

AFRICAN BANK LOTTO AND POWERBALL TERMS AND CONDITIONS

1 General

- 1.1 These terms and conditions ("**Terms**") govern your purchase of Lotto and Powerball tickets via African Bank's Distribution Channels.
- 1.2 Your use of African Bank's Distribution Channels and purchase of Tickets (defined below) is subject to your acceptance, without modification, of the terms, conditions, and notices contained in these Terms and African Bank's privacy policy located at [<https://www.africanbank.co.za/en/home/privacy-policy/>] (which explains how we process your personal information ("**Privacy Policy**"), which forms part of these Terms.
- 1.3 By using African Bank's Distribution Channels to purchase Tickets, you agree to these Terms and the conditions, restrictions and notices contained or referenced in these Terms.
- 1.4 Purchase of Tickets using African Bank's Distribution Channels are subject to certain qualifications as are described in these Terms including that only eligible My World Transaction Account holders are able to purchase these Tickets.
- 1.5 The National Lotteries Games and Tickets are subject to Ithuba's terms and conditions and game rules of play applicable which are located on Ithuba's website at www.nationallottery.co.za.
- 1.6 **It is therefore important that you familiarise yourself with these Terms before you purchase any Tickets via African Bank's Distribution Channels.**

IMPORTANT PROVISIONS IN THESE TERMS

- 1.7 **These Terms contain provisions which limit African Bank's exposure to legal liability and make you responsible. Some of these provisions have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms and are highlighted for your attention under these Terms.**
- 1.8 **Nothing in these Terms is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of the Consumer Protection Act, 2008, to the extent that such legislation is applicable.**

2 Definitions

- 2.1 These Terms may contain a number of terms and phrases which have a specific meaning in this document. In these Terms, headings are for convenience and shall not be used in its interpretation.
- 2.2 Unless we indicate to the contrary in these Terms, any references to any gender includes the other genders, a natural person includes an artificial person and *vice versa*, the singular includes the plural and *vice versa*.
- 2.3 The following expressions shall bear the meanings assigned to them below and related expressions shall bear similar meanings –
 - 2.3.1 "**African Bank**" / "**we**" means African Bank Limited, registration number 2014/176899/06, a public company duly incorporated with limited liability in accordance with the laws of the Republic of South Africa;
 - 2.3.2 "**African Bank's Distribution Channels**" means African Bank's cellphone banking/supplementary service data ("USSD"), mobile applications and/or African Bank banking app, African Banks internet banking or any other device or application;
 - 2.3.3 "**Ithuba**" means Ithuba Holding (RF) Proprietary Limited, registration number 2007/007624/07 a private company duly incorporated in the Republic of South Africa operating under the Ithuba license as part of the National Lotteries;

- 2.3.4 **"My World Transaction Account"** means your primary My World banking account with African Bank;
- 2.3.5 **"National Lottery"** means the lottery contemplated in Part I of the Lotteries Act No. 57 of 1997 (as amended) and includes all the lotteries conducted under the licence for the National Lottery, taken as a whole;
- 2.3.6 **"National Lotteries Games"** means one or more of Ithuba's games, namely, Lotto, Lotto Plus 1, Lotto Plus 2, Powerball and Powerball Plus, as detailed in Ithuba's game rules under Ithuba's website located at www.nationallottery.co.za, and as offered by Ithuba under the Ithuba license as part of the National Lotteries;
- 2.3.7 **"Participant" / "you" / "your"** means any qualifying person who is a client of African Bank, holds a My World Transaction Account with African Bank, and purchases any Ticket through African Bank's Distribution Channels;
- 2.3.8 **"Personal Information"** means information relating to an identifiable natural or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin age, physical or mental health, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature of further correspondence that would reveal contents of the original correspondence;
- 2.3.9 **"Process"** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including its collection, receipt, recording, organization, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure, or destruction, retrieval, alteration, consultation, testing, or use, dissemination or distribution by any means and **"Processing"** and **"Processed"** shall have the corresponding meaning;
- 2.3.10 **"Ticket"** means any Ithuba ticket purchased through African Bank's Distribution Channels for purposes of participation in one or more of the National Lotteries Games; and
- 2.3.11 **"Winning Ticket"** means a winning ticket (as defined in the relevant Ithuba games rules under Ithuba's website located at www.nationallottery.co.za, which rules apply to the Participant) which has been determined and validated by Ithuba to have won such game in any draw.

