Kena Health: Get A Free Virtual Consultation Campaign Terms and Conditions

- 1. The promoter is Shoprite Checkers Pty Ltd ("the Promoter").
- 2. This promotional subscription ("Campaign") is open to all South African residents of 18 (eighteen) years and older, residing in South Africa, who are in possession of a valid identity document, passport, or other documentary proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoter or Shoprite Checkers (Pty) Ltd, the marketing service providers, suppliers, distributors, or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members may not enter or participate in the Campaign and will be disqualified.
- 3. This Campaign will start on 8 July 2024 ("start date") and end on 31 August 2024 ("closing date"). The period from the Campaign start date to closing date is referred to as the "Campaign Period." Any entries received after the closing date will not be considered.
- 4. To enter the Campaign, a customer must be an Xtra Savings Plus member. Members will be offered a free virtual consultation with a health care professional on the Kena Health app, valued at R185.00 (one hundred and eighty-five rand). To redeem this offer, members need to use the promo code "XTRACARE" in the Kena Health app under payment method.
- 5. Members must take note that the voucher is available to use immediately upon receipt and expires on 31 August 2024.
- 6. This Campaign is limited to the first 1000 (one thousand) members who take advantage of the free Kena Health consultation, limited to one free consultation per member
- 7. The "XTRACARE" promo code will be communicated through social media or digital marketing, as well as over email if they're opted in for direct communications.
- 8. A copy of these rules can be found on the following website <u>www.termsconditions.co.za</u> during the Campaign Period or can be obtained by phoning 080 001 0709.
- 9. By signing up, customers:
 - 9.1 Consent to the processing of their personal information by the Promoter and its service providers, insofar that it is necessary to give effect to the Campaign, for example to view the entries, select and announce the customers publicly and deliver the voucher code. Customers will be given the opportunity to consent to further processing of their personal information;
 - 9.2 Where applicable, waive their moral rights and grant the Promoter exclusive, unlimited, perpetual, and free of charge copyright and usage (in any territory where these entities trade), in all media forms of all material, text and intellectual property created and/or published/posted by the customers in the submission of their Campaign entry. The Promoter 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. Customers will not during or after the closing date of the Campaign dispute or question such copyright and usage;
 - 9.3 Where applicable, waive any right to demand royalties, usage fees or any other form of compensation or payment for the use of intellectual property in the customer's entry;
 - 9.4 Where appliable, sign an acknowledgment of receipt form and provide all relevant information requested by the Promoter, including but not limited to the member's full names, proof of identity (ID, passport, or driver's licence), and contact details; and
 - 9.5 Consent that their names be announced publicly by the Promoter on any platform that they deem fit.
- 10. The Promoter may be required to undertake verification of the customer. Failing successful verification, the customer will be disqualified.
- 11. The Promoter nor its agents or suppliers will be liable for the failure of any technical element relating to this Campaign that may result in an entry not being successfully submitted, or for any entries destroyed or delayed. Voucher codes will not be resent.
- 12. The customer will not be entitled to payment in cash or credit.
- 13. The Promoter in its sole discretion is entitled to disqualify any member who at any time does not act in accordance with the spirit of the Campaign, or if fraud or cheating is suspected, including without limitation, through the manipulation of code or falsifying of data.
- 14. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 15. The voucher is not transferable and may not be deferred or exchanged for cash or otherwise.
- 16. The Promoter is entitled to change or terminate the Campaign and/or value of the voucher immediately and without notice, if deemed necessary in its sole discretion. In the event of such a change or termination, customers agree to waive any rights that they have in respect of this Campaign and acknowledge that they will have no recourse against the Promoter, its suppliers, or agents.

- 17. The Promoter, its agents, service providers, suppliers, associated companies, nor any directors, officers, or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential, or otherwise arising from any cause whatsoever, which may be suffered by the customer.
- 18. Participation in this Campaign constitutes acceptance of, and an agreement to comply with, these terms and conditions.
- 19. The customers may be requested to endorse, promote, and advertise the Campaign of the Promoter and will not unreasonably withhold their consent.
- 20. Protecting customers' personal information is important to the Promoter. For more information, please refer to the data privacy statement on their <u>website</u>.
- 21. This Campaign is in no way sponsored, endorsed, or administered by, or associated with any social media channel and the customers acknowledge that they are providing information to the Promoter and its agents only and not to any social media channel.

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