

## Website and Mobile App Terms and Conditions

**Important to note:** Your use of the Website and Mobile App is subject to these Website and Mobile App terms and conditions, as amended from time to time. You must read these terms and conditions carefully before using this Website and Mobile App as your continued use of this Website and Mobile App will signify that you have accepted them.

Pay special attention to parts in bold as they bear consequences to you using our Website and Mobile App.

### Introduction

1. Thank you for visiting our Website and Mobile App. Whether you are a guest or a registered e-wallet user, these terms and conditions will apply to you. The use of our Website and Mobile App includes assessing, browsing, linking or downloading any information made available on our Website and Mobile App and using any of our services made available on our Website and Mobile App.
2. Ithuba Holdings (RF) (Proprietary) Limited (“**ITHUBA**”), being the third official National Lottery Operator in South Africa, brings you, the Participant, a range of various National Lottery games that can be purchased from our authorised Retailers, via [www.nationallottery.co.za](http://www.nationallottery.co.za) and other digital platforms, such as the internet and cellular technology, in accordance with these terms and conditions (the “**Terms and Conditions**”). Without limitation, these Terms and Conditions shall be read together with all applicable South African legislations, such as the Protection of Personal Information Act No. 4 of 2013, Electronic Communications and Transactions Act No. 25 of 2002, Financial Intelligence Center Act No. 38 of 2001 (“**FICA**”), Consumer Protection Act No. 68 of 2008, Lotteries Act No. 57 of 1997 (the “**Act**”), each National Lottery game rules and regulations (the “**Rules**”) and the General terms and conditions applicable to each National Lottery game, in force from time to time (collectively referred to as the “**T’s & C’s**”). The T’s & C’s constitute the entire agreement between you and ITHUBA with respect to the use of the Website and Mobile App, services and its content.
3. If these Terms and Conditions (or any document referred to therein) or the services provided and/or made available on the Website and Mobile App are regulated by or subject to the Consumer Protection Act, as may be amended from time to time, it is not intended that any provision of these Terms and Conditions contravene any provision of the Consumer Protection Act. Therefore, all provisions of these Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
4. For the purposes of obtaining information on the National Lottery and ITHUBA in terms of the Electronic Communications and Transactions Act No. 25 of 2002 and the Promotion of Access to Information Act No. 2 of 2000, please see our contact details on our Website, Mobile App and at [www.ithubalottery.co.za](http://www.ithubalottery.co.za).
5. The Rules and the general terms and conditions applicable to each National Lottery game are available on <https://www.nationallottery.co.za/> (the “**Website**” or “**Site**”) and Mobile App and it is important that you understand that when you participate in the National Lottery, you concordantly agree to abide by the T’s & C’s. Each e-wallet user needs to accept the T’s & C’s, failing which he/she may not register and/or use any of the services provided by ITHUBA.
6. To view the Act, please visit the live link <http://nationallottery.co.za/about/legislation/legislation>

7. You may not access the Website and Mobile App or use any of our services if you are younger than 18 years old and/or do not have legal capacity to conclude legally binding contracts.
8. The Website and Mobile App is not targeted at children under the age of 18. We will not knowingly collect information from persons in this age group. We encourage parents to talk to their children about the use of the Internet and information they disclose on the websites. Furthermore, we encourage parents to be the ones that use our Website (being of and above 18 years).
9. The T's & C's constitute the entire agreement between you and ITHUBA with respect to the use of the Website and Mobile App, services and its content. By accessing our Website and Mobile App or using our services, you are regarded as having read and agreed to these T's & C's.

### **Exclusion of Liability/Disclaimer**

10. ITHUBA shall endeavor to provide accurate and up to date information on the Website and Mobile App. However, it is important to note that neither ITHUBA, the National Lotteries Commission ("NLC") nor any of their employees, agents, contractors, directors, assigns and associates (collectively referred to as "**Representatives**") make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the Website and Mobile App, the information, content, materials and products that are included and available on the Website and Mobile App.
11. The information provided on the Website and Mobile App is provided "as is" and your use of and reliance on the information on the Website and Mobile App (including its online/e-wallet services) is entirely at your own risk.
12. ITHUBA, the NLC or their Representatives shall not be liable for any loss or damage of whatsoever nature and howsoever occurring, arising or resulting from the use of or inability to use the Website and Mobile App or the information contained herein, including but not limited to direct, indirect, incidental, punitive and consequential loss or damage. ITHUBA reserves its right, in its sole and absolute discretion, to add or correct any errors or omissions in any portion of the Website and Mobile App without any notice of any kind been given to you.
13. ITHUBA shall have no liability of whatsoever nature for any breach of these Terms and Conditions due to any cause beyond its reasonable control including but not limited to: an act of nature (including *inter alia* weather, lack of electric supply, flood and lightning), technical issues (including *inter alia* server operation interruption, telecommunication interruptions, breakdowns, power failures and other interruptions), fire, industrial action, act or omission of Government, or other competent authority, riot, war or act or omission of any third party.

