

CHECKERS Sixty60 FOOD APPLICATION TERMS AND CONDITIONS

Last updated January 2025.

The Checkers Sixty60 mobile application (the 'App') is available for download on compatible electronic devices. The App is owned and operated by Shoprite Checkers (Pty) Ltd (registration no.: 1929/001817/07) ('Checkers', 'Checkers Sixty60', 'we', 'us' and 'our').

Our postal address is P.O. Box 215, Brackenfell. Our registered address is Cnr William Dabbs Street and Old Paarl Rd, Brackenfell, Western Cape. All legal documents must be served at this address. Checkers' telephone number is +27 (0)21 980 4000.

Should you have any queries concerning these terms and conditions or the Checkers Sixty60 Food Application, please contact us via our App or call our help centre on 0800 00 6060.

1. Introduction

1.1 The App enables “you”, the registered App user, to order and purchase food, beverages and other products (collectively the “products”) and receive delivery to your selected address.

1.2 These terms and conditions (“Terms”) as amended from time to time, apply to the ordering, purchase and delivery of products on the App.

1.3 These terms and conditions are binding and enforceable against you when you access or use the App.

1.4 By using the App, you acknowledge that you have read and agree to be bound by these Terms. You must not use the App if you do not agree to these Terms.

1.5 We reserve the right, without notice and at our sole and absolute discretion, to amend these Terms from time to time. Such changes will take effect when they are published. Should there be any material changes to these Terms, we will notify you if it is reasonably and practicably possible. You must regularly familiarise yourself with the content of these Terms.

1.6 If you continue to use the App after amended Terms are published, you will be deemed to have accepted the amended Terms.

2. Registration

2.1 You must be registered on the App before you can use it.

2.2 You must ensure that your details registered on the App are accurate, complete and up-to-date at all times, so that we can contact you to communicate any updates on your orders.

2.3 Our Support Centre may guide you through the process of completing your registration on the App, but is unable to register on your behalf.

3. Linking your Xtra Savings card

3.1 You must link your active Xtra Savings card to your App profile to qualify for any Xtra Savings deals on the App.

3.2 Registration for the Xtra Savings programme cannot be done via the App and will need to be completed on the existing Xtra Savings channels or in one of our stores before the card can be linked to your App profile.

4. Customer consent

We need your consent for the use and processing of your information so you can use the App. You may unsubscribe from receiving marketing notifications and/or marketing communications on the App. You therefore agree that your personal information may be processed according to these Terms insofar as you have provided the necessary consent.

5. Your correct contact information is essential

5.1 Certain deals and promotions will be sent to you via direct marketing channels, for

example email, sms, WhatsApp or via our App. You must ensure that we always have your correct contact details to ensure that you receive our offers and communications.

5.2 We cannot accept responsibility if you do not receive certain offers and communications, or if a delivery fails due to incorrect details that you provided.

6. Direct marketing communications

6.1 By supplying us with your personal information and by consenting thereto, you agree to receive direct marketing communications from us on your chosen communications channel insofar as it relates to the use of the App.

6.2 If, at any time, you wish to withdraw your consent to receive direct marketing communications from us, you may opt-out from any of our marketing channels, either when you first register on the App or at any time thereafter. When we send you additional communications, you can opt-out by exercising the opt-out function on the channel used to communicate with you, or you may contact our Support Centre.

7. Information processing

7.1 Use of your confidential and personal information

7.1.1 We are committed to protecting your privacy.

7.1.2 To make use of the App and services you will be asked to provide us with certain personal information to enable us to fulfil and deliver your product orders.

7.1.3 The choice of providing us with this information remains your own. Please note that if certain information is not provided, we may not be able to provide you with the services.

7.1.4 We will not use or disclose your personal information without your permission, unless we have a legal duty to do so, or is required to do so in the course of the provision of the services to you.

