1. Introduction

- These Terms and Conditions govern your registration for, access to and use of the Ovitoz rewards programme, including the Ovitoz website, mobile application, digital platform and any other services through which Ovitoz makes rewards, benefits, discounts, vouchers, offers or promotions available to members (collectively, the Platform).
- The Programme is operated by Ovitoz (Pty) Ltd, registration number 2026/251230/07, a company incorporated in accordance with the laws of the Republic of South Africa.
- Ovitoz operates a rewards ecosystem through which participating brands, retailers, merchants, service providers and other commercial partners (Brand Partners) may make rewards and benefits available to eligible Ovitoz members.
- By registering for an Ovitoz account, accessing or using the Platform, participating in the Programme, earning or redeeming a Reward, or otherwise using any Ovitoz service, you acknowledge that you have read and understood these Terms and agree to be bound by them.
- If you do not agree to these Terms, you must not register for or participate in the Programme or use the Platform.
- Certain Rewards, Brand Partners, promotions, campaigns or features may be subject to additional terms and conditions (Offer Terms). Where Offer Terms apply, they form part of these Terms in respect of the relevant Reward, promotion or transaction. If there is an inconsistency between these Terms and the Offer Terms, the Offer Terms will apply to the relevant Reward or promotion to the extent of the inconsistency.

2. Definitions

- Account means the individual Ovitoz account registered in your name;
- Brand Partner means a third-party business participating in the Programme and through which Rewards may be earned, issued or redeemed;
- Customer, you or your means the individual person who registers for an Account, participates in the Programme or otherwise accesses or uses the Services, and to whom these Terms are addressed;
- Offer means a particular promotion, discount, campaign or opportunity through which a Customer may earn or redeem a Reward;
- Offer Terms means any additional terms applicable to a particular Offer or Reward;
- Qualifying Transaction means a transaction or activity satisfying the eligibility requirements specified by Ovitoz and/or the applicable Brand Partner for earning a Reward;
- Reward means any benefit made available through the Programme, including points, credits, cashback, discounts, coupons, vouchers, promotional benefits, partner benefits or other rewards made available from time to time;
- Reward Balance means the Rewards recorded against a Customer's Account from time to time;
- Maximum Heart Rate or Max HR means the maximum heart rate attributed to a Customer for purposes of the Programme, determined using the methodology applied or displayed by the Platform from time to time;
- OVI or OVI Token means the non-cash promotional loyalty reward unit used within the Programme and recorded in a Customer's Account or wallet;
- Telemetry means activity and fitness data generated by or obtained from a compatible device, application or health-data service and transmitted to Ovitoz for purposes of verifying qualifying physical activity;
- Verified Health Platform means Apple HealthKit, Google Health Connect, Strava or any other health, fitness or activity data integration, export or submission method expressly approved by Ovitoz from time to time;
- Qualifying Referral Action means the genuine Programme activity specified by Ovitoz that a Referred Customer must complete before a referral Reward becomes eligible to be awarded;
- Qualifying Referral means a referral that satisfies clause 9.4;
- Referred Customer means a new Customer whose registration is properly attributed to a Referrer's Referral Code;
- Referrer means a Customer who directly refers another person to the Programme using a Referral Code;
- Referral Code means the unique referral code, referral link or other referral mechanism allocated by Ovitoz to a Customer for purposes of the referral programme;
- Services means the Programme, Platform and associated services provided by or through Ovitoz.

3. Interpretation

- The headings to these Terms are for convenience only and do not affect their interpretation.
- Unless the context requires otherwise, words importing the singular include the plural and vice versa, and references to a person include a natural person, company, partnership, trust or other legal entity.
- A reference to legislation includes that legislation as amended, re-enacted or replaced from time to time and includes subordinate legislation made under it.
- Where these Terms confer a discretion on Ovitoz, that discretion will be exercised reasonably, in good faith and consistently with applicable law.
- These Terms must be interpreted in a manner consistent with applicable law and may not be construed as excluding or restricting any statutory right of a Customer where such exclusion or restriction is prohibited by law.

4. Eligibility and Membership

- Eligibility to participate in the Programme is subject to any eligibility requirements communicated by Ovitoz from time to time.
- Unless otherwise specified, to participate in the Programme you must be at least 18 years old or have the necessary legal capacity to enter into these Terms, provide accurate, current and complete information when registering, maintain only one Account unless Ovitoz expressly permits otherwise, and use your Account for personal and lawful purposes.
- Eligibility to participate in the Programme is personal to you and may not be sold, transferred, assigned or otherwise made available to another person.
- Ovitoz may require you to verify your email address, mobile number, identity or other Account information before permitting you to access particular features, earn or redeem Rewards or receive certain benefits.
- You must keep your Account information accurate and up to date.

