

# **Terms & Conditions including Promotional Competition Terms and Conditions**

## **Terms & Conditions**

WinWorld and related services are products brought to you by Netsport Mobile (Pty) Ltd. Terms and conditions of use of the WinWorld online service. Accessing any pages on this online service implies that you agree to the following terms and conditions of use of this online service.

These terms and conditions contain provisions which appear in a similar text style to this clause in order to draw your attention to such clauses because they:

- may limit the risk or liability of WinWorld or a third party; and/or
- may create risk or liability for you; and/or
- may compel you to indemnify WinWorld or a third party; and/or
- serve as an acknowledgement, by you, of a fact.

### **1. Disclaimer**

1.1. Whilst every effort has been made by Netsport Mobile Pty Ltd, (Company Reg # 2017/520576/07) henceforth trading as WinWorld under these Terms and Conditions, and its suppliers of information, to ensure the proper performance of this online service, the accuracy of the information/images and the reliability of the binary data on this online service, WinWorld, its affiliated companies, suppliers, or any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content and/or information offered on this online service ("the Service/s").

1.2 WinWorld makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the Services and the Services are thus used at your own risk. In particular WinWorld makes no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.

1.3 This site may contain hyper-links to third party sites. WinWorld is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by WinWorld of the site(s) or the products or services provided therein. You access those sites and use their products and services solely at your own risk.

### **2. Indemnification**

2.1. To the full extent permitted by law, you indemnify and hold WinWorld harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Services.

2.2. Without affecting the generality of 2.1 above, WinWorld shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to its network, termination of any license to operate or use the network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond WinWorld's control.

### 3. Use of services

3.1. You may only use the Services for lawful purposes and you warrant that you shall not:

3.1.1. use the Services to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful;

3.1.2 use the Services for the transmission of "junkmail", "spam", "chain letters", or unsolicited mass distribution of SMS;

3.1.3 other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this site, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this site on your own server, or copy, adapt, modify or re-use the text or graphics from this site without prior written permission from WinWorld.

### 4. Privacy policy

4.1. WinWorld and all its associated companies are committed to respecting the privacy of your personal data. To demonstrate its commitment, WinWorld has created this Security and Privacy Statement in order to communicate its intent to provide effective processes for the appropriate handling of such private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

4.2 What types of information are WinWorld collecting, and how do we do it? You will be able to explore the majority of the Services offered on this site without us collecting any identifiable information from you. For the purpose of business communications, administration and transacting. WinWorld may collect and/or use personal information, for example: your name, address, telephone number, e-mail, current geographical location and/or account details. This will enable WinWorld to:

- Respond to queries or requests submitted by you;

- Process orders or applications;

- Resolve problems with goods and services previously supplied; and/or

- Create products or services that may meet your future requirements.

WinWorld will use, collect, store, process, transmit or otherwise handle private information only with the knowledge and consent of you, our customer

### 4.3 The use of Cookies

WinWorld may store some information (commonly known as a "cookie") on your computer when you visit our web site. This enables WinWorld to recognise you during subsequent visits. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully. Apart from merely establishing basic connectivity and communications, WinWorld may also use this data in aggregate form to develop customised services - tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies, or to prevent your browser from accepting any cookies at all. This will however cause certain features of the web site not to be accessible.

### 4.4 What about the security of my personal data?

WinWorld has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of your personal information. We will update and refine these measures on an on-going basis. Please note that WinWorld cannot be responsible for the privacy policies and practices of other sites you may access using links from this Service. We recommend that you check the policy of each site you visit and that you contact that specific organisation if you have any concerns or questions. Please be aware that internet communications are inherently insecure unless they have been encrypted. Your communications may be routed through any number of countries before reaching this site. WinWorld therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond our control.

#### 4.5 Will WinWorld disclose any of my personal information?

WinWorld does not distribute any of your personal information to third parties; unless it's required to deliver the products or services requested by you. In addition, WinWorld will not sell your personal information to third parties unless you give us your specific permission to do so. For example, we may disclose your data to a credit card company to obtain payment for a purchase you initiated. It may also be necessary to pass on your data to a supplier who will deliver the product on order. In addition, WinWorld may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws.