7.1.5 By registering on the App, you consent that we may record, use and hold the following types of information about you, which may include personal information:

7.1.5.1 All information contained in the forms or other documentation that you submit to us, and any other subsequent information or details you update or provide afterwards. This may include your name, contact details, address, age, identity/passport number and transaction records;

7.1.5.2 Information we use to process your registration on the App;

7.1.5.3 Other demographic and lifestyle information which is derived from your shopping patterns when using the App and a payment card;

7.1.5.4 Your delivery address;

7.1.5.5 The location of your use of the App;

7.1.5.6 Details of when you contact us and when we contact you. This includes, for example, email addresses, telephone numbers you contact us from and the content of the communications with us, which may also record.

7.1.6 We need your information for the following purposes

7.1.6.1 To enable and improve your use of the App;

7.1.6.2 To make sure that the information we receive and records about you are and remain accurate, complete and up-to-date;

7.1.6.3 To conduct market research and data analysis, understand your preferences, learn more about the products and services that you are interested in and improve the products and services we offer you;

7.1.6.4 To inform and provide you with the chance to use products, services and benefits we offer and believe may be of interest to you, to the extent that we may legally do so;

7.1.6.5 For other purposes as you may agree to or as may otherwise be legally allowed, whether to protect our or your interests or those of our suppliers and other customers; and

7.1.6.6 To issue promotional codes and discounts to you from time to time at our sole discretion, subject to terms and conditions set out in the relevant communication.

7.2 Protecting your personal information

7.2.1 We will implement reasonable technical and organisational controls to ensure that your personal information is protected against unauthorised or accidental access, processing or loss.

7.2.2 We keep your personal information private, and only disclose it to other companies if you ask us to, or if they need it to help us provide a product or service to you.

7.2.3 Where we use any other person or organisation to host, manage or process your personal information on our behalf, we will require them to implement the same or similar controls to protect your personal information.

7.2.4 As soon as reasonably possible (provided that we are not prevented from doing so by any law enforcement or regulatory agency), we will notify you if we believe that there was unauthorised access to your personal information, and we will provide you with such information as you may reasonably require.

7.3 Sharing your personal information

7.3.1 You agree that we may transfer or make your personal information available to the following persons and organisations (whether they are located in or outside South Africa) to achieve the data processing purposes set out herein and to ensure the functioning of the App:

7.3.1.1 To the divisions and entities within the Shoprite Group if necessary;

7.3.1.2 To any supplier, supporter or underwriter of products or services that we provide to you, but only to the extent to which it relates to your subscription to and use of our products and services. This may include product suppliers and providers of delivery, data hosting, processing and management services;

7.3.1.3 To any person to whom we cede, delegate, transfer or assign any of our rights or obligations.

7.4 Retention of personal information

We may retain your information for as long as you are registered on the App, or for as long

as we have a reasonable business need to do so, such as managing our relationship with you and managing our operations and for at least 3 (three) years after you stop doing so or request us to delete your profile, or for such longer period as may be required or permitted by law.

7.5 Your rights regarding your information

7.5.1 You have a right to know what information we retain about you and to whom we have disclosed such information. For more information, please see our PAIA Manual on <https://www.shopriteholdings.co.za>

7.5.2 It may take up to 21 (twenty-one) days to respond to your request.

7.5.3 Please note that we will only be able to fulfil your request if permitted to do so by law and provided that doing so does not unreasonably prejudice our legitimate interests or those of any third party.

7.5.4 You are entitled, in terms of the Protection of Personal Information Act 4 of 2013, to submit a complaint to the Information Regulator in the prescribed manner and form, if you suspect interference with your personal information by us. The contact details of the Information Regulator for this purpose are: complaints.IR@justice.gov.za

7.5.5 For more information on why and how we collect, use and store your personal information, please refer to the Shoprite Group Data Privacy Statement on <https://www.shopriteholdings.co.za>

8. Passwords and security

8.1 You must keep your App username and password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders under your username and password. Once your username and password have been entered (in relation to the App), irrespective of whether the use of the username and/or password is unauthorised or fraudulent, you will be liable for payment of any resulting order. If you know or suspect that someone else knows your password, you should reset your password on the App as soon as possible and contact our Support Centre.