14. To the fullest extent permissible pursuant to applicable law, ITHUBA disclaims any and all warranties, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement. ITHUBA does not warrant the accuracy, completeness or usefulness of any information contained on the Website and Mobile App. ITHUBA does not warrant that the functions contained in the materials available through the Website and Mobile App will be uninterrupted or error-free, that defects will be corrected, or that the materials, Website and Mobile App or the server that makes them available are free of viruses or other harmful components. Under no circumstances, including, but not limited to, negligence, shall ITHUBA be liable for any special or consequential damages that result from the use of, or the inability to use the Website and Mobile App or any transferred funds and playing the National Lottery games, even if ITHUBA or their Representatives have been advised of the possibility of such loss or damage. In any event and as may be ordered by a competent court, ITHUBA's total direct liability to you for any and all damages, losses, and causes of action (whether in contract, delict or otherwise) shall be limited to the amount that you have paid to play the particular National Lottery game or the amount that you have deposited into ITHUBA's bank account, if any, for the National Lottery games purchased on the Website and Mobile App.

### **National Lottery Game Rules**

15. In addition to the T's & C's, you must be at least 18 years of age to purchase any National Lottery game and to qualify for any prize resulting therefrom.
16. In order to participate in the National Lottery game, you may purchase such at any of our retail outlets, available alternate channels or you can register on <https://wallet.nationallottery.co.za/> or our Mobile App.

### **Online Play - Registration**

17. To register online, we require you to provide the following information:
- First Name;
  - Surname;
  - South African identity number; and
  - South African cellphone number.
18. You agree to provide true, accurate, current and complete information about yourself as prompted by the registration process. ITHUBA will therefore place reliance on the information that you have provided as true, accurate, current and correct. As a result, it is your responsibility to ensure that you maintain and promptly update your information, from time to time, to keep it true, accurate, current and complete, and to acquaint yourself and to comply with the relevant laws and Rules for playing the National Lottery games, in force from time to time. ITHUBA reserves the right to verify the eligibility of all entrants. Should you provide any information that is untrue, inaccurate, not current or incomplete, or ITHUBA suspects that such information is untrue, inaccurate, not current or incomplete, ITHUBA will in its sole discretion exercise its right to remove and discard any information gathered from you, and refuse you any and/or all current or future use of the Website and Mobile App (or any portion thereof). Any person supplying false or misleading information, including but not limited to, telephone number, identity number, fax, email, postal or street address, name, bank information or the like, will forfeit any prize/s won through the National Lottery without notification. All ITHUBA's rights are hereby strictly reserved.
19. Players are only permitted one account and are specifically prohibited from opening multiple accounts in the name of or on behalf of other persons.

20. Personal details required to be provided during the registration process will be kept confidential and shall not be disclosed to any third party, without your prior consent. By providing personal information, you agree that we may electronically store, process and use the information for purposes stated therein when you opt-in to receive any communication from us.
21. When you access the Website or Mobile App, certain usage details may be automatically collected and recorded by us from your system by using different types of tracking technology. We may use the information to monitor the aggregate website and Mobile App usage metrics such as the total number of visitors and pages accessed as well as track your entries, submissions and status in any promotions or other activities in connection with your usage of the Website and Mobile App. ITHUBA may, in its absolute and sole discretion, refuse or cancel your registration or refuse to permit any further participation in <https://wallet.nationallottery.co.za/> for any reason whatsoever.