#### 4.6 Amendments to this Security and Privacy Statement

WinWorld reserves the right to amend or modify this Security and Privacy statement at any time in response to new privacy legislation.

4.7 Whilst your name and e-mail address which is supplied to us when registering for the Services will not automatically be made available to the recipient of your SMS, we nevertheless are able to trace the source of an SMS, and such information will be made available to the authorities if required by law.

4.8 Monitoring or recording of your calls, e-mails or SMS's may take place for business purposes to the extent permitted by law, such as for example quality control and training for the purposes of marketing and improving the Services. However, in these situations, we will not disclose information that could be used to personally identify you.

4.9 You agree that WinWorld may, to the full extent permitted by law, receive or disclose your personal information, documents, detailed call records, credit profile information and/or any other credit information from or to any of WinWorld's shareholders, related entities, suppliers, agents, professional advisors or any company within the WinWorld Group for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act 68 of 2008 and subject to the Protection of Personal Information Act 4 of 2013.

#### 5. Electronic communications

All electronic communications, including any attachments thereto that are transmitted to you by WinWorld, shall be on the following terms and conditions:

5.1. Before any purported agreement that has been negotiated either wholly or partly by electronic means, shall be considered binding on WinWorld, the following terms and conditions shall apply:

5.1.1. An advanced electronic signature, (as defined in the Electronic Communications and Transactions Act 25 of 2002), of a duly authorized member of the Board of Directors of WinWorld shall be required to be used and attached to any electronic communication containing any offer and/or acceptance by WinWorld, as the case may be.

5.1.2 Where WinWorld is acting as the offeror, the agreement shall be deemed to have been concluded at the time when and place where the acceptance of the offer was actually received by the Director so acting on behalf of WinWorld, and upon such Director expressly and manually acknowledging receipt of such acceptance.

5.1.3 An electronic communications shall be considered to have been sent by a Director as aforesaid only if:

5.1.3.1 the Director sent it personally; or

5.1.3.2 it was sent by a person who had the required authority to act on behalf of the said Director.

5.2 Any opinion or advice contained in electronic communications shall be subject to the terms and conditions contained in any governing agreement.

5.3 WinWorld is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.

5.4 Whilst WinWorld does employ virus filtering, it provides no guarantees or warranties that the electronic communication is virus-free.

## 6. Intellectual property rights

You acknowledge that WinWorld owns or is the licensor of the intellectual property rights in and to all Services contained herein, and that the unauthorised use thereof is expressly prohibited. The word or mark "WinWorld", and "Videyo", however represented, including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of WinWorld, or one of its affiliated companies.

## 7. Password and/or One Time PIN

If you have a password or One Time PIN (OTP) you undertake to keep it secure and warrant that no other person shall use the Services utilising your password or OTP, and you acknowledge further that you are responsible for ensuring that no unauthorised access to the Service is obtained using your password or OTP, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

## 8. Termination and variation

To the full extent permitted by law, we reserve the right to alter, restrict and/or terminate the Services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, and/or the prices at which the Services are offered, at any time. Such changes will be posted on this site and will be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.

## 9. General

9.1. These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.

9.2 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

9.3 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

9.4 These terms and conditions, as varied by us from time to time pursuant to clause 8, above constitute the sole agreement between you and WinWorld.

## **Promotional Competition Terms and Conditions**

WinWorld and related services are products brought to you by Netsport Media (Pty) Ltd  
Terms and conditions of use of the WinWorld online service  
Accessing any pages on this online service implies that you agree to the following terms and conditions of use of this online service.

These terms and conditions contain provisions which appear in a similar text or style to this clause in order to draw your attention to such clauses because they:

- may limit the risk or liability of WinWorld or a third party; and/or
- may create risk or liability for you; and/or
- may compel you to indemnify WinWorld or a third party; and/or
- serve as an acknowledgement, by you, of a fact.

In order to promote the WinWorld Subscription Service (hereinafter referred to as the “**Service**”), the provider of the **Service** (hereinafter referred to as the “**Service Promoter**”), is conducting the WinWorld 2024 Promotional Competition (hereinafter referred to as the “**Promotional Competition**”).

Insofar as the **Promotional Competition** is concerned, these “**Promotional Competition Terms and Conditions**” shall apply and shall be read in conjunction with the terms of the “**Terms and Conditions**”.