8.2 If we have reason to believe that there is or was likely a breach of security or misuse of

our App, we may require you to change your password, or we may suspend your account without prior notice.

9. Placing an order

9.1 Orders can only be placed via the App and not via any other medium. Our Support Centre may guide you through the process of placing an order, but is unable to place the order on your behalf.

9.2 You must indicate your delivery address before browsing our product catalogue and placing an order on the App. If your delivery address does not fall within an area currently serviced by us, you will be able to provide us with your email address and be notified when your delivery address in future falls within a serviced area. We may at any time suspend or terminate the availability of this service in your area, or products on the App, at our sole discretion.

9.3 The final step in placing your order will be by confirming the accuracy of your basket, your replacement preferences and your chosen payment method.

9.4 You must have a valid TV licence in order to purchase a television.

10. Order confirmation and acceptance

10.1 Your order is confirmed on completion of the checkout process, which includes us receiving electronic confirmation from your bank that the order amount has been authorised.

10.2 The final order amount may be higher or lower than the order value at order placement, due to:

- Replacement products priced higher or lower than the products you ordered, should these be out of stock,
- Products priced per kilogram, where the actual weight of the product selected by the fulfilment store may differ with the projected weight of the product on the App.

10.3 Selection of replacement products during the ordering process:

10.3.1 We make every effort to ensure that our stock availability on our App is as accurate as possible, but from time to time we are unable to locate stock of a product that has been requested, so we offer the following options during the ordering process on the App:

- you may choose not to receive a replacement and you accept that we will not provide one; or

- you may request a specific replacement from the replacement list provided per product, or by browsing our full catalogue to find a suitable replacement;

10.3.2 The replacement option selected by you will apply to future orders.

10.3.3 The fulfilment store will try to select a suitable replacement in the same price range of the original product ordered, subject to availability, where a replacement option was not selected. The price of the replacement may exceed or be less than that of the original product and you will be charged the price of the replacement. Due to the subjective nature of selecting an appropriate discretionary replacement, your remedy, should you find any replacement inappropriate, is limited to returning the product to a Checkers store for a full refund or replacement. To avoid disappointment, please present your tax invoice as proof of purchase when discussing the return with a member of staff at our store, either in electronic or hard copy format.

10.3.4 Should the price of a replacement product result in the order value exceeding the value authorised by your bank when placing the order by more than 25%, then you will be asked to approve this replacement. If no approval is received, we will not replace the product that was ordered.

10.3.5 For the avoidance of doubt, should you not want a particular replacement offered, we will not return with another preferred product to replace the unwanted one. This term extends to any product, not just those replaced.

10.3.6 In the event where a combo deal is fully or partially out of stock, every effort will be made to present suitable replacements, both during the order placement and fulfilment process, to restore the deal.

10.3.7 We will first fulfil as much of the originally requested product as is available, before providing the balance as a replacement.

10.3 Should replacement products or the final weight of products priced per kilogram result in:

10.3.1 an increase to your order value, an additional payment is requested from your bank for the difference (i.e. the increase in value) before your order is finalised and dispatched for delivery.

10.3.2 a decrease to your order value, or where an order is finalised and the final value is less than the original payment, we will automatically credit your App wallet with the balance.

10.4 Where products are ordered by weight, our fulfilment store will try to provide you with an amount as close to the requested weight as possible. The actual product weight you receive may exceed or be less than the weight requested, but not by more than 20%. A replacement product will be selected in line with these Terms, if the weight of the product you ordered cannot be found within the 20% tolerance level. The price charged will be solely based on the actual weight of the product that you received and not the requested weight. We will not re-deliver products returned due to weight or cost differences within the stated tolerance of 20%.