3 **Acknowledgements and qualifications to purchase a Ticket**

- 3.1 The Participants acknowledges that –
- 3.1.1 the issuance of any Ticket is the duty of Ithuba, which is facilitated by African Bank, for the Participants' convenience, via African Bank's Distribution Channels. For the clarity, African Bank, through African Bank's Distribution Channels, merely offers information and a system for the Participants to participate in the National Lotteries Games offered as offered by Ithuba;
- 3.1.2 Participants purchase and pay for Tickets via African Bank's Distribution Channels, but the actual contract for the purchase and issuance of Tickets is directly between the Participants and Ithuba; and
- 3.1.3 it is a condition of purchasing Tickets and playing the National Lottery Games via African Bank's Distribution Channels that (i) Tickets are purchased by using the Participants My World Transaction Account and that no other means of payment, including credit card payments will be accepted and (ii) all winnings are paid directly into the Participant's My World Transaction Account.
- 3.2 In order to qualify to purchase a Ticket, a Participant –

- 3.2.1 must be 18 years of age and above;
- 3.2.2 must be a holder of an active My World Transaction Account;
- 3.2.3 must not be a board of director(s) of Ithuba, National Lotteries Commission and/or a member of their immediate families as per the Lotteries Act No. 57 of 1997 (as amended); and
- 3.2.4 must not be any other disqualified persons or category of persons as may be determined by Ithuba, the National Lotteries Commission and the Minister (as defined in the Lotteries Act No. 57 of 1997 (as amended)) from time to time.

4 Purchase of a Ticket

- 4.1 By purchasing a Ticket using African Bank's Distribution Channels, the Participant –
 - 4.1.1 consents to be bound by the game rules of play and participation located on the Ithuba: National Lottery website **www.nationallottery.co.za**;
 - 4.1.2 confirms that they 18 years or older at the time of purchasing the Ticket;
 - 4.1.3 consents to the Processing of their Personal Information by African Bank for purposes of facilitating their participation in the National Lotteries Games including, specifically, in the event of a validated Winning Ticket and facilitation of payment of winnings. This consent specifically includes African Bank's sharing of the Participant's Personal Information with Ithuba including (without limitation) for Ithuba's processing of winnings associated with the Winning Ticket (Please take note that Ithuba's Processing of your Personal Information is in turn subject to Ithuba's privacy notice set out at **https://content.nationallottery.co.za/images/docs/Ithuba_POPI_Privacy_Notice.pdf**);
 - 4.1.4 acknowledges and accepts that Tickets purchased via African Bank's Distribution Channels cannot be cancelled, reversed and/or refunded;
 - 4.1.5 acknowledges and accepts that only Ithuba's official results of the draw will be taken into account in determining winning and prize payments;
 - 4.1.6 acknowledges and accepts that if a Winning Ticket holder's My World Transaction Account is in arrears, any prize money winnings payable into the account of such Participant shall first be applied to the arrears and the Participant shall be entitled only to the amount which remains once the arrears have been settled;
 - 4.1.7 acknowledges and accepts that Ticket purchases from any My World Account shall not exceed R5,000. 00 (five thousand Rand) per day and/or to a maximum of R150,000. 00 (one hundred and fifty thousand Rand) per month;
 - 4.1.8 acknowledges and accepts that no Ticket purchase shall be permitted during the hours of 20:30pm to 06:00am on any applicable draw date;
 - 4.1.9 ***acknowledges and accepts that Ithuba may cancel or postpone any draw at any time at its sole discretion and that African Bank shall not be liable for such cancellation or postponement;***
 - 4.1.10 ***acknowledges and accepts that it is the sole responsibility of the Participant to ensure that all information inserted by the Participant on African Bank's Distribution Channels, including personal details and selected draw numbers are correct before confirming the purchase of any Ticket. Should a Participant fail to receive a confirmatory SMS of a purchase, that entry into the draw is not valid;*** and
 - 4.1.11 acknowledges and accepts that if the Participant is the holder of a Winning Ticket, compliance with the Financial Intelligence Centre Act (FICA) and Customer Due

Diligence (CDD) Standard applies and African Bank attend to the payment of the prize money to the Participant, only after the Participant has fulfilled the FICA regulatory and CDD Standard requirement.

