



Strava #MapmyV Competition Terms and Conditions

The purpose of these terms and conditions are to govern Vitality and Team Vitality members and their engagement in the #MapmyV challenge comprising of a run or cycle on from Thursday 9 December to Sunday 13 December 2020.

1. The promoters of the competition are Discovery Vitality (Pty) Ltd (“Discovery Vitality”) and Strava Inc.
2. The competition will run from 9 December 00:01 until 13 December 23:59. The closing date of the competition is 13 December 2020 at 23:59 and is open to all Vitality and Team Vitality members.
3. Any activities/entries made before or after these dates will not be considered.
4. All Vitality members may participate in the Strava #MapmyV challenge. The terms of Strava #MapmyV competition do not apply to any dependants under the age of 18 (eighteen) years.
5. The following will be considered as a valid completion of the Strava #MapmyV fitness challenge for purposes of competition entry:
 - 5.1 Downloading the Strava application and joining the Team Vitality Running and/or Team Vitality Cycling communities on the application.
 - 5.2 Running or cycling the V shape and taking a screenshot of the completed workout on the Strava application.
 - 5.3 Sending the screenshot of the mapped V as well as a photograph of Yourself to TVcompetition@discovery.co.za.
6. Only 1 (one) entry will be allowed per member and only 1 (one) prize will be awarded to each winner. Winners will be chosen from either cohort depending on their membership.
7. By completing the actions above, Discovery Vitality members stand a chance of winning one (1) of twenty-four (24) prizes on offer from Fitbit, Discovery Athleisure and RunHikeBike.
8. By completing the actions above, Team Vitality members will stand a chance of winning one (1) of thirty-one (31) prizes, inclusive of those mentioned in clause 6 with the addition of prizes from Sportsman’s Warehouse and an additional device from Fitbit.
9. After the closing date, the winner will be selected through a random draw. The draw will take place on 1 February 2020 and the winner/s will be contacted by Discovery Vitality.
10. The promoter/s will attempt to contact the winner / each of the winners by either telephone, email or both. Should the prize not be claimed within 2 months the prize/s will be forfeited and a new winner chosen.
11. The promoter/s retains full discretion to choose the winners. The decision is final and cannot be contested.
12. To the extent that Discovery Vitality collects and processes the participant’s personal information, Discovery Vitality warrants that such processing shall be in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and shall not be disclosed to any third party without the participants written consent
13. In terms of POPI, participants have the right to object in the prescribed manner to the processing of their personal data for purposes of this competition. Participants who wish to object to the processing of their personal data for purposes of this competition may email their Vitality membership number and the date range of the campaign to TVCompetition@discovery.co.za during the competition period
14. With their written consent, the winners may be required to appear and be identified on the Vitality social media pages and/or Team Vitality platforms, such as the Team Vitality newsletter at no fee to them. The prize winners can decline the option of appearing or being mentioned on the Vitality social media pages and/or Team Vitality platforms and will not forfeit the prize should they elect to do so.
15. Prizes cannot be exchanged for cash and/or transferred.
16. Any violation or attempt to violate any of the rules will result in immediate disqualification of the transgressor.
17. The promoters 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. The promoter/s reserve the right to revise, alter or terminate the competition at its discretion. In the event of such alteration or termination, all participants shall waive any rights which they may have against the promoter/s, their affiliates or associated companies and acknowledge

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Secretary: M J Botha

that they will have no recourse or claim of any nature against Discovery Vitality or any entity of the Discovery Group of Companies. Prior notice will be given to the participants in the event of such alteration or termination.

19. If required as a result of legislation or other legal reasons, the promoters reserve the right to terminate this competition immediately. In the event of such termination, all participants agree to waive any rights that they may have in terms of this offer and acknowledge that they will have no recourse against the promoters or their agents.
20. The promoters do 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 prize.
21. Directors, partners, employees, agents of, consultants or any other similarly connected individuals of Discovery Vitality and the Discovery Group of companies are not eligible to enter this competition.
22. By entering this competition, you agree to the terms and conditions set out this document.
23. Participants can obtain a copy of the Vitality Main Rules [here](#).