10.5 The final order amount will be subtracted from your bank account once your order has been finalised at the fulfilment store, and once the price impact of replacement products and the final weight of products priced per kilogram are known. The final order amount will be calculated as follows:

- The value of the products ordered,
- Less: the value of products ordered that are out of stock,
- Plus: the value of replacement products selected,
- Less: the requested weight and corresponding value of products ordered that are priced per kilogram,
- Plus: the actual weight and corresponding value of products ordered that are priced per kilogram,
- Plus: the delivery fee,
- Less: any App wallet credit (where applicable),
- Less: the value of promotional coupons (where applicable).

10.6 Combo deals will be honoured based on when the order is placed and paid for, regardless of when the order is fulfilled.

10.7 The App may be offline from time to time, which may result in advertised promotions not being triggered during checkout. There may be a pop-up informing you of this. We will

not honour these promotions and will not accept any liability of such promotions lost as a result thereof.

10.8 You may request a VAT invoice on the App by selecting your order located under “Orders” in your profile. The invoice will be sent to you and will include details of the products you ordered and any associated delivery information. The product pricing included in the invoice is the pricing applicable on the day that your order was placed on the App.

10.9 Non-acceptance of an order may be as a result of factors including but not limited to the following:

- The product that you ordered is not available from stock in the fulfilment store;
- We are unable to process your payment; or
- You do not meet the eligibility criteria to order certain regulated products (including, but not limited to liquor products, electronic nicotine delivery systems (“vaping products”), or any other product that contains nicotine (“nicotine products”).

11. Payment and App wallet credit

11.1 You must pay for the products ordered during checkout. Once the order is finalised at the fulfilment store, the final value of the products may vary from the paid amount. Total payment required is for the actual invoiced amount before the products will be delivered.

11.2 Where your final invoiced value is less than the original payment, We will automatically credit your App wallet with the difference.

11.3 Where the final invoiced amount is higher than originally paid, we will deduct the difference from the authorised payment type supplied by you when completing your order.

11.4 You will be charged the exact cost of your order.

11.5 By submitting your order and payment card details, you warrant that you are at least 18 years old, are authorised to make payment with the payment card, and that there are sufficient funds available to pay for the order.

11.6 Only the following payment methods are accepted:

- Visa or MasterCard credit cards, or

- Pin-based debit cards (where the debit card is issued with an expiry date and a CVV number).

11.7 We do not store any of your payment information. Your credit or debit card details are encrypted and transmitted directly to our secure payment gateway.

11.8 You are entitled to cancel a payment where fraudulent use of your payment card has been made by another person not acting on your behalf.

11.9 It is your responsibility to ensure that the expiry date of your payment card is after the requested dispatch date of your order and that your payment card has sufficient funds to cover the purchase. If the payment card has expired, or there are insufficient funds, we will be unable to take payment and fulfil your order.

11.10 If your payment for an order fails, a message will appear on the App's checkout screen advising you of the payment error. Your bank may also send you a notification advising you that your payment has failed. You may be able to add new payment details on the App to reattempt payment.

11.11 We accept no liability or responsibility for any losses whatsoever, as a consequential result of a failed payment and subsequent order cancellation or delay.

11.12 To protect your personal data and to ensure our compliance with applicable laws, our Support Centre agents are not allowed to accept alternative payment details telephonically or via any other medium. This is for your protection and to maintain the security of our service.

11.13 App wallet credit: App wallet credit will automatically be applied to discount your next online order. Alternatively, you may request via the App for the credit to be refunded into your bank account, which will take between 3 (three) to 5 (five) working days to reflect. Any unused credit in your App wallet will be deemed forfeited and will expire 3 (three) years after the credit is passed to your App wallet. The App credit is non-interest bearing.

12. Changing your order

If you want to change your order, you must do so via the App before the cut-off time for the respective order, which is when the finalisation of the order at the fulfilment store has

commenced. If the order amount is higher, another authorisation is requested from your bank to hold the revised order amount as per these terms and conditions.

