

TERMS AND CONDITIONS OF THE SIXTY60 VIRGIN ACTIVE COMPETITION CONDUCTED BY SHOPRITE CHECKERS (PTY) LTD AND VIRGIN ACTIVE:

GENERAL

1. Shoprite Checkers (Pty) Ltd. (“the Promoter”) is conducting this promotional competition (“the Competition”).
2. The Competition is open to all South African residents who are in possession of a valid South African identity document, passport or document of proof of South African residency. Any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers 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 Competition and will automatically be disqualified upon entry.
3. This promotional competition, known as Sixty60 Virgin Active Campaign, is open from 00:00am on 01 January 2023 and ends at midnight on 31 March 2023. Any entries received after the closing date will not be considered. The Promoter reserves the right to terminate this competition earlier than the closing date of 31 March 2023 should they deem it necessary to do so.
4. To enter, participants will be required to:
 - 4.1. Be a registered Xtra Savings member with an active Xtra Savings card; and
 - 4.2. Shop 4 times per calendar month on Checkers Sixty60
 - 4.3. Not be an active Virgin Active member and;
 - 4.4. Link your Xtra Savings card to your online Checkers Sixty60 profile receive an automatic entry into the competition.
 - 4.5. A participant will receive 1 (One) entry for every 4 (four) shops on Sixty60 in the calendar month. Therefore, as an example: in January, a participant shops 4 (four) times in the calendar month and will receive 1 (one) guaranteed Virgin Active Gym pass. If a participant shops 8 (eight) times in a calendar month they will still only receive 1 (one) guaranteed Virgin Active Gym pass. This resets every calendar month for January 2023 and February 2023
 - 4.6. Participants must ensure that their contact details including email and mobile number are correct and up to date on their Sixty60 app. If a qualifying member has given incorrect contact details, the Promoter reserves the right to select another qualifying member in terms of the rules
 - 4.7. Participants must ensure that they have opted into marketing communication from Sixty60 to receive their FREE Virgin Active gym pass

CHECKERS XTRA SAVINGS CUSTOMER BENEFIT:

5. Definition of an Xtra Savings customer - a customer who has joined the Xtra Savings Loyalty programme, registered with a full customer profile and has linked their card on Checkers Sixty60

PRIZES

- a. Qualifying members will earn 1 (one) FREE Virgin Active gym pass that is redeemable twice (2) from date of issue until 31 March 2023 at participating gyms.
- b. The winner must be 18 (Eighteen) years or older.
- c. The winner must be in possession of a valid South African driver's licence.
- d. Qualifying guests (each a "**VA Guest**") who have met the entry or other participation criteria set out and agreed to by Virgin Active South Africa (Pty) Ltd ("**Virgin Active**") and Shoprite Checkers Pty Limited (the "**VA Partner**"), will qualify to be allowed access into a gym, club, health and fitness facility, or online (or social media) platform, owned or operated by (or on behalf of) Virgin Active, (in each case, a "**Virgin Active Club**"), on the terms and conditions set out hereunder.
- e. The VA Guest must present, at any participating* Virgin Active Club, the QR code, voucher code, or other method required to be presented at a Virgin Active Club before entry is granted, which the VA Guest has received from the VA Partner.
- f. *This campaign is only applicable to Virgin Active Clubs in the Republic of South Africa and, unless it is expressly stipulated otherwise in: (i) the entry or other participation criteria, or (ii) the voucher, QR code, or other method required to be presented at a Virgin Active Club before entry is granted, it **excludes**: (a) all Virgin Active Clubs operated under the "**Collection**" name brand, and/or (b) all facilities in a Virgin Active Club operated under the "**Club-V**" or "**Club-V Max**" name brand.
- g. Should there be any technical difficulties in or other interruptions to verifying a QR Code, voucher, other method required to be presented at a Virgin Active Club before entry is granted, or a VA Guest, the VA Guest may be required to present positive identification, complete the guest register, provide other personal information and have their photo taken before being permitted entry into a Virgin Active Club. A refusal by a VA Guest to comply with this requirement will result in the VA Guest being denied entry into a Virgin Active Club.
- h. VA Guests must be over the age of 18 years before they are permitted entry into a Virgin Active Club. If a VA Guest is under the age of 18 years, additional rules (including rules requiring that a parent or legal guardian is present), may apply before the VA Guest is permitted entry into a Virgin Active Club or is permitted access into certain areas of a Virgin Active Club - see additional rules in the VA Rule Book (available at: www.virginactive.co.za) for restrictions and/or controlled access rules to Virgin Active Clubs for VA Guests under 18.
- i. Vouchers, QR codes, or other methods required to be presented at a Virgin Active Club before entry is granted, may not be redeemed for cash.
- j. Vouchers, QR codes, or other methods required to be presented at a Virgin Active Club before entry is granted, are valid for (i) double use only (i.e. two accesses to any qualifying Virgin Active Club).
- k. Vouchers, QR codes, or other methods required to be presented at a Virgin Active Club before entry is granted, are valid until 31 March 2023

Vouchers, QR codes, or other methods required to be presented at a Virgin Active Club before entry is granted, are transferable meaning the voucher, QR code, or other method is required to be presented at a Virgin Active Club before entry is granted.