Strava #MapmyV Challenge Terms and Conditions

The purpose of these terms and conditions are to govern Team Vitality and Vitality members and their engagement in the #MapmyV challenge comprising of a run or cycle on from Thursday 10 December to Sunday 13 December 2020.

1. Definitions

In these terms and conditions, the terms below have the following meanings:

- 1.1. **"Applicable Laws"** means all national, provincial, local and municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law that may be issued and in force from time to time with regard to or in connection with the activities contemplated under these terms;
- 1.2. **"Discovery Platforms"** means the set of related web pages under the Discovery domain, including but not limited to the Discovery website, any Vitality page or related content on the Discovery website, the Discovery App and/or official Discovery social media platforms;
- 1.3. **"Discovery Vitality, We, Us"** means Discovery Vitality (Pty) Limited bearing Registration Number 1999/007736/07, a company duly registered and incorporated in accordance with the company laws of the Republic of South Africa;
- 1.4. **"Discovery"** means Discovery Limited with Registration Number 1999/07789/06, a public company duly registered and incorporated in terms of the company laws of the Republic South Africa and its subsidiaries;
- 1.5. **"Personal Information"** has the meaning ascribed to it under the Protection of Personal Information Act 4 of 2013;
- 1.6. **"You, Your"** refers to the Main Member of the Vitality membership, unless indicated differently;
- 1.7. **"Vitality Programme"** the programme that Discovery Vitality markets, operates and manages a programme for the benefit of Vitality Members, the rules and benefits of which may change from time to time
- 1.8. **"Vitality Member"** means Participants of the Vitality Programme, which includes spouse dependants, adult dependants, and child dependants over the age of 18 (eighteen) and excludes child dependants under 18 (eighteen) years, who are bound by the rules, which may change from time.

2. Eligibility, Registration and Activation

- 2.1. The dates for the Strava #MapmyV will be as follows:
 - a) From Thursday 10 December 00:01 until Sunday 13 December 23:59*;
- 2.2. Vitality Members in any province can participate in the event.
 - 2.2.1. Anyone may participate in the Strava #MapmyV challenge. Vitality members will earn double Vitality points for completing the challenge. Members will earn 200 speed points for running at an average of 5.5+km/hr or cycling at an average of 10+ km/hr as opposed to the standard of 100 points.
 - 2.2.2. Pregnant women will be awarded double speed points, therefore, being awarded 400 Vitality points.
 - 2.2.3. The terms of Strava #MapmyV challenge do not apply to any dependants under the age of 18 (eighteen) years.
- 2.3. In order to register for the Strava #MapmyV challenge, participants will have to [sign up to Strava](#) and join the Team Vitality [running](#) or [cycling](#) communities on the application.
- 2.4. By registering for the event, you accept the terms and conditions and You acknowledge and consent that your data (name, surname, ID number or passport number and email address) will be shared with Discovery Vitality and authorised third parties for purposes of awarding points.
- 2.5. Participation is free of charge. However, usage of the Strava application may be subject to data charges as determined by your mobile service provider.
- 2.6. By participating in the Strava #MapmyV challenge, You agree to the limits, terms and conditions that Discovery Vitality, our partner network and third parties associated with the programme may share your Personal Information for purposes of administering the benefit, which includes but is not limited to the awarding of points.
- 2.7. You acknowledge that it is Your responsibility to consult a healthcare provider before beginning this or any exercise programme in respect of your past or present injury, illness, health problems or any conditions or medication that may affect Your participation in the programme at any point in time.
- 2.8. You warrant that the relevant medical checks have been completed and that there are no medical restrictions to Your participation in the Programme;
- 2.9. Vitality Members acknowledge this is a Vitality event and Vitality Member's data will be used towards points allocation, and your data will flow via Strava towards this purpose. This is according to the Vitality [Main Rules](#) and [Strava benefit guide](#).
- 2.10. Any personal information relating to the participants will be used in accordance with the Protection of Personal Information Act 4 of 2013 ("POPI").






3. Engagement

- 3.1. The following will be considered as a valid completion of the Strava #MapmyV fitness challenge for purposes of earning double Vitality points
 - 3.1.1. Linking a qualifying fitness device or smartphone to Strava and the Discovery app so the run or cycle can be verified.