5. How the Programme Works

- Ovitoz enables Customers to earn and/or receive Rewards through Qualifying Transactions or other qualifying activities with participating Brand Partners.
- The type, amount and value of Rewards available may differ between Brand Partners, products, services, locations, channels, campaigns and Customers.
- Rewards available through the Programme may include percentage-based discounts, fixed-value discounts, vouchers or coupons, reward credits, points, promotional offers, benefits for completing specified activities, personalised or targeted offers, and such other benefits as Ovitoz or a Brand Partner may make available from time to time.
- The availability of a Reward does not create an entitlement to that Reward unless all applicable qualifying requirements have been satisfied.
- Certain Offers may be limited by time, quantity, stock, geographic location, product category, transaction value, membership category, participating Brand Partner or other eligibility criteria.

6. Brand Partners

- Brand Partners participate in the Ovitoz ecosystem as independent third parties.
- Unless expressly stated otherwise, Ovitoz is not the seller, supplier or manufacturer of goods or services purchased by you from a Brand Partner.
- Your purchase of goods or services from a Brand Partner constitutes a separate transaction between you and that Brand Partner and may be subject to the Brand Partner's own terms and conditions, privacy notices, delivery terms and return policies.
- Questions or disputes concerning the quality, safety, delivery, warranty, pricing or suitability of goods or services supplied by a Brand Partner should ordinarily be addressed to that Brand Partner.
- Nothing in these Terms limits any right or remedy you may have against a Brand Partner under applicable consumer protection law.
- Brand Partners may join, leave or change their participation in the Programme. Offers may consequently be introduced, amended or withdrawn from time to time.
- Ovitoz does not guarantee that a particular Brand Partner, Reward or Offer will remain available indefinitely.

7. Rewards: Activity-Based OVI Earnings

Activity-based OVI earnings

- Customers may earn OVI through qualifying physical activity recorded and verified through the Platform in accordance with this clause.
- Activity-based OVI earnings are determined by the activity data available to Ovitoz, the applicable earning rules displayed on the Platform and any applicable daily earning limits.

Dynamic heart-rate multipliers

- Where a qualifying activity is supported by verified heart-rate Telemetry, the OVI earning rate will be calculated by reference to the Customer's heart-rate zone during the relevant activity.
- Unless otherwise stated on the Platform, the following multipliers apply to the applicable base earning rate:
- Zone 1 — 50% to 59% of Max HR: 1.0x the base earning rate.
- Zone 2 — 60% to 69% of Max HR: 1.25x the base earning rate.
- Zone 3 — 70% to 79% of Max HR: 1.5x the base earning rate.
- Zones 4 and 5 — 80% or more of Max HR: 2.0x the base earning rate.
- The Platform may calculate the applicable heart-rate zone using the Customer's Max HR and verified Telemetry available for the activity.
- Where reliable heart-rate data is unavailable, incomplete or cannot be validated, Ovitoz may apply the base earning rate, an activity-conversion rate or decline to apply a heart-rate multiplier, as appropriate.

Multi-sport step equivalents

- Qualifying non-step activities may be converted into step equivalents for purposes of determining activity-based OVI earnings. These activities may include, without limitation, Padel, tennis, soccer, netball, high-intensity interval training (HIIT), cycling, swimming, strength training and yoga.
- Step-equivalent values are determined using the standard activity conversion tables and formulae applied by the Platform from time to time. Conversion may take account of factors such as activity type, duration, intensity, heart-rate data and other verified Telemetry reasonably relevant to the activity.
- Ovitoz may amend, replace or recalibrate its activity conversion tables, step-equivalent formulas or earning methodology from time to time. Where a change materially affects the manner in which Customers earn OVI, Ovitoz will provide reasonable notice through the Platform or another appropriate communication channel.

Workout stacking

- A Customer may record and earn OVI from more than one qualifying workout or activity during the same calendar day, including separate sessions provided that each activity independently satisfies the applicable verification and earning requirements.
- All activity-based earnings remain subject to a tiered daily OVI earning cap: up to 15 OVI per calendar day on standard activity, rising to up to 25 OVI for that calendar day where the Customer records verified activity in heart-rate Zone 3 or higher, or activates the Daily 2x Boost. Once the applicable cap is reached, no further activity-based OVI will accrue for that calendar day, regardless of the number, duration or intensity of additional workouts.
- Streak bonuses and milestone bonuses do not count towards either the 15 OVI or the 25 OVI daily cap.
- Ovitoz may vary the daily OVI earning cap, base earning rate, multiplier structure or eligibility rules from time to time in accordance with these Terms and any applicable Offer Terms.

Daily 2x Boost

- Subject to availability of the feature, a Customer may activate one 20-minute Daily 2x Boost period during each calendar day.
- During the active Boost period, eligible activity-based OVI earnings will be multiplied by 2.0x, subject to the applicable daily earning cap and any Offer Terms displayed on the Platform.
- A Daily 2x Boost may only be activated once per calendar day, cannot be paused or restarted after activation unless the Platform expressly permits this, and expires automatically at the end of the applicable 20-minute period.
- Activating the Daily 2x Boost raises that calendar day's cap from 15 OVI to 25 OVI. The Boost does not raise the cap above 25 OVI. Should a Customer reach the 25 OVI cap during the Boost period, no additional activity-based OVI will accrue for the remainder of that calendar day.