### Online Play - E-wallet users

22. Once you have successfully registered your profile on the Website or Mobile App, your 'virtual wallet' will be created in which you will store your National Lottery game funds. You will be required to create a Personal Identification Number (PIN) in order to access your profile and the National Lottery wallet. You will be required to deposit your money into any of the bank account/s as per the details provided on our Website, our Mobile App or USSD.
23. It is important to note that the reference number for all deposits must be your registered South African cellphone number with no spaces e.g. 0820000000. In the event of a change in your registered cellphone number, please contact our call center on **0800 484 822** to update your details.
24. You are responsible for ensuring that we have your correct South African cellphone number and email address. ITHUBA will not be held responsible if an SMS or email is sent to the wrong number or address that you have supplied on your wallet.
25. The funds loaded will be credited to your virtual wallet thereafter. No National Lottery game entries will be purchased and/or processed unless there are sufficient funds in your virtual wallet.
26. ITHUBA will use a service provider for the processing of funds between the virtual wallet and the recipient bank account. You, as the e-wallet user, have an option to directly deposit funds into your e-wallet by making a direct deposit through your bank to your e-wallet account or make direct deposits using the services of our partner/s through our website. ITHUBA is not a registered financial service provider and shall not be responsible in any way or manner for any incorrect allocation of funds and the like that you may suffer as a result. You will only be permitted to play the National Lottery games once confirmation has been received from the relevant financial institution and/or the Payment Provider/s that funds have been successfully transferred to your virtual wallet. You will only be permitted to play any of the National Lottery games once we have sent confirmation of your payment to your registered South African cellphone number or your Mobile App messages folder.
27. Always ensure that you have sufficient funds in your virtual wallet to play any of the available National Lottery games. Should you not have sufficient funds, we reserve the right to deny you the right to participate in any of the National Lottery game/s.
28. A confirmation SMS sent to your South African cellphone number for each transaction/s completed will be charged at R0.20 (twenty cents) per transaction (or as may be amended from time to time). If transacting from the Mobile App a confirmation message will be sent to your messages folder for each transaction/s completed at no charge.
29. There may be other websites that are linked on our Website. Links used to access other

third party websites are subject to their own terms and conditions. When using our e-wallet service to purchase any of our National Lottery games, you agree that we may also electronically collect, store and use, without limitation, your name, surname, birth date, identity number, gender, country of residence, nationality, email address and mobile number. When using the services of a third party to make deposits into your e-wallet account, you agree to abide by the terms and conditions of that service provider as may be applicable. Any content, information and materials on any third party websites are provided “as is”. Your use of such third party websites is entirely at your own risk and we are not responsible to you for such use in any manner whatsoever. To the extent permissible in law, ITHUBA will not be responsible for any loss, expense, claim or damage, whether direct, indirect, consequential, and arising from your use of such third party websites or your reliance on any information provided on such third party websites.

### Online Play - General

30. By using the Website or Mobile App to participate in the National Lottery game/s, you understand, agree and confirm that your purchased entries into a particular Draw/s for specified amount/s and particular date/s constitutes a binding agreement in law with ITHUBA.
31. You may use our Website or Mobile App only for lawful purposes only.
32. Tickets purchased from mobi, USSD, Mobile App and the Website shall not be cancellable.
33. Should there be an error of any kind when using our Website or Mobile App, you are encouraged to contact our Call Centre (details on our Website, Mobile App). ITHUBA may refund an e-wallet account, should there be any error of a technical nature; provided however that there was no purchase of the ticket into our National Lottery games. ITHUBA, however, reserves the right to investigate any query or complaint made in this regard and whether or not to refund an e-wallet account.
34. To the extent that ITHUBA offers participation in competitions or promotions, the terms and conditions pertaining to those competitions and promotions will be available on the Website and Mobile App. Those terms and conditions shall be read together with the T’s & C’s. By entering or participating in the relevant competition or promotion, you agree to be bound by those relevant terms and conditions. Notwithstanding any specific terms and conditions, we specifically retain the right, at any time and without notice, to remove, alter or add to competitions or promotions on the Website without any liability to you.
35. When playing any National Lottery games, you do so with the acceptance and understanding that you are playing responsibly. Excessive play is prohibited and will be monitored. The maximum playing value per ticket for all National Lottery games available via the Website and Mobile App is R1,000 (one thousand rand) with the exception of:
  - LOTTO game with maximum playing value of R2, 000.00 (two thousand rand) per ticket;
  - PowerBall game with maximum playing value of R2, 000.00 (two thousand rand) per ticket;
  - SPORTSTAKE 8 with maximum playing value of R2, 000.00 (two thousand rand) per ticket;
  - SPORTSTAKE 13 with maximum playing value of R2, 000.00 (two thousand rand) per ticket; and

- DAILY LOTTO with a maximum playing value of R150.00 (one hundred and fifty rand) per ticket.
- For the RAFFLE game- please refer to the specific terms and conditions of the RAFFLE game.
- For the EAZIWIN game – please refer to the Rules pertaining to the game.