- 3.1.2. Running or cycling the V shape and taking a screenshot of the completed workout on the Strava application on Your mobile device.
 - 3.1.3. Sending the screenshot of the mapped V as well as a photograph of Yourself to TVcompetition@discovery.co.za.
 - 3.1.4. Members who participate in the challenge and enter into the competition will be entered into a draw to win prizes from Fitbit, Sportsman's Warehouse, RunHikeBike and Discovery Athleisure. This competition is only applicable to the challenge for the period of 9 December to 13 December 2020. T&C's apply.
4. Photographs will be subject to a screening process before being accepted to be publically displayed on mosaics across Discovery's social media platforms.
5. By selecting to participate in the Strava #MapmyV fitness challenge, you accept the terms and conditions governing your participation in the Strava #MapmyV challenge and 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.
6. By engaging in the Strava #MapmyV challenge, you warrant that you have read, understood and agree to be bound by these terms and conditions, as well as the Vitality Main Rules as they may be amended, updated or revised from time to time. Any transgressions of the rules of the Vitality Online workout programme and / or misuse of the programme by you shall be subject to the conditions as set out in the Vitality [Main Rules](#) or the Main Rules governing ancillary programmes, whichever is applicable to you.
7. 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 programme is free from any fraudulent activity.
8. By accepting these terms and condition when you activate and engage in workout, You consent to Discovery Vitality processing your Personal Information for the purposes of administering the programme. 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 programme, 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.
9. Data costs may apply as a result of engagement in the programme. Discovery Vitality shall not be liable for any data costs that may associated with your engagement in the programme as well as your internet connection, this remains the responsibility of the Member.
10. The following will apply to member's engagement in the Strava #MapmyV fitness challenge:
 - 9.1. The [Vitality main rules](#) apply at all times;
 - 9.2. The exercises and advice presented in the programme are in no way intended as a substitute for medical consultation. All activities done in conjunction with or as a result of this challenge 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 this video including, without limitation, workouts, training programmes or information.
 - 9.3. All content provided through Vitality, including all text, communication, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other materials, whether provided by us or by other users or third parties is not intended to be and should not be used in place of (a) the advice of your physician or other medical professionals, (b) a visit, call or consultation with your physician or other medical professionals, or (c) information contained on or in any product packaging or label. 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.
 - 9.4. You expressly agree that we do not assume responsibility for the inspection, supervision, preparation, or conduct of any contest, athletic activity or event that involves a Vitality benefit.
 - 9.5. You expressly agree to release Discovery Vitality and Discovery (the "released parties") from any and all liability connected and understand that under no circumstances will Discovery Vitality and/or Discovery be liable for any injury or damages, including consequential or indirect damages or for any delictual liability of any nature whatsoever suffered by you as a consequence of your participation in the programme which is inclusive, but not limited to your physical activities. You also agree that in no event shall the released parties be liable to you or any third party for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with (a) your use or misuse of Vitality, (b) your use or misuse of equipment or programs created or licensed by us while engaged in activities, (c) your dealings with third party service providers or advertisers available through Vitality, (d) any delay or inability to use benefits on Vitality experienced by you, (e) any information, software, products, services or content obtained through Vitality, whether based on contract, strict liability or otherwise, even if we have been advised of the possibility of damages.
 - 9.6. By participating in the event/s you shall ensure that you comply with the government regulations at all times material to your participation in the Strava #MapmyV challenge. It is Your duty to familiarise yourself with the Applicable Laws and the permitted conduct



9.7. Please note that the Strava #MapmyV challenge is organized within the realm of the Applicable Laws in relation to the national social distancing regulations in the Republic of South Africa. At all material times, the ambit of the Applicable Laws will apply. We encourage all Vitality Members to keep socially distanced from other athletes. Discovery Vitality and/or Discovery shall not be liable to the Member or any third party for any wrongdoings, claims, direct, indirect, punitive, incidental, special or consequential damages that may arise as a direct, consequential and/or indirect result of your participation and non-compliance with the Applicable Laws as on the date of the Challenge.

Keep up to date with the latest news from Vitality: Download the  Discovery app. Follow Discovery Vitality on     Not a Vitality member? Visit www.discovery.co.za or SMS "Vitality" to 48030 to join.