5 Draw Days

- 5.1 Lotto, Lotto Plus 1 and Lotto Plus 2 shall be configured to have 2 (two) draws per week, held on Wednesdays and Saturdays as follows –

Days	Times
Sunday	06:00am – 17:55pm
Monday	06:00am – 22:55pm
Tuesday	06:00am – 22:55pm
Wednesday	06:00am – 20:25pm
Thursday	06:00am – 22:55pm
Friday	06:00am – 22:55pm
Saturday	06:00am – 20:25pm

- 5.2 PowerBall and PowerBall Plus shall be configured to have 2 (two) draws per week, held on Tuesdays and Fridays as follows –

Days	Times
Sunday	06:00am – 17:55pm
Monday	06:00am – 22:55pm
Tuesday	06:00am – 20:25pm
Wednesday	06:00am – 22:55pm
Thursday	06:00am – 22:55pm
Friday	06:00am – 20:25pm
Saturday	06:00am – 22:55pm

6 Payment of Winnings

- 6.1 A Winning Ticket is determined in whole or in part by reference to numbers or other symbols selected or automatically generated by Ithuba. In the event of –

6.1.1 any Participant holding a validated Winning Ticket in the amount of R50 000 or less, African Bank, upon instruction from Ithuba, will electronically deposit the prize money into the Participant's My World Transaction Account which the Winning Ticket was purchased from;

6.1.2 any Participant holding a validated Winning Ticket in the amount of R50 001 or more, African Bank shall take all reasonable steps to notify the Participant within a period of 365 days from date of draw and advise such Participant that he/she is required to claim their prize money directly from Ithuba. This Participant must contact the National Lottery office on the players helpline at 0800 484 822 (during the hours of 06:00 – 23:00, Monday to Saturdays and between 06:00 – 21:00 on Sundays). Notwithstanding the fact that a Participant is required to claim winnings of R50 001 or more directly from Ithuba, it remains a condition of participating in the National Lottery Games via African Bank's Distribution Channels that payment of any winnings shall be made directly into the Participant's My World Transaction Account. Any winnings (of R50 001 or more) successfully claimed by the Participant directly from Ithuba will be payable into the Participant's My World Transaction Account used to purchase the Winning Ticket and it is only once the funds reflect in the Participant's My World Transaction Account that the Participant may access his/her winnings via their My World Transaction Account.

7 Limitation of Liability

You hereby indemnify African Bank and African Bank's associates from any losses due to or arising out of your use of African Bank's Distribution Channels to purchase Tickets, participate in the National Lottery Games or for your breach of these Terms.

8 Disclaimer

African Bank shall not be held liable in any way whatsoever for any errors on the part of Ithuba and/or its agents, representatives or employees, whether in terms of Ithuba's notification of Winning Tickets, any advertising, draw and/or any other representation made by Ithuba and/or its agents, representatives, employees and/or the National Lotteries nor shall African Bank be held liable for any purchase made by a Participant of a Ticket resulting in indirect, special or consequential loss or damage. All purchases made from a My World Transaction Account is accepted by African Bank to have been made by a qualifying Participant.

9 Changes to these Terms

African Bank may make changes or updates to these Terms from time to time. African Bank may do this by posting the updated Terms on its website (or other similar platforms), or by sending the Participant an email, text message (SMS) or post. In the event that the Participant proceeds to use African Bank's Distribution Channels for purposes of purchasing a Ticket after such notification has been posted the relevant platform or where the Participant has been notified via email, SMS or post, the Participant agrees that he/she shall be deemed to have accepted the amended Terms.

10 Law and Jurisdiction

The laws of the Republic of South Africa govern these Terms and your use of Tickets via African Bank's Distribution Channels. You further consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division (Johannesburg) in respect of disputes which may arise.

11 Contact Details

African Bank

MyWORLD customers

Tel: 0861 123 456

Email : **CExperience@africanbank.co.za**

Operating hours:

Monday to Friday: 8:00 to 19:00

Saturday and Sundays: 8:00 to 18:00

National Lotteries

Player Helpline:0800 484 822 (toll free - calls from landline only)

Retailer Helpline:0860 456 886

Call Centre: Monday - Saturday: 06:00 - 23:00 | Sundays 06:00 - 21:00

12 Disclosures

- 12.1.1 Full name and legal status: African Bank Limited, registration number 2014/176899/06, a public company duly incorporated with limited liability in accordance with the laws of the Republic of South Africa.
- 12.1.2 Street address: **59 16th Road, Midrand, South Africa**
- 12.1.3 Postal address: **Private Bag X170, Midrand, 1685**
- 12.1.4 Main business: Banking
- 12.1.5 Website address: **www.Africanbank.co.za**
- 12.1.6 Official email address: **CExperience@africanbank.co.za**