13. Cancellation of orders before delivery or collection

If you want to cancel your order, you must do so via the App before the cut-off time for the respective order, which is when the finalisation of the order at the fulfilment store has commenced. Cancellations after the cut-off time must be done by rejecting the order when the driver delivers it. A credit may be passed to your App wallet when the products in your order have been returned to our store's stockholding, however the delivery fee and any promotional coupons (where relevant) will not be credited to you.

14. Risk and ownership of the products

14.1 The ownership and risk associated with the products that you purchased will be vested in us until the products are handed over to you during delivery. You assume all risk in the damage, disappearance or theft of products after delivery.

14.2 Please note that we cannot be held responsible for orders placed incorrectly on our App, even if the error was in good faith. Should an order error be discovered during the delivery process, you must follow our general returns process described in these Terms. We will not be responsible for delivering the originally intended product, unless as part of a new delivery and/or subject to a further delivery charge.

15. Availability

15.1 All offers and products are subject to availability and while stocks last.

15.2 Only products indicated as available on our App can be purchased.

15.3 Products stocked in stores that are not indicated as available on our App, do not form part of our catalogue and therefore cannot be ordered. We may occasionally run out of stock before we can update our stock availability on the App. We try to keep this to a minimum, but you may select replacement options in the event that we are unable to fulfil your original request.

15.4 Some products that are available in-store will not be available on our App, for example tobacco products. The online sale of tobacco products is prohibited in terms of the Tobacco Products Control Act of 1993.

16. Delivery areas, restrictions and exclusions

16.1 We only deliver to certain areas, as offered on our App. From time to time, and with no prior notice, we will update the delivery coverage areas. We always aim to expand our coverage, but we reserve the right to limit deliveries to certain areas, which are subject to change.

16.2 We also reserve the right to withdraw our delivery services to you under certain circumstances, including but not limited to:

- dangerous delivery conditions that pose a health or safety risk for our delivery drivers or any assistants;
- unavailability of free, suitable and legal parking space;
- excessive distance between the vehicle offload point and the final customer handover point, including any unreasonable requirement or expectation to climb stairs or negotiate other physical obstacles;
- repeated failed deliveries due to factors beyond the driver's control, including but not limited to: security complexes that do not allow deliveries or that struggle to reach the customer; the customer (or person nominated by the customer to receive deliveries) repeatedly not being available, or being younger than 18 for orders containing alcohol or nicotine products; the place of residence not having a doorbell or means of notifying the customer that the driver is outside, etc.

16.3 Delivery staff are not authorised to deliver orders under certain circumstances, including but not limited to the delivery of orders that contain liquor or nicotine products where persons accepting delivery are either under the age of 18 years, or unable to present proof that they are 18 years or older. The refusal of the delivery will apply to the entire order, and not only the liquor or nicotine products within the order. In such case you will not be entitled to a refund of the delivery costs or the reissue of any promotional offer.

16.4 We reserve the right to decline to fulfil any order, including bulk purchases of products on promotion or included in a special offer.

17. The delivery process

17.1 Delivery times offered may vary depending on the store from which your order will be picked and distributed and the products you order. At the point at which you place your order, the full list of available delivery times will be shown - this is based on your delivery address, which may be different from your registration address. Orders containing grocery products and non-grocery products may sometimes be delivered separately, in more than one batch and at different delivery times.

17.2 You can track the progress of your order on the App, including the location of the driver delivering your order. The driver may call you on the mobile number that you provided when you registered on the App, to locate you at your delivery address.

17.3 The driver will bring your order to the front door or gate (but not enter the building) of your chosen delivery address and electronically record the handover of the bags containing your order to the person accepting delivery, who will not be required to sign acceptance. The driver will deliver bags containing the products that you ordered, and not individually hand over each Product. You may receive additional documentation and be requested to physically sign for orders containing mobile devices and certain other electronic devices.

17.4 Drivers will confirm the order number and the intended recipient (as provided on the order) on request, as a means of verification. A photo of the driver and the delivery vehicle registration number will be displayed on your order tracking screen on the App.