Anti-cheat and fair use

- Customers must act in good faith and only submit genuine activity generated by the Customer and recorded through approved devices, applications and Verified Health Platforms. Any attempt to fabricate, manipulate, replay or artificially increase activity or Telemetry is prohibited.
- Prohibited conduct includes using automated step-shakers, mechanical movement devices or similar tools to generate artificial steps or activity; using GPS spoofing, location manipulation or simulated movement; submitting Telemetry generated through emulators, simulated devices or virtualised environments for the purpose of creating artificial activity; using modified, tampered-with or unauthorised third-party software development kits, applications, scripts, bots or integrations to alter activity data; or otherwise manipulating Telemetry, timestamps, cadence, velocity, heart-rate data, location data, workout duration or activity classification to obtain OVI that would not otherwise have been earned.
- Ovitoz reserves the right to validate Telemetry on its servers before, at the time of or after crediting OVI and may apply automated or manual plausibility, integrity, velocity, cadence, duplication and anomaly checks. This may include flagging, withholding or invalidating sessions showing implausible or non-human activity patterns, including recorded step cadences exceeding 250 steps per minute, subject to any contextual verification Ovitoz considers appropriate.
- Ovitoz may accept qualifying activity and Telemetry through different approved submission methods from time to time. During the transitional phase of the Programme, and until direct integrations with Apple HealthKit, Google Health Connect and/or other health synchronisation services are available or approved, Ovitoz may permit Customers to submit activity through an Apple Health data export, approved in-app logging functionality, Strava or another application, device, export method or integration expressly approved by Ovitoz. Activity submitted through any such method remains subject to Ovitoz's verification, plausibility, anti-fraud and earning requirements under these Terms. Self-reported, manually entered or third-party activity that is not submitted through an approved method, or that Ovitoz cannot reasonably verify, will not qualify for OVI. Ovitoz may change, add or discontinue approved Telemetry submission methods as integrations become available, provided that any material change affecting OVI earning will be communicated in accordance with these Terms.
- Where Ovitoz reasonably suspects that activity or Telemetry is fraudulent, manipulated, duplicated, spoofed or otherwise inconsistent with these Terms, Ovitoz may place the relevant OVI in a pending status, withhold or reverse the relevant OVI, request additional verification or temporarily restrict the relevant activity-earning functionality while the matter is reviewed.
- If Ovitoz determines following a reasonable review that a Customer has breached this clause or otherwise abused the activity-earning functionality, Ovitoz may, depending on the seriousness or frequency of the conduct, forfeit improperly earned OVI, temporarily suspend earning or redemption functionality, suspend the Account or permanently terminate the Account in accordance with clause 22.

8. Rewards: Wallet Crediting and Status

Instant wallet credit

- Subject to successful receipt and validation of qualifying Telemetry, activity-based OVI will be credited to the Customer's Account or in-platform wallet when the relevant Telemetry synchronises with the Platform. Where activity is processed through a daily reconciliation or batch process, the applicable OVI may instead be credited at or shortly after midnight for the relevant calendar day.
- An OVI credit may remain subject to subsequent verification, correction, reversal or forfeiture under these Terms where the underlying activity or Telemetry is later found to be invalid, duplicated, manipulated, fraudulent or otherwise ineligible.

Nature of OVI and Vitos

- OVI and any Vitos or equivalent Programme tokens are promotional loyalty rewards only. They are non-cash, have no monetary value outside the Programme and, unless Ovitoz expressly provides otherwise, are non-transferable outside the Platform and may only be used or redeemed in accordance with the Programme rules displayed by Ovitoz.
- OVI and Vitos do not constitute stored-value funds, electronic money, bank deposits, savings products, investment products or payment accounts and are not intended to operate as such under the Banks Act, 1990, financial-sector legislation administered by the Financial Sector Conduct Authority or any other applicable financial-services legislation.
- No interest accrues on OVI or Vitos, Ovitoz does not hold OVI or Vitos on deposit for Customers, and the recording of OVI or Vitos in an Account or in-platform wallet does not create a debtor-creditor relationship equivalent to a bank account or stored-value account.
- Except where expressly permitted by Ovitoz in the Programme rules, OVI or Vitos may not be sold, assigned, pledged, exchanged for cash, transferred to another person or used as consideration outside the Platform.

9. Referral Programme

Referral programme

- Ovitoz may operate a referral programme through which an eligible Customer may invite another person to register for and participate in the Programme using a unique referral code, referral link or other referral mechanism allocated to that Customer (a Referral Code).
- The referral programme operates on a single-level basis only. A Customer may earn a referral Reward only for a person directly referred by that Customer using their Referral Code. No Reward will be earned for any person subsequently referred by the referred Customer or through any indirect, downstream or multi-level referral chain.