36. It is your sole responsibility to ensure that all the details shown on the relevant electronic page (internet or cellphone) are confirmed to be true and correct before proceeding to confirm your purchase of any National Lottery game.

### **Online Cash Out**

You have 2 options to redeem the funds from your virtual wallet:-

- Standard Bank ATM; or
- Transfer into a South African bank account.

37. **Standard Bank ATM:** You will be charged at the applicable transaction fee, currently of R7.00 (seven rands) or as may be amended from time to time for any 'cash out' requests conducted through any Standard Bank ATM:-

- The 'cash out' option via any Standard Bank ATM is available from Monday to Friday during the hours of 08h30 to 16h30 exclusively;
- Once you have received the pin/token number from Standard Bank pertaining to the request, it will only be valid for a period of 7 (seven) days;
- Cash out limits via an Standard Bank ATM are:-
  - Minimum amount of R50.00 (fifty rands) per transaction; and
  - Maximum amount of R4, 900.00 (four thousand and nine hundred rands) per day.
- Payment may take up to 2(two) working days from receipt of request.

38. **South African Bank Account:** You will be charged a transaction fee, currently of R4.74 (four rands and seventy four cents) for a normal bank transfer.

- The account holder of the bank account is to be the same person as the virtual wallet holder requesting the cash out.
- In terms of the provisions of FICA it will be necessary for you to furnish ITHUBA with a copy of your identity details (i.e. a valid identity document – RSA ID or Driver's License) and stamped proof of bank account details (not older than 3 months). Should you have failed to comply with the provisions of FICA then ITHUBA shall be prohibited from paying out any credit balance in your wallet.
- Bank transfer limits to a South African Bank account are:-
  - Minimum amount of R50.00 (fifty rands) per transaction; and
  - Maximum amount of R49,999.99 (forty nine thousand nine hundred and

ninety nine rands and 99 cents) per day.

- Payment may take up to 2 (two) working days from receipt of all required documentation.
  - Normal banking transfer periods will be applied to the transfer of funds by the applicable bank once the cash out has been processed, e.g. funds may reflect within 72 (seventy two) hours of transfer, depending on the bank's rules.
39. You are responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your password and the virtual wallet.
40. You acknowledge that if a third party (including any members of a syndicate on whose behalf you might act) becomes aware of your password, such person will have access to all of the services and features associated with the operation of your virtual wallet, including but not limited to, the choosing of National Lottery numbers, transfer of funds, pay-outs and payments into your virtual wallet.
41. ITHUBA will, under any circumstance, not be held liable for any loss, claim and/or damage you may suffer or incur, howsoever arising, including but not limited, from and/or as a result of the use (authorised or unauthorised) of your password and/or virtual wallet.
42. You indemnify ITHUBA, the NLC and their Representatives against any loss, expense, claim or damage of whatsoever nature and howsoever arising from the use of the Website, or arising from any delay or failure by ITHUBA to send an email or SMS to you. ITHUBA makes no representation or warranty, whether express or implied, as to the operation and functionality of the Website.

### **Purchasing Times**

On any draw day for LOTTO, LOTTO PLUS 1 and LOTTO PLUS 2, PowerBall and PowerBall PLUS, DAILY LOTTO the closing time is 20h30.

43. You can only buy LOTTO, LOTTO PLUS 1 and LOTTO PLUS 2 boards during the times prescribed below:
- On draw days (Wednesdays & Saturdays) – 06h00 to 20h30.
  - On Sundays between 06h00 and 17h30.
  - On other days (Monday, Tuesday, Thursday and Friday) between 06h00 and 22h30.
- LOTTO, LOTTO PLUS 1 and LOTTO PLUS 2 draw days are Wednesday and Saturday.
44. You can only buy PowerBall and PowerBall PLUS boards during the times prescribed below:
- On draw days (Tuesdays & Fridays) – 06h00 to 20h30.
  - On Sundays between 06h00 and 17h30.
  - On other days (Monday, Wednesday, Thursday and Saturday) between 06h00 and 22h30.
- PowerBall and PowerBall PLUS draw days are Tuesday and Friday.
45. SPORTSTAKE 13 fixture lists are offered twice a week as per the below:
- Midweek Fixture List opens Sundays, 06h00 until 30 minutes before the start of the first fixture on Wednesday.