17.5 The driver will conclude the order handover on an electronic device, which will monitor the driver's location to ensure that the handover takes place at your chosen delivery address. You will receive an order delivery confirmation notification on the App.

17.6 Under no circumstances will products be left unattended by the driver, even if you request it as a delivery instruction when placing the order.

17.7 It is your responsibility to be present (or to make sure that a person authorised to accept delivery is present) for the full duration of your chosen delivery slot. If no authorised person is available to accept your order, the driver will return the order to the fulfilment store, and a credit may be passed to your App wallet at our discretion once the products in your order are returned to the fulfilment store's stockholding. This credit will exclude the

cost of delivery, or any promotional coupons used to discount the original order (if applicable).

17.8 Adverse weather conditions, accidents, road work, unusual traffic congestion or any other event outside of our reasonable control may result in the occasional late or cancelled delivery, but we will try to contact you as soon as we are able to and reschedule your delivery time and date. Our entire liability to you for cancelled deliveries, if we accept such liability, will be limited to crediting your App wallet with the current price of any products not delivered, and the associated delivery charge.

17.9 Specific delivery requirements for SIM cards: When a SIM card is delivered, you are required to personally accept delivery and to have your barcoded ID book or ID card and proof of your residential address (like a bank statement, TV license, rates or Telkom account) with you that is not older than 3 months, otherwise the delivery of the SIM card will not be able to take place.

18. Delivery charges

A delivery fee is charged per order batch, for all delivery areas that we service. We reserve the right to change delivery charges at any time and without notice to you.

19. Quantity, order value and availability restrictions

All orders and promotions are subject to minimum and maximum quantity and/or order value restrictions. The availability of products and promotions is always area-specific. While we do our best to make these restrictions and conditions available to you via the App, we may not be able to do so because of factors beyond our control. We reserve the right not to fulfil any orders that do not adhere to these restrictions. We reserve the right to amend any restrictions at any time and without notice to you. Delivery charges, App credits and promotional coupons shall not count towards a minimum order value.

20. Missing, incorrect or damaged products at the point of delivery

20.1 Grocery products: If, at point of delivery, you become aware of missing, incorrect or damaged grocery products (e.g. leaking contents visible through the bag, or damaged

packaging visible through a tear in the bag), you have the right to refuse to accept the order. The driver will return the order to the fulfilment store, and a credit may be passed to your App wallet at our discretion once the products have been returned to the store's stockholding. Any promotional coupons used to discount the original order (if applicable) may be re-issued at our discretion. Alternatively, you may accept the order and log an issue via the App for the incorrect, missing or damaged grocery products within 48 hours of delivery, which may result in a credit being passed to your App wallet.

20.2 Non-grocery products: If, at point of delivery, you become aware of missing, incorrect or damaged liquor, nicotine or non-grocery products, the rules under the "Returns and refunds" clause apply.

20.3 We pride ourselves on the quality and accuracy of our delivery service. Accordingly, we monitor and investigate each customer's claims history.

20.4 We reserve the right in our sole and absolute discretion to block your account or restrict your ability to log an issue via the App temporarily or indefinitely, should we determine in our sole discretion that your claims/complaint history is more than the normal ratio.

21. Product information and images

21.1 Due to the quality of certain product images (as provided by third parties), product packaging redesign and improvements, the images may not always reflect exactly the product or pack you receive. Don't use product images to determine size or volume, rather refer to the description and any other available additional information on the App product page.

21.2 We will make as much product related information available on our App as possible. However, this information is gathered from various third-party sources and therefore we accept no responsibility and make no representation, nor give any warranty or undertaking, express or implied, as to the accuracy or completeness of any information provided on our App.

22. Liquor, nicotine products and other restricted products

22.1 To uphold our legal, ethical and social obligations as retailer of certain regulated products, there are a number of control checks throughout the purchase and delivery process of liquor and nicotine products, including requesting formal identification of anyone considered to be younger than 18 years. Additionally, the liquor license number of the fulfilment store where your order was finalised, is visible on the invoice that can be requested on the App after delivery of liquor products has taken place.