Qualifying referrals

- Registration for an Account using a Referral Code does not, by itself, entitle either the referring Customer (the Referrer) or the referred Customer (the Referred Customer) to a Reward.
- A referral becomes a qualifying referral only once the Referred Customer has registered a valid Account using, or being properly attributed to, the Referrer's Referral Code, is a new Customer who has not previously maintained an Account or participated in the Programme unless Ovitoz expressly provides otherwise, completes the qualifying action specified by Ovitoz for the applicable referral campaign, and Ovitoz has successfully verified the referral and the qualifying action in accordance with these Terms.
- Unless Ovitoz specifies otherwise in the applicable Offer Terms, a qualifying referral action requires the Referred Customer to complete a genuine activity demonstrating active participation in the Programme, such as the Referred Customer's first verified qualifying physical activity or first qualifying Reward redemption. Merely downloading the Platform, registering an Account or entering a Referral Code does not constitute a qualifying referral action.

Referral and welcome rewards

- Subject to these Terms and any applicable Offer Terms, once a qualifying referral has been successfully verified, the Referrer will receive 10 OVI and the Referred Customer will receive a 5 OVI welcome Reward.
- Referral Rewards and welcome Rewards may initially be recorded as pending and remain subject to verification, correction, reversal or forfeiture in accordance with these Terms.

Referral limits

- Unless otherwise stated in the applicable Offer Terms, a Referrer may receive referral Rewards for a maximum of five qualifying referrals during any calendar week, resulting in a maximum standard referral Reward of 50 OVI per calendar week.
- A Customer may continue to refer other persons after reaching the applicable weekly limit, but no additional referral Reward will accrue for referrals exceeding that limit during the relevant calendar week unless Ovitoz expressly provides otherwise.
- Ovitoz may impose reasonable additional referral limits, eligibility requirements, campaign periods or other controls from time to time and will communicate any material conditions applicable to a referral campaign through the Platform or applicable Offer Terms.

Referral attribution

- A referral will be attributed to the Customer whose valid Referral Code is recorded by the Platform in accordance with Ovitoz's referral attribution process. Unless Ovitoz determines that an attribution error has occurred, a Referred Customer may not retrospectively substitute one Referrer for another after the qualifying action has been completed.

- Where more than one Referral Code or referral link is associated with a Referred Customer, Ovitoz may determine attribution using the referral information recorded by its systems and the attribution rules applicable to the relevant referral campaign.

Fair use and referral abuse

- Referral Rewards are intended to encourage genuine personal recommendations of the Programme and must not be used to create artificial, fraudulent or abusive Reward-generating activity.
- Without limiting clause 17, prohibited referral conduct includes creating or controlling multiple Accounts to generate referral Rewards, referring yourself or creating an Account using your own Referral Code, providing false or fabricated information, using bots, scripts or automated registrations, buying, selling or exchanging referrals as part of a scheme primarily intended to generate OVI, manipulating activity, Telemetry, transactions or redemptions to create a qualifying referral action, coordinating artificial referrals with another person, or otherwise attempting to obtain referral Rewards where the underlying referral or activity is not genuine.

Referral review and changes

- Ovitoz may use reasonable technical, account, device, transaction, activity and other fraud-prevention measures to verify referrals and determine whether the applicable referral requirements have been satisfied.
- Where Ovitoz reasonably suspects referral fraud, manipulation or abuse, it may place the relevant Rewards in pending status, withhold or reverse a referral or welcome Reward, request reasonable verification, disregard an affected referral or temporarily restrict participation in the referral programme while the matter is investigated.
- Where Ovitoz determines following a reasonable review that a Customer has materially abused the referral programme, Ovitoz may reverse improperly obtained Rewards and take proportionate action under clause 17 and, where appropriate, clause 22.
- The referral programme is a promotional feature of the Programme and does not create an entitlement to an indefinite or permanent opportunity to earn referral Rewards. Subject to applicable law and any Rewards already validly earned, Ovitoz may introduce, modify, suspend or discontinue the referral programme, change the applicable referral or welcome Reward, amend the qualifying action or alter applicable referral limits from time to time.

10. Rewards: Earnings, Redemption and Exclusions

Earning rewards

- A Customer may earn Rewards by completing a Qualifying Transaction or satisfying the requirements of an applicable Offer.
- The applicable Reward rate, value or benefit will be the rate, value or benefit displayed or communicated for the relevant Offer at the time the qualifying activity takes place, subject to the applicable Offer Terms.
- Unless otherwise specified in the applicable Offer Terms, Rewards are calculated on the qualifying net transaction value after discounts, credits, cancellations, returns and other deductions.
- Delivery charges, taxes, service charges, transaction fees, tips, gift cards, warranties and other ancillary charges may be excluded from the amount on which Rewards are calculated where specified in the applicable Offer Terms.
- A transaction may be required to be successfully completed, paid for and verified before it becomes a Qualifying Transaction.
- Ovitoz may rely on transaction information supplied by the relevant Brand Partner or its payment, loyalty, technology or other service providers to determine whether a transaction qualifies for a Reward.
- Accordingly, Rewards may not appear in your Account immediately after a transaction.