- Midweek Fixture results are published on Friday mornings.
- Weekend Fixture List opens Thursday, 06h00 until 30 minutes before the start of the first fixture on Wednesday.
- Weekend Fixture results are published Monday mornings.
- SPORTSTAKE 13 fixture results are considered as the final score after 90 minutes of play or after extra time where applicable, however these excludes penalty shoot-out.

46. SPORTSTAKE 8 fixture lists are offered three times a week as per the below:

**Midweek List**

- Tuesday List - From Sunday, 06:00 am until 30 minutes before the start of the first fixture on the list.
- Tuesday's Fixture Lists results are published Wednesday mornings.
- Thursday/Friday List – From Wednesday, 06:00 am until 30 minutes before the start of the first fixture list.
- Thursday/ Friday List results are published Friday/Saturday mornings.

**Weekend List**

- Sunday List - From Friday/Saturday, 06:00 am until 30 minutes before the start of the first fixture on the list.
- Sunday's List results are published Monday mornings.
- SPORTSTAKE 8 results are considered as the final score at the end of each 45 minute half in a soccer match and it excludes extra time and penalty shoot-outs.

47. You may purchase DAILY LOTTO daily, except on Christmas Day, unless otherwise determined by ITHUBA during the times prescribed below:

- On a daily basis between 06h00 to 20h30. DAILY LOTTO draw days are held daily at 21h00.

48. For the RAFFLE game- please refer to the specific terms and conditions of the RAFFLE game.

49. For the EAZiWIN game – please refer to the Rules pertaining to the game.

**Intellectual Property**

50. You acknowledge and agree that the Website and any necessary software used in connection with the provision of the Website contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

51. You further acknowledge and agree that all trademarks, logos and content contained in advertisements or information presented to you through our Website whether protected or not by copyrights, trademarks, service marks, patents or other proprietary rights and laws shall not be used by you. Except as expressly authorized by ITHUBA or the NLC, you agree not to modify, use, rent, lease, loan, sell, distribute or create derivative works based on the Website, in whole or in part.

52. The National Lottery trademarks, logos and product names are the intellectual property and trademarks of the NLC (the "National Lottery Marks"). Without ITHUBA's or the NLC's prior written permission, you agree not to refer to, copy, distribute, display or use in any manner, the National Lottery Marks.



53. ITHUBA, the ITHUBA logos and slogans, and product and service names are the intellectual property and trademarks of ITHUBA (the "ITHUBA Marks"). Without ITHUBA's prior written permission, you agree not to refer to, copy, distribute, display or use in any manner, the ITHUBA Marks.
54. For the avoidance of doubt, the rest of the content of this Website which includes, but is not limited to, the text, graphics, icons, designs, colours, layout are the intellectual property of ITHUBA and its associates. All the intellectual property rights referred to herein are governed by the South African and international intellectual property laws.
55. In the case of any disputes regarding these Terms and Conditions, the decision of ITHUBA will be final and binding, and no further correspondence will be entered into.
56. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any content or enforce limitations on the use of the website or its content. All rights are herein reserved by ITHUBA.
57. Any reproduction modification, creation or derivative works from or redistribution of the Website and Mobile App its content is expressly prohibited. Copying or reproducing the Website or Mobile App or any of its content or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited.

### **Termination**

58. These Terms and Conditions apply to the use of the National Lottery Website, Mobile App (including the wallet) until your online access is terminated by you or ITHUBA.
59. You may terminate these Terms and Conditions at any time by ceasing to use the Website, Mobile App or the content contained therein and destroying all materials received or downloaded from the Website and Mobile App.
60. ITHUBA reserves the right to delete accounts (i.e. your profile and your virtual wallet) that are inactive for a continuous period of 6 (six) months (or such period as ITHUBA may determine) with immediate effect.
61. ITHUBA reserves the right to suspend or close your virtual wallet at any time on notice and the balance of such virtual wallet funds shall be remitted to you unless ITHUBA is required to do otherwise by law. ITHUBA reserves the right, at any time, and/or from time to time, to modify or discontinue, temporarily or permanently, [www.nationallottery.co.za](http://www.nationallottery.co.za) (or any part thereof) on notice to National Lottery players via our Website - [www.nationallottery.co.za](http://www.nationallottery.co.za).
62. Neither ITHUBA, the NLC nor any of their Representatives shall be held liable to you or to any third party for any modification, suspension or discontinuance of the Website and Mobile App.
63. Upon termination of your online play registration and/or the subsequent close of your account, you consent to our retention of the information we have already collected from you for record-keeping purposes only and in accordance with applicable law.
64. The termination of any contract created by these Terms and Conditions will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms and Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