22.2 We will not sell liquor or nicotine products to you if you are under the age of 18 years, regardless of any supervision by a parent or guardian. You may be requested to provide proof of your age before accepting delivery of any liquor or nicotine products ordered via the App. The delivery of an order containing any liquor or nicotine products may be refused and you will be held liable for all charges relating to such order, should you or the person accepting delivery of such order fail to provide adequate proof that they are at least 18 years old, or appear to be under the influence of drugs or alcohol at the time of delivery or collection of such products.

23. Minors

By using the App you warrant that you are over the age of 18 years and that you have full legal capacity. If you are under the age of 18 years or not legally permitted to enter into a binding agreement, then you may only use the App with the supervision and permission of your parent/legal guardian. If your parent or legal guardian supervises you and consents to your use of the App, then he/she agrees to be bound by these terms and conditions and will be liable and responsible for any actions taken by you or obligations arising under these terms and conditions.

24. Returns, refunds, exchanges and repairs

24.1 Always refer to the order details under your profile on the App, as instructions and rules vary according to various factors such as product type.

24.2 Grocery product refunds:

Most grocery products will be delivered in sealed, brown paper bags branded “Checkers Sixty60”, except for loose products unable to fit in our delivery bags, or bulk products which are more easily transported and delivered in their original packaging. Should the delivery bags of grocery products not be sealed, or the seals are broken when your order is

delivered, you have the right not to accept the order. The driver will return the order to the fulfilment store, and a credit may be passed to your App wallet at our discretion for the grocery products and delivery cost once the products have been returned to the store's stockholding, after you log an issue with the grocery products via the App. Promotional coupons used to discount the original order (if applicable) may be re-issued at our discretion.

When an issue is submitted on the App for incorrect grocery products delivered, or grocery products that are damaged, expired or missing, or, should the delivery of your order failed, a credit may be passed to your App wallet at our discretion for the value of the affected products, as well as delivery fee if the entire order was affected and where the failed delivery was our fault. You must log your issue via the App or notify us via our Support Centre within 48 hours of the scheduled delivery slot of the affected order. Thereafter, products can only be returned to your nearest Checkers store to request a refund or replacement, subject to the terms and conditions and timelines below. Certain grocery products such as batteries are not returnable via the App.

24.3 Returns and refunds: Shelf-stable grocery products, non-perishable grocery products and non-grocery products:

If you are unhappy with your shelf-stable or non-perishable grocery products or non-grocery products purchased via the App and wish to return it, you may do so before the sooner of its use-by date or: (a) 48 hours after delivery of incorrect products; or (b) 14 calendar days after delivery for any other reason (quality-related reasons and certain product categories excluded):

- Follow our returns instructions which can be found by selecting the relevant order under your profile on the App. Our instructions will include to which store you must go to request a return.
- You must return the product to the relevant store in its original, unused condition, with its stickers and sealed packaging intact, as well as the invoice, delivery note, returns form, original certificate, instructions and unused accessories.
- Our store will assess the product. An App credit, refund, return or exchange of such products will only be considered if your refund is approved, to the value of the price that you paid for the product.

24.4 Returns of products due to quality-related issues:

Contact our Support Centre for instructions. Shelf-stable perishable products and non-perishable products that are faulty or defective and do not have a specific warranty, may

be returned with its proof of purchase and all parts and accessories to the store confirmed by our Support Centre, before the sooner of its use-by date or 6 (six) months from the date of purchase, subject to our assessment outcome and provided that the products have been used for its intended purpose and it has been cared for and used according to its instructions. If, after we have assessed the product, we find that it is defective or that there are quality issues, we will either repair the product, replace the product or refund you the price that you paid for the product, in the same way and to the same card that you paid for the product. We will refuse to refund you or accept return of