Redeeming rewards

- Confirmed Rewards may be redeemed in the manner displayed on the Platform or otherwise communicated by Ovitoz.
- Redemption options may include vouchers, discounts, partner benefits, products, services, account credits or such other options as Ovitoz may make available.
- Redemption options may be subject to different minimum Reward Balance requirements, expiry dates, usage restrictions, participating locations, product or service exclusions, and additional terms and conditions.
- Once a Reward has been redeemed, the corresponding amount or number of Rewards will be deducted from your Reward Balance.
- Unless required otherwise by applicable law or expressly stated in the applicable Offer Terms, completed Reward redemptions are final and cannot be cancelled, exchanged or reversed.

Excluded and non-qualifying transactions

- A transaction will not qualify for a Reward where it does not satisfy the applicable Offer Terms.
- Without limiting clause 13, Rewards may be excluded or reversed where a transaction is cancelled, reversed or refunded, goods are returned, payment fails or is subsequently reversed, a transaction was completed outside the applicable Offer period, an excluded product, service or category was purchased, the applicable minimum or maximum spend was not satisfied, a coupon, discount or promotional code incompatible with the Reward was used, the transaction cannot reasonably be verified, the Brand Partner does not report or validate the transaction, the transaction was duplicated or incorrectly attributed, the transaction involved fraudulent, abusive or artificial activity, or the applicable Offer Terms otherwise provide that the transaction does not qualify.

11. Rewards: Status and Corrections

Pending and confirmed rewards

- Rewards displayed in your Account may be identified as pending, confirmed, available, redeemed, reversed, expired or by another appropriate status.
- A pending Reward is provisional and does not constitute a final entitlement to the Reward.
- A Reward may remain pending while Ovitoz or the applicable Brand Partner verifies that the transaction occurred, payment was successfully completed, the transaction satisfies the applicable Offer Terms, the goods or services have not been returned or cancelled, any applicable cooling-off, cancellation or return period has expired, and the transaction is not fraudulent, duplicated, manipulated or otherwise ineligible.
- A Reward will become available for redemption only once it has been confirmed in accordance with the applicable Programme rules.
- Verification periods may differ depending on the Brand Partner, product or service, transaction type and Offer.

Reward corrections

- Ovitoz will endeavour to ensure that Rewards are accurately recorded against Customers' Accounts.
- Errors may nevertheless occur as a result of, among other things, Brand Partner reporting, system errors, transaction reversals, delayed data, incorrect transaction information or technical failures.
- Ovitoz may correct a Reward Balance where reasonably necessary to correct an error, reverse a Reward relating to a cancelled, refunded or returned transaction, correct a duplicated Reward, give effect to information received from a Brand Partner, correct Rewards obtained through fraud or misuse, or otherwise ensure that the Account accurately reflects Rewards properly earned under these Terms.
- Where you believe a Qualifying Transaction has not been correctly recorded, you should notify Ovitoz within 90 days after the transaction and provide such reasonable supporting information as Ovitoz may require.

12. Complaints and Queries

- If you have a query regarding a Reward, transaction or Account, please contact Ovitoz using the contact details available on its website and subject to change from time to time.
- Ovitoz may require reasonable evidence relating to the relevant transaction, including a receipt, order confirmation, transaction date, Brand Partner details or other information necessary to investigate the query.
- Ovitoz will investigate complaints and Reward queries in good faith and within a reasonable period.

13. Vouchers, Coupons and Discount Codes

- Ovitoz or a Brand Partner may issue vouchers, coupons, promotional codes or other redemption instruments (Vouchers) from time to time.
- A Voucher may provide a fixed-value or percentage discount, apply only to specified products or services, be subject to a minimum or maximum transaction value, be limited to specified Brand Partners, locations or channels, be limited to one use, be limited to one Voucher per transaction, be personal to the Customer, not be transferable, not be capable of combination with other discounts or promotions, and be subject to an expiry date.
- The specific conditions displayed with a Voucher form part of the applicable Offer Terms.
- Unless expressly stated otherwise, a Voucher has no cash value, cannot be exchanged for cash, cannot be resold and cannot be transferred between Accounts. The consequences of expiry depend on the type of Voucher and the reason for expiry as set out in clauses 13 and 15.
- Voucher expiry circumstances and consequences are addressed in clause 15.
- Ovitoz may require reasonable verification of a Voucher or the communication through which it was issued before permitting redemption.