To the extent that there is a conflict between the terms of the **Terms and Conditions** and these **Promotional Competition Terms and Conditions** specifically, these **Promotional Competition Terms and Conditions** shall prevail to the extent of such conflict only.

These **Promotional Competition Terms and Conditions** form part of the **Terms and Conditions** and should be read and construed within the context of the **Terms and Conditions** wherever possible, subject to the proviso that they are only applicable to promotional competitions.

By entering the **Promotional Competition**, **You** agree to be bound by these **Promotional Competition Terms and Conditions** together with the terms of the **Terms and Conditions** which apply to the **Service**.

## **1. Who may enter (hereinafter referred to as the “Entrant”) the Promotional Competition?**

1.1 An **Entrant** must be a natural person of at least 18 (Eighteen) years of age or have their guardians’ consent to enter the **Promotional Competition**.

1.2 **The Entrant must be a contract or pre-paid mobile phone user across any of the South African networks.**

1.3 If the Entrant does not own the handset from which he/she is entering the Promotional Competition and/or subscribing to the Service, the Entrant must ensure that he/she has the billpayers written and signed consent prior to entering the Promotional Competition and/or subscribing to the Service.

## **2. Who may not enter the Promotional Competition?**

2.1 Directors, members, partners, employees, agents, contractors and consultants of the **Service Promoter** and any other person who directly or indirectly controls or is controlled by the **Service Promoter**, as well as any person who supplies goods or services in connection with the **Promotional Competition**, and all of the aforementioned persons’ immediate families and life partners may not enter the **Promotional Competition** and shall not be eligible to be awarded any prizes in the **Promotional Competition**.

## **3. Promotional Competition Period**

3.1 The **Promotional Competition** commences at 00:00 on 17 November 2025 and will continue until 1 January 2027 (hereinafter referred to as the “**Promotional Competition Period**”), however the **Service Promoter** reserves its rights, to the fullest extent permitted by law, to amend, extend and/or curtail, at its sole discretion, the **Promotional Competition Period**.

3.2 **Entrants** who attempt to enter the **Promotional Competition** after it has closed will be notified that their entry has been unsuccessful as a result of the **Promotional Competition Period** having expired.

3.3 The **Service Promoter** will endeavour, wherever reasonably possible, to notify unsuccessful **Entrants** for a period of 30 (Thirty) days after the expiration of the **Promotional Competition Period** that their entry was unsuccessful, however cannot guarantee same.

## **4. How to enter the Promotional Competition**

4.1 **Entrants** that meet the following criteria during the **Promotional Competition Period** are eligible to go into the weekly draw;

**4.1.1 Entrants** must be subscribed and fully paid up to the **Service**.

**4.1.2 Entrants** must play the games provided as a part of the **Service** to earn points. Each play will provide the **Entrant** with additional points, daily and monthly, winners will be selected during the **Promotional Competition Period** and will be awarded prizes.

**4.1.3** Entries into the actual **Promotional Competition** are free of charge to the **Entrant** and are obtained in the manner detailed above.

**4.1.4** There are no further charges for participating in the **Promotional Competition** (aside from the **Entrants** ordinary Network fees/charges) and the daily subscription charge of R 3.00/day or R 5.00/day (with equivalent weekly and

monthly options) depending on the selection made by the **Entrant** when subscribing to the **Service**, which is billed to a subscriber of the **Service** and is the normal subscription amount enabling the user of the **Service** to subscribe to the **Service** and to enjoy the various features and content offered on the **Service**.

**4.1.5 Entrants** may obtain further information by calling the **Service Promoters** Service Support number on 0861131009.

## **5. Draw and Prizes**

### **5.1 Daily Draw**

5.1.1 A daily draw will take place during the **Promotional Competition Period**. Daily draw details will be published on the WinWorld mobile subscription site.

5.1.2 The daily draw will run at 5pm each day. After each draw, all WinWorld points will be set to a zero value and the new weekly draw promotion period will begin.

5.1.3 Contract and prepaid subscribers may participate in the **Promotional Competition** but airtime winnings can only be utilised directly by prepaid subscribers.