GENERAL CHECKERS

6. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
7. A copy of these terms and conditions can be found on the following website www.termsconditions.co.za throughout the period of the competition or can be obtained from the Shoprite Checkers Consumer Call Centre on the telephone number 0800 01 07 09.
8. The Promoter shall have the right to change or terminate the Competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
9. If there is no participating Virgin Active gym nearby, the voucher will not be substituted
10. Neither the Promoter, its agents, its 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 a participant resulting from participation in this promotion or use of any prize.
11. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
12. In the event of a dispute regarding any aspect of the competition and/or these terms and conditions, the decision of the Promoter will be final and binding and no correspondence may be entered into.
13. The Promoter is not liable for any technical failures affecting participation in the competition and assumes no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
14. The Promoter may refuse to award the prize if entry procedures or these terms and conditions have not been adhered to or if it detects any irregularities or fraudulent practices.
15. Any finalists/winners suspected of committing fraud will also not qualify to win in any future promotions run by the Promoter or their agents.
16. Similarly, any finalists/winners suspected of committing fraud in any previous promotions run/managed by either the Promoter or its agents will automatically be disqualified from this Promotion.
17. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
18. Any attempt to use any tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoters, voteswapping sites, voting software, entering service sites or any other automated means and entries or votes

by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.

19. Qualifying embers may not earn a voucher during Promoter competition more than twice in a 60 (Sixty) day period.
20. All information on the website, digital channels and till slip is provided by Shoprite Checkers (Pty) Ltd, or is licensed from various license holders. You may only use this information to assist in learning more about any particular product or service. You may not store, reuse or utilise this information for any commercial purpose.
21. You may not use any form of automated search or download technology to access this site without our prior written consent.
22. By accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and that this information will be solely processed for the purposes of this promotion.
23. Your privacy is important to us, for more information on how we process and secure your personal information; please see our [data privacy statement](#).

GENERAL VIRGIN ACTIVE

24. Virgin Active reserves the right, from time to time, to temporarily or permanently close a Virgin Active Club, or temporarily or permanently stop providing certain facilities at a Virgin Active Club, or adjust the operating hours of a Virgin Active Club. Therefore, redemption of your voucher, QR code, or other method required to be presented at a Virgin Active Club before entry is granted, may be adjusted or amended to accommodate any of these eventualities.
25. Right of admission to any Virgin Active Club remains reserved. If you: (i) have any outstanding membership fees with Virgin Active, or (ii) have been previously excluded from accessing a Virgin Active Club (for example for a breach of the VA Rule Book), this may affect your eligibility to participate and you may be prevented from accessing a Virgin Active Club or from redeeming a voucher, QR code, or other method required to be presented at a Virgin Active Club before entry is granted.
26. Facilities may vary amongst different Virgin Active Clubs.
27. Bookings for classes must be done in advance of attending a class.
28. If one or more of these Virgin Active terms and conditions is found to be unenforceable, such term or condition shall be deemed to be severable from the remainder of these Virgin Active terms and conditions and these Virgin Active terms and conditions shall in all other respects remain in full force and effect.
29. To the fullest extent permitted by law, Virgin Active may transfer and/or delegate to any third party, all its rights and/or obligations under these Virgin Active terms and conditions without your consent or notification.
30. These Virgin Active terms and conditions contain all the terms and conditions between you and Virgin Active, subject only, to the fullest extent permitted by law, any addition or variation to these Virgin Active terms and conditions which has been communicated by Virgin Active.

31. By participating in or signing-up to the campaign as communicated or advertised by the VA Partner or Virgin Active, and/or by redeeming or presenting a voucher, QR Code, or other method required to be presented at a Virgin Active Club before entry is granted, the VA Guest hereby accepts to be bound by these Virgin Active terms and conditions, and agrees to be bound by and adhere to the Club Rules stipulated in the Virgin Active Rule Book (available at: www.virginactive.co.za). A failure to comply with: (i) these Virgin Active terms and conditions, or (ii) the Virgin Active Rule Book, can result in the early termination of the VA Guest's participation in the campaign and the renunciation of access to a Virgin Active Club.

IMPORTANT - MEDICAL RISK ACCEPTANCE

Medical Risk Acceptance:

Please carefully consider the following questions:

- Has a doctor ever said that you have a heart condition or any other chronic medical condition and recommended only medically supervised activity?
- Do you have chest pain brought on by physical activity?
- Have you developed chest pain in the last month?
- Have you on one or more occasions lost consciousness or fallen over as a result of dizziness?
- Has a doctor ever recommended medication for blood pressure or a heart condition?
- Are you aware, through your own experience or a doctor's advice of any other physical reason (including pregnancy) that would prohibit you from exercising without medical supervision?
- Do you have a bone or joint problem that could be aggravated by the proposed physical activity?

If you answered YES to any of these, Virgin Active strongly recommends that you obtain medical clearance before starting to exercise. There are risks associated with exercising and using gym equipment which can result in serious injury and even death. **You accept responsibility for such risks.** It is recommended that you seek medical advice before you start a new exercise regime and that you always exercise to a level that is appropriate, given your knowledge of your health and any medical advice that you have obtained. **You accept all risk and responsibility for nutritional, exercise or any other advice or plans that may be recommended to you.**

IMPORTANT - DISCLAIMER AND PRIVACY POLICY

You understand and agree to the following disclaimer when accessing any Virgin Active Club: To the fullest extent permitted by law, Virgin Active, its directors, employees and/or independent contractors shall not be liable for any loss or damage whatsoever and howsoever arising (including from any nutritional, exercise or any other advice) suffered by you or any of your dependents or assignees, including (without limitation) loss or damage to person or property from a negligent (other than a grossly negligent) act or omission of Virgin Active, other members or guests.

You agree to the disclaimer above, as well as to the Virgin Active Privacy Policy (available at: www.virginactive.co.za), the Virgin Active Data Protection Policy (available at: www.virginactive.co.za), and to comply with the Virgin Active Rule Book (available at: www.virginactive.co.za).