14. Returns, Refunds and Cancellations

- Purchases from Brand Partners remain subject to the applicable Brand Partner's return, refund, exchange and cancellation policies and your rights under applicable law.
- Where a transaction in respect of which a Reward was earned is subsequently returned, cancelled, refunded or reversed, the corresponding Reward may be cancelled or deducted from your Reward Balance.
- Where the relevant Reward has already been redeemed, Ovitoz may, to the extent permitted by law, deduct the relevant amount from future Rewards, adjust your Reward Balance, or take such other reasonable steps as may be necessary to correct the Account.
- Where a Voucher or discount was used to purchase an item that is subsequently returned, any refund from the Brand Partner may be calculated by reference to the amount actually paid by you rather than the undiscounted price, subject to applicable law and the Brand Partner's return policy.

15. Expiry of Rewards

- OVI is deducted from your Account only on confirmed redemption at the point of sale. Generating a Voucher — whether an OVI-generated Brand Partner Voucher or a Brand Partner Voucher more generally — does not deduct, reserve or otherwise affect your Reward Balance.
- Rewards and Vouchers may be subject to expiry or validity periods. All local merchant Vouchers generated with OVI expire 48 hours after they are claimed. Expiry may also arise where the relevant Brand Partner or Offer Terms impose an expiry date or validity period on the Reward or Voucher.
- External Partner Deals: promo codes and discounts offered through External Partner Deals are governed by the partner brand's own expiry terms and are exempt from the 48-hour Ovitoz Voucher expiry rule.
- The applicable claim period, expiry date or validity period will, where relevant, be displayed on the Platform, in your Account, on the Voucher or in the applicable Offer Terms. A Customer is responsible for claiming and using a Voucher within the applicable period.
- Should an OVI-generated Brand Partner Voucher expire because it was not claimed within the applicable 48-hour claim window, the expired Voucher cannot be redeemed. Because generating the Voucher did not deduct any OVI from your Reward Balance, your balance is unaffected by the expiry, and you may generate a new claim ticket for the same Offer, subject to these Terms.
- Should a Brand Partner Voucher expire because the Brand Partner's stated expiry date or validity period has passed, the Voucher will be treated as expired, cannot be redeemed and will not be replaced. As with clause 15.3, your Reward Balance is unaffected by the expiry, since no OVI was deducted when the Voucher was generated. Once expired, however, that specific Voucher cannot be reissued, extended or exchanged for an alternative Offer.
- You are responsible for monitoring the validity periods applicable to your Rewards.

16. Promotions and Campaigns

- Ovitoz and/or Brand Partners may conduct promotions and campaigns from time to time.
- Promotions may be available for a limited period, to a limited number of Customers, for limited stock or only through specified channels.
- Additional terms applicable to a promotion will be communicated with the promotion and form part of the applicable Offer Terms.
- Where a campaign constitutes a promotional competition for purposes of the Consumer Protection Act, 2008, separate competition rules may apply.
- Ovitoz may correct an obvious error in an Offer or promotion, subject always to applicable law.

17. Fraud, Abuse and Prohibited Conduct

- You may not manipulate, misuse or abuse the Programme or attempt to obtain Rewards to which you are not legitimately entitled.
- Without limiting clause 21, prohibited conduct includes creating multiple Accounts to obtain duplicate benefits, providing false or misleading information, fabricating or manipulating transactions, repeatedly purchasing and returning goods for the purpose of earning Rewards, unauthorised use of another person's Account, selling, transferring or trafficking Rewards or Vouchers contrary to these Terms, exploiting technical errors or vulnerabilities, manipulating or abusing the referral programme, using automated tools, bots or scripts to manipulate the Programme, interfering with the Platform or its security measures, or otherwise acting fraudulently, unlawfully or abusively.
- Where Ovitoz reasonably suspects fraudulent or abusive activity, it may temporarily place affected Rewards in a pending status or restrict the affected Account while the matter is investigated.
- Following a reasonable investigation, Ovitoz may reverse improperly obtained Rewards, suspend or terminate the Account or take such other proportionate action as may be appropriate.
- Ovitoz may request information or documentation reasonably necessary to investigate suspected fraud or misuse.

18. Platform Use

License to use the Platform

- Subject to these Terms, Ovitoz grants you a limited, revocable, non-exclusive, non-transferable licence to access and use the Platform for your personal use and participation in the Programme.
- No ownership or other intellectual property rights in the Platform are transferred to you.

Acceptable use

- You may not use the Platform for an unlawful purpose, attempt to gain unauthorised access to the Platform or another Customer's Account, introduce malware, viruses or harmful code, interfere with the operation or security of the Platform, scrape, harvest or systematically extract data without Ovitoz's permission, reverse engineer, decompile or attempt to derive the source code of the Platform except where permitted by law, reproduce or commercially exploit Platform content without permission, or use the Platform in a manner that infringes the rights of Ovitoz, a Brand Partner or any third party.

Platform availability

- Ovitoz will use reasonable efforts to maintain the availability and functionality of the Platform but does not guarantee uninterrupted or error-free access.
- Access may occasionally be interrupted because of maintenance, upgrades, telecommunications failures, third-party systems, security incidents or circumstances beyond Ovitoz's reasonable control.
- Ovitoz may introduce, change, suspend or discontinue Platform features from time to time, provided that it will comply with applicable law where such change materially affects existing Customer rights.