5.1.4 Prizes are not transferable and winners cannot exchange an airtime prize for a cash amount.

5.1.5 Postpaid subscribers that win airtime can transfer that airtime to another prepaid subscriber, but cannot convert the airtime amount to cash or have the airtime amount credited on their postpaid account.

5.1.6 The following prizes will be awarded daily and all daily draw prize allocations will be published on the WinWorld website;

5.1.6.1) 10 x R10 airtime winners

5.1.7 Airtime winners will be notified of their winnings by way of SMS.

5.1.8 Airtime will be delivered either as a voucher pin or through a pinless airtime top up method, the election of which lies with the **Service Promotor**.

5.1.9 The winning **Entrants** shall be the natural person who is lawful owner of such mobile phone number from which the **Service** subscription originated.

5.1.10 The **Service Promoter** will announce and contact the winners at its own discretion.

5.1.11 The **Service Promoters** decision is final and no unreasonable correspondence will be entered into in connection therewith.

### **5.2 Monthly draw**

5.2.1 The monthly draw prizes are awarded to an **Entrant** on the same basis as the Daily draw.

5.2.2 The more content consumed, the more chances to win.

- 5.2.3 The prize of a N/A will be awarded to a **Entrant** by random draw.
- 5.2.4 The **Service Promoter** reserves the right at any time prior to any draw to vary the prizes by giving reasonable prior notice by way of an SMS to eligible **Service** subscribers on the day in question and no claim will lie against the **Service Promoter** in this event.
- 5.2.5 If the winning **Entrant** is a child below the age of 18 (Eighteen), the prize will be awarded to the child's parent or legal guardian.
- 5.2.6 The **Service Promoter** will not be liable for taxes or any other costs incurred by winners in claiming or attempting to claim any prize.
- 5.2.7 The monthly draw, takes place at 17:00pm on the 1st of each month and is open for entry until 23.59 pm that previous day.
- 5.2.8 Eligible subscribers will automatically be entered into the daily draw at no extra charge, provided that the billing on the subscriber account for their subscription or request to receive the content from the WinWorld was successful.
- 5.2.9 If the **Service Promoter** is unable to process a bill on a subscribers account due to insufficient funds, technical errors or for whatsoever other reason, the subscriber will have no claim against the Service Promotor which are forfeited as a result thereof.
- 5.2.10 Winners of airtime will receive an SMS notifying them of their prize and providing them with the airtime voucher pin or through a pinless airtime top up method.
- 5.2.11 No call will be made to these winners.
- 5.2.12 The **Service Promotor** accepts any liability for delays in receipt of an SMS howsoever arising in the value equivalent to that of the prize being won.
- 5.2.13 All prize winners will have their prize delivered to them within 14 (fourteen) days of all conditions mentioned below being met, by way of an electronic funds transfer into their duly and properly nominated South African bank account.
- 5.2.14 Only one prize may be awarded to an **Entrant** per day, and per draw.
- 5.1.15 In the event that the **Service Promoter** establishes that a winner has won a prize through any form of fraud, deception, non-disclosure and/or other immoral means, the **Service Promoter** reserves it rights to not pay the prize money to such winner.
- 5.2.15 Should the **Service Promoter**, after having paid the prize money to a winner, establish that the winner has fraudulently won the prize, the **Service Promoter** reserves it rights to take all necessary steps to recover the amounts paid to such winner, including instituting criminal and/or civil legal proceedings.
- 5.2.16 Conditions for Acceptance and Delivery of Prizes
- a) Cash prize winners will be contacted by the **Service Promotor**.
  - b) Cash prize winners must produce the SIM card and proof of identity to the Service Promotors satisfaction to prove that they are the legal owner of the Mobile phone number and have provided the information required in terms



of RICA (the Regulation of Interception of Communications and Provision of Communication Related Information Act, No 70 of 2002) when claiming their prizes.

- c) If a winner cannot provide proof of the above to the **Service Promoters** satisfaction, they will automatically forfeit the prize.
- d) The ineligible winner will have no claim against the **Service Promoter** in this event.
- e) Cash prize winners who have not fully complied with RICA and/or do not have a valid bank account will have a maximum of 30 (Thirty) days to fulfil these requirements, pursuant to which will result in the winner automatically forfeiting his/her prize.

## 6. General

6.1 The **Service Promotor** will take all reasonable measures to ensure that the **Service** is always available but does not guarantee its availability.