## General

65. Prize winners at [www.nationallottery.co.za](http://www.nationallottery.co.za) agree that, if and to the extent that ITHUBA is legally obliged to provide a third party with details of any prize claimed by or on behalf of, or paid to the prize winner, ITHUBA shall be entitled to do so.
66. The following representations and warranties are material to ITHUBA and have been relied upon by ITHUBA to accept your registration and entry into the National Lottery game/s:
  - You have read and fully understand, and will continue to understand and comply with the T's & C's in which you purchase the National Lottery game through the Website;
  - You are at least 18 years of age;
  - You have the necessary legal capacity to purchase National Lottery game ticket and each purchase you make, when accepted, will be legally binding and enforceable against you; and
  - You will play responsibly and not excessively according to the set limitations.
67. You may opt to receive communication via email or SMS. The communication costs for all transactions are clearly stated clause 28 and these rates are subject to change from time to time at the sole discretion of ITHUBA. Payment for tickets must be completed before the purchase cut off time for the ticket to be valid and entered for the selected draw. You are responsible to ensure that the National Lottery game ticket purchases are completed on time for a draw.
68. It is your responsibility to check and ensure that your National Lottery game ticket has been entered into the selected draw should you fail to receive a confirmatory sms or message. If no valid ticket is received then the entry into that draw is not valid.
69. All fees incurred for the transfer of winnings, including but not limited to bank fees for opening a new bank account or a cash deposit fee, are for your account. Likewise bank charges applied by your bank pertaining to any purchase made via your virtual wallet will be for your account.
70. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website and Mobile App or any service provided therein.
71. The instructions on how to register and use the Website and Mobile App service forms part of these Terms and Conditions.
72. The failure of ITHUBA to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of any such right or provision to do so at any time and in any appropriate forum.
73. Save as otherwise provided, no provision of these Terms and Conditions constitutes a stipulation for the benefit of a third person, which if accepted by the person, would bind any party in favour of that person.
74. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
75. Whilst we take all reasonable steps and precautions to ensure the accuracy of all the content we make available on our Website and Mobile App, the content provided is intended for general information purposes only. As such, the provisions as contained within the Website and Mobile App are provided "as is" and without warranties of any kind whatsoever either expressed or implied. ITHUBA does not warrant or make any representations regarding the use or the results of the use of the content or other provisions in the Website and Mobile App in terms of their correctness, accuracy,

reliability, or otherwise. Draw details as televised shall take precedence over those contained on the Website and Mobile App. It is the Participant's responsibility to ensure that they capture draw details as televised.

76. As far as the law allows, you agree to defend, indemnify us and hold us and our officers, directors, affiliates, service providers, officers, agents, suppliers and employees harmless from and against any and all claims, damages, obligations, losses liabilities, costs or debt and expenses (including but not limited to attorney's fees) arising from:
  - Your use of and access to the Website and Mobile App;
  - Your breach of any terms of the T's & C's;
  - Any violation of any third party right, including without limitation any copyright, trademark, trade secret or other property or privacy right;
  - Any claim that your content caused damage to a third party.
77. This defense and indemnification obligations will survive termination, modification or expiration of these terms and conditions and your use of the Website and Mobile App.
78. If any provision of these Terms and Conditions is found by a South African Court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect.
79. ITHUBA reserves the right to alter or amend these Terms and Conditions at any time. Any revisions made will be effective from the time of posting the revised document on the Website. In such an event, you agree to abide by the revised Terms and Conditions and understand that you will not have any claim against ITHUBA, the NLC or their Representatives in respect of any change so effected. It is therefore your responsibility to ensure that you review these Terms and Conditions in case of any update or amendments made thereto.
80. All amounts specified herein are in South African Rand (ZAR) and any payments made to winners will also be in ZAR.
81. These Terms and Conditions and the relationship between us shall be governed and construed in accordance with the South African law.
82. Please contact us should there be any violations of these Terms and Conditions.