19. Third-Party Services and Links

- The Platform may contain links to, integrate with or make use of third-party websites, applications, platforms, payment services, social networks or other services.
- Third-party services are governed by their own terms and privacy policies.
- The inclusion of a link or integration does not, by itself, constitute endorsement by Ovitoz of the relevant third-party service.
- Ovitoz is not responsible for third-party services that are outside its reasonable control, subject to applicable law.

20. Privacy and Communications

Personal information

- Ovitoz processes personal information in accordance with its Privacy Policy and applicable data protection legislation, including the Protection of Personal Information Act, 2013 (POPIA). For more information on POPIA and Promotion of Access to Information Act (PAIA) compliance, the current Privacy Policy Statement and PAIA Manual should be consulted, as available on our website and updated from time to time.
- Participation in the Programme may require Ovitoz to process your identity and contact details, Account information, transactions and purchases, Rewards earned and redeemed, your interactions with Brand Partners, device and Platform usage information, referral codes, referral attribution and referral programme participation information, activity and workout information, including steps, activity type, duration and intensity, health and fitness Telemetry used for the Programme, including heart-rate data and calculated heart-rate zones, and location, motion, device and verification data used to validate qualifying activity and detect fraud or manipulation, and such other information described in the Ovitoz Privacy Policy.
- Ovitoz may receive transactions and other relevant information from Brand Partners and service providers where reasonably necessary to operate the Programme, verify Qualifying Transactions, calculate Rewards, prevent fraud and provide the Services.
- Further information about how Ovitoz collects, uses, shares, retains and protects personal information and how you may exercise your rights is contained in the Ovitoz Privacy Policy.

WhatsApp AI chatbot

- Ovitoz may make an AI-enabled chatbot available through WhatsApp or another messaging channel approved by Ovitoz. Where you choose to interact with the Ovitoz chatbot through WhatsApp, your use of WhatsApp is also subject to the terms, privacy practices and technical operation of WhatsApp and its relevant service providers. Information you submit through the chatbot may be processed by Ovitoz and its authorised technology or AI service providers for the purposes described in the Ovitoz Privacy Policy.
- You should not submit information through the chatbot that is not reasonably necessary for your interaction with Ovitoz.
- Where consent is required under POPIA or other applicable law for chatbot messaging, direct marketing or the processing of particular categories of personal information, Ovitoz will obtain the required consent before carrying out that processing. You may withdraw an applicable messaging or marketing consent through the mechanisms made available by Ovitoz, subject to communications reasonably necessary to administer or secure your Account.

Electronic communications

- By using the Platform, you consent to receive service-related communications electronically, including Account notifications, Reward confirmations, security notices and changes relating to the Programme.
- Where required by law, marketing communications will only be sent where the appropriate consent or other lawful basis exists.
- You may unsubscribe from direct marketing communications using the unsubscribe mechanism provided in the relevant communication or through the applicable Account settings.
- Opting out of marketing communications will not prevent Ovitoz from sending communications reasonably necessary for the operation, security or administration of your Account.

21. Liability and Consumer Rights

Important consumer protection notice

- Nothing in these Terms is intended to exclude, restrict or modify any right or remedy which cannot lawfully be excluded or restricted under the Consumer Protection Act, 2008, the Electronic Communications and Transactions Act, 2002, POPIA or any other applicable law.
- If any provision of these Terms conflicts with a mandatory consumer protection right, the applicable law will prevail to the extent of the conflict.

Disclaimers

- Ovitoz provides and administers the Programme and Platform but does not warrant that every Reward, Offer or Brand Partner will remain continuously available.
- Information concerning Brand Partner goods, services, prices and promotions may be supplied by the relevant Brand Partner. Ovitoz will take reasonable steps to present such information accurately but is not responsible for inaccuracies attributable to information supplied by a Brand Partner, subject to applicable law.
- The Platform is provided on an as available basis, subject to your statutory rights.

Limitation of liability

- To the maximum extent permitted by applicable law, Ovitoz will not be liable for indirect, incidental, special or consequential loss arising from use of the Programme or Platform where such loss was not reasonably foreseeable or was caused by circumstances beyond Ovitoz's reasonable control.
- Ovitoz will not be responsible for a Brand Partner's independent acts or omissions in supplying goods or services, except to the extent that Ovitoz is responsible under applicable law.
- Nothing in these Terms excludes or limits liability to the extent that such liability cannot lawfully be excluded or limited, including liability arising from gross negligence where applicable law prohibits its exclusion.

22. Suspension and Termination

Suspension or termination by Ovitoz

- Ovitoz may suspend or terminate an Account where reasonably necessary because the Customer materially breaches these Terms, Ovitoz reasonably suspects fraud, unlawful activity or material abuse of the Programme, the Account presents a material security risk, Ovitoz is required to do so by law or a competent authority, or the Programme is discontinued.
- Where reasonably practicable and appropriate, Ovitoz will notify you of the suspension or termination and the reason for it.
- Rewards obtained through fraud, error, abuse or a material breach of these Terms may be cancelled.
- Rewards legitimately earned before termination will be dealt with in accordance with applicable law and any termination arrangements communicated by Ovitoz.

Suspension or termination by you

- You may stop participating in the Programme and request closure of your Account at any time through the functionality provided on the Platform or by contacting Ovitoz.
- Before closing your Account, you should redeem any available Rewards that are capable of redemption.
- Subject to applicable law, unredeemed Rewards may be forfeited when your Account is closed after you have been given a reasonable opportunity to redeem them.
- Closure of your Account does not affect rights or obligations that arose before termination.

23. Your Account and Account Security

- You are responsible for maintaining the confidentiality and security of your Account credentials, passwords, verification codes and other authentication information.
- You must notify Ovitoz as soon as reasonably possible if you become aware of unauthorised access to your Account, the loss or compromise of your login credentials, suspected fraudulent activity involving your Account, or any incorrect or unauthorised transaction reflected against your Account.
- You may not permit another person to use your Account or impersonate another Customer.
- Ovitoz may implement authentication, verification, transaction limits and other security measures to protect Customers, Brand Partners and the Programme against fraud, abuse and unauthorised access.
- We may temporarily restrict access to an Account where reasonably necessary to investigate suspected fraud, unauthorised access, security incidents or misuse of the Programme.

24. Amendments to Terms and Operations

Changes to the Programme

- Ovitoz may modify the Programme from time to time, including its features, Reward structures, participating Brand Partners, eligibility criteria and redemption options.
- Where a change materially and adversely affects Customers' existing rights, Ovitoz will provide reasonable notice where required by applicable law.
- Ovitoz may make changes without advance notice where reasonably necessary to comply with law, address fraud or security risks, correct errors, address circumstances beyond Ovitoz's reasonable control or make changes which do not materially prejudice Customers.

Changes to these Terms

- Ovitoz may amend these Terms from time to time.
- The current version will be made available on the Platform and will state the date on which it was last updated.
- Where a material amendment affects your rights or obligations, Ovitoz will provide reasonable notice where required by applicable law.
- Your continued use of the Programme after an amendment takes effect constitutes acceptance of the amended Terms, subject to applicable law.

25. Miscellaneous

Force majeure

- Ovitoz will not be liable for a delay or failure to perform an obligation to the extent caused by an event beyond its reasonable control, including telecommunications failures, widespread internet outages, natural disasters, governmental action, civil disturbance, strikes, infrastructure failures or failures of third-party systems, subject to applicable law.

Assignment

- You may not transfer your Account or your rights under these Terms to another person without Ovitoz's prior written consent.
- Ovitoz may transfer its rights or obligations relating to the Programme as part of a restructuring, merger, acquisition, sale of business or similar transaction, provided that such transfer does not unlawfully prejudice your rights.

Severability

- If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be treated as severable to the extent necessary and the remaining provisions will continue in force.

No waiver

- A failure or delay by Ovitoz to exercise a right under these Terms does not constitute a waiver of that right.

Entire agreement

- These Terms, together with the Privacy Policy and any applicable Offer Terms or policies expressly incorporated into them, constitute the agreement between you and Ovitoz concerning your participation in the Programme.

Governing law and disputes

- These Terms and the Programme are governed by the laws of the Republic of South Africa.
- Customers are encouraged to first submit any complaint or dispute to Ovitoz so that the parties may attempt to resolve the matter informally.
- Nothing in these Terms prevents a Customer from exercising any right to approach a court, tribunal, consumer protection authority, regulator, ombud or other body having jurisdiction under applicable law.
- Subject to any mandatory consumer protection rights, the courts of the Republic of South Africa will have jurisdiction in respect of disputes arising from these Terms.

Electronic transactions information

- To the extent required by the Electronic Communications and Transactions Act, 2002, Ovitoz will make the prescribed information concerning the operator of the Platform available on the Platform, including its legal name, registration information, contact details and other information required by law.

Legal notices and contractual inquiries

- Formal legal notices, contractual communications and terms inquiries must be sent in writing to the Privacy & Compliance Officer at privacy@ovitoz.co.za.
- The Ovitoz Legal Team will acknowledge formal notices and respond within a reasonable period.

Intellectual property

- All intellectual property rights in the Platform and its content, including software, databases, text, graphics, logos, trademarks, designs, images and other materials, are owned by or licensed to Ovitoz or the relevant rights holder.

- Brand Partner names, logos and trademarks remain the property of the applicable Brand Partner or rights holder.
- You may not use Ovitoz or Brand Partner intellectual property except as expressly permitted through the ordinary use of the Platform.

Email: privacy@ovitoz.co.za
Privacy & Compliance Officer: The Ovitoz Legal Team