6.2 If for any reason this **Promotional Competition** is not capable of running as planned, whether caused by computer infection or virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the **Service Promoter** and/or its various service providers, which corrupt or affect the administration, security, fairness or integrity of the **Promotional Competition**, the **Service Promoter** reserves the right in its sole discretion, to cancel, terminate, modify or suspend the **Promotional Competition** and/or may also, in its sole discretion, disqualify any individual who tampers with the entry process.

6.3 The **Service Promoter** disclaims any responsibility for the inability to enter, complete or continue the **Promotional Competition** due to equipment or technical malfunction, busy lines, inadvertent disconnection, Acts of God or otherwise (This is not a closed list and will include any and all reasons beyond the **Service Promoters** direct control).

6.4 The **Promotional Competition** shall be governed and/or determined in accordance with the law of the Republic of South Africa without giving effect to any principles of conflict of law.

6.5 These **Promotional Competition Terms and Conditions** read in conjunction with the **Terms and Conditions** constitute the entire agreement between the subscriber of the **Service** and the **Service Promotor**.

6.6 The **Service Promotor** shall not be bound by any representation, warranty, promise or the like not expressly recorded in writing herein.

6.7 If any of the provisions of these **Promotional Competition Terms and Conditions** should be held to be invalid or unenforceable, the validity and enforceability of all other provisions hereof and/or the **Terms and Conditions**, shall not be affected thereby. Such invalid or unenforceable provision shall then be deemed to have been deleted without affecting the validity and enforceability of the remaining provisions hereof.

6.8 Use of Personal Information - Upon successful subscription to the **Service**, **You** expressly give informed consent to the **Service Promotor**, and its direct partners, to use your personal information for marketing purposes. To this end, **You**

acknowledge, accept and agree that **You** may receive commercial, informational, promotional and/or marketing communication via multiple channels, such as, but not limited to; automated voice messages, SMSs, e- mail and inbound calls from **Us** or **Our** partners . In the event that **You** unsubscribe from the **Service**, **You** acknowledge, accept and agree that **You** will still be marketed to, unless **You** opt out therefrom. **You** also have the ability to completely opt out of all marketing campaigns by registering on the WASPA Do Not Contact List which can be found [www.waspa.org.za](http://www.waspa.org.za).

6..9 **Disclaimer** - The **Service Promotor** and its partners shall not be liable for any loss or damage (whether direct, indirect or consequential) of any nature whatsoever incurred by **You** and **You** hereby irrevocably and unconditionally waive any claims which **You** may have against the **Service Promotor** whether now or which may arise in the future as a result of the use of the **Service**. **You** hereby indemnify the **Service Promotor** against any claims, liabilities, losses, costs, damages and expenses incurred by them and/or any third party which is attributable to, whether directly or indirectly, **Your** use of the **Service**.

6.10 The **Service Promotor** takes no responsibility and makes no representations or warranties, whether express, implied in law or residual, as to the accuracy or propriety of any information and/or content of any communication sent and/or received by the **Service**, and the **Service Promotor** shall not be bound in any manner thereby.

6.11 The Service Promotor has the right to take down any content (hosted as part of the Service) that it considers unlawful or otherwise distasteful, or for which it has received a take-down notice.

6.12 To the extent the Service Promotor makes use of Worldplay for purposes of payment facilitation, Worldplay is a member of WASPA and is bound by the WASPA Code of Conduct. You have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. Worldplay may be required to share information relating to the Service or a customer with WASPA for the purpose of resolving a complaint. WASPA website: [www.waspa.org.za](http://www.waspa.org.za)

6.13 An Entrant may obtain a full copy of these Promotional Competition Terms and Conditions by calling the Service Promoters Service Support number on 0861131009.

6.14 This **Promotional Competition** is a lawful promotional competition as contemplated in Section 36 of the Consumer Protection Act of 2008.

**6.15 Service Promoters Details:**

Name: Netsport Mobile

Address: Netsport Mobile, The Boulevard, Cape Town, South Africa

Telephone Number: 0861131009

Email Address: [contact@netsport.co.za](mailto:contact@netsport.co.za)

Website: [www.netsport.co.za](http://www.netsport.co.za)