants**").
- 8.2. The Winners will be randomly selected from the Verified Participants and the process will be overseen by an independent auditor:
 - 8.2.1. Winners of the Instant Prizes will be notified instantly via the WhatsApp on the number used to send the winning unique code and Membership Number regarding their Instant Prize information (if any);
 - 8.2.2. the Grand Prize Winner will be drawn randomly from Verified Participants within **30 (thirty) days** of the Competition's closing date and notified both via the WhatsApp on the number used to send the winning unique code and Membership Number and telephonically by the Company. The Company (or their agent) will try to contact the Grand Prize Winner a maximum of **3 (three) times** during the first **5 (five) days** after the draw. If a Grand Prize Winner cannot be contacted and/or cannot successfully verify their details during this period, the Grand Prize will be deemed forfeited and another winner will be drawn.
- 8.3. Winners will not be entitled to choose their Prize. The Company reserves the right to substitute any Prize with another of equivalent value without prior notice. The details of the Prize will be entirely at the Company's discretion.



- 8.4. All taxes, fees, and other expenses related to the receipt and use of Prizes are the sole responsibility of the Winners.
- 8.5. Prizes are not transferable and may not be deferred and/or exchanged for cash, credit or otherwise.
- 8.6. If the Prize is a digital voucher, it will either be emailed to the Verified Participant's registered email address or sent via WhatsApp to the Verified Participant's WhatsApp number, and must be redeemed within, but not later than, **3 (three) months** after receiving it, after which period it shall expire.
 - 8.6.1. The digital voucher Winners will not be entitled to payment, credit or otherwise in the event that they do not receive or utilise their Prize to the fullest extent possible. Any item or value unused will be deemed waived by such Winners.
 - 8.6.2. It is a Participant's sole responsibility that all their contact details are correct and up to date at the time of entry of the Competition. The Company shall not be liable for the use of incorrect email address or non-receipt of digital vouchers.
- 8.7. If the Prize is a physical object, it will be couriered by the Company to the Verified Participant's registered physical address in South Africa (only) at no extra charge.
 - 8.7.1. It is a Participants sole responsibility that all their contact details are correct and up to date at the time of entry of the Competition. The Company shall not be liable for the use of incorrect addresses, non-delivery or non-receipt of Prizes.
- 8.8. Any Prize not taken up or redeemed for any reason within **3 (three) months** of notification will be forfeited.
- 8.9. By participating in the Competition, Participants hereby accepts that the Winner/s will be asked to take part in further publicity relating to the Competition, with the Winner/s permission, the Company may incorporate the Winner/s in publicity campaigns or allow their names and likenesses to be used for promotional purposes aligned with the Company's business, including but not limited to posting photos to the Company's website, Facebook and Instagram. Winners have the right to decline such invitations and the use of their name, likeness and image by the Company.
- 8.10. Where Participants/ Winners consent to take part in the Company's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Company.

9. PRIZE QUALIFICATION RULES

- 9.1. A Prize may not be handed over to a Winner when it is prohibited by law for the Winner to use the Prize. The Winner must prove their eligibility to use the Prize. Once the Winner has been notified and the Prize has been handed over, the Winner must sign an acknowledgement of receiving the Prize.
- 9.2. To the extent that it may be applicable, the Participant must inform their employer of his/her participation in the Competition, whose consent may be required to participate in same. The Company accepts no responsibility in this regard should a Participant have failed to obtain the necessary consent, resulting in their inability to redeem the Prize.
- 9.3. Any extras not included in the Prize as detailed above will be at the expense of the Winner.



- 9.4. For further information or enquiries please email client care at info@ipshealth.co.za or call us on +27101406700. Calls to this number will be charged by your cellular network service provider.

10. DISQUALIFICATION

- 10.1. The Company reserves the right to disqualify any Participant who violates these Competition Rules or acts in a manner that undermines the fairness, integrity or proper conduct of the Competition.
- 10.2. Any attempt to tamper with the entry process or manipulate the results will result in immediate disqualification.

11. PRIVACY AND DATA PROTECTION

- 11.1. By participating in the Competition, Participants:

- 11.1.1. consent to the processing of your personal information by the Company(s) and its service providers, insofar that it is necessary to give effect to the Competition, for example to view the entries, select and announce the winner publicly on any platform that the Company deems fit, use of their name during the course of the Competition Period to promote the Competition, and delivery of the prize. Winners will be given the opportunity to consent to further processing of their personal information;
- 11.1.2. to the extent that it may be applicable, waive their moral rights and grant the Company exclusive, unlimited, perpetual and free of charge copyright and usage (in any territory where the Company trades), in all media forms of all material, including but not limited to text, footage, images and recordings (“**Intellectual Property**”) created and/or published/posted that contains the participant’s voice, image, profile, likeness, and/or name. The Company will be entitled to use and edit the Intellectual Property in any manner and in its sole discretion, for an indefinite period of time and in any territory where it trades. The Participants will not at any time dispute or question the copyright and usage by the Company;
- 11.1.3. this Competition is in no way sponsored, endorsed or administered by, or associated with any social media channel and the Participants acknowledge that they are providing information to the Company and its agents only and not to any social media channel;
- 11.1.4. the Company is committed to protecting the privacy and confidentiality of Participants' personal information.

- 11.2. By participating in the Competition, Participants acknowledge and agree that:

- 11.2.1. they consent to the processing of their personal information by the Company in accordance with the Privacy Policy;
- 11.2.2. any personal information provided to the Company may be used for the purposes of administering the Competition and delivering Prizes;
- 11.2.3. the Company will retain Participants' personal information only for as long as necessary to fulfil the purposes outlined in the Privacy Policy or as required by law; and
- 11.2.4. the Company's handling of personal information will be in accordance with its Privacy Policy, which is available on the Company’s website or by clicking here.



- 11.3. Participants are encouraged to review the [Privacy Policy](#) to understand how their personal information is collected, used, and disclosed by the Company.
- 11.4. Participants may contact the Company at any time to access, correct or request the deletion of their personal information held by the Company.
- 11.5. The Company will not sell or disclose Participants' personal information to third-parties for marketing purposes without their explicit consent.

12. LIMITATION OF LIABILITY

- 12.1. The Company and its directors, members, partners, employees, agents, affiliates, consultants, suppliers, contractors, subsidiaries and sponsors assume no liability whatsoever for any direct or indirect loss or damage, including but not limited to physical harm or death, howsoever arising from or as a result entering the Competition or the client's redemption of any prize in terms of this Competition, or any amendments to prize details and/or amendments the Terms of the Competition.
- 12.2. By participating in the Competition, participants agree to release, discharge, and hold harmless the Company, its affiliates, subsidiaries, officers, directors, employees, and agents from any and all claims, losses, damages, rights, and actions of any kind arising from or in connection with the Competition or the receipt, possession, use, or misuse of any prize awarded. Furthermore, all entrants hereby expressly indemnify the Company in this regard and shall hold it harmless from all and any claims arising from or as a result of the aforementioned reasons.

13. GENERAL

- 13.1. Where any dates or times need to be calculated in terms of these Competition Rules, the international standard time: GMT plus 2 (two) hours will be used.
- 13.2. If you have any complaint about this Competition, please contact our Compliance Head, Jarrod Prinsloo at jarrod@ipshealth.co.za.
- 13.3. The Company reserves the right, in its sole and absolute discretion, to amend, suspend or terminate these Competition Rules at any time without prior notice.
- 13.4. The Company reserves the right to withhold the prize until it is entirely satisfied that the claimant of the prize is the bona fide winner and reserves the right to call for such proof as it may deem necessary.
- 13.5. These Competition Rules are governed by the CPA, consequently, no provision hereof is intended to contravene the applicable provisions of the CPA, and therefore all provisions of these Competition Rules must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with.
- 13.6. These Competition Rules shall be governed by and construed in accordance with the laws of the Republic of South Africa. In the event of any dispute, controversy, or claim arising out of or relating to these Competition Rules ("**Dispute**"), the parties agree to refer the Dispute to the Consumer Goods Council of South Africa ("**CGCSA**") for final determination. The parties hereby agree to submit to the jurisdiction of the CGCSA and to abide by its rules and procedures for dispute resolution. The determination made by the CGCSA in relation to any Dispute referred to it under this clause shall be final and binding on the parties, and no party shall have the right to appeal such determination in any court or tribunal. The parties further agree that the CGCSA shall have the exclusive authority to determine all matters relating to the Dispute, including but not limited to the



interpretation, application, and enforceability of these Competition Rules. The costs of the referral, including the fees of the CGCSA, shall be borne as determined by the CGCSA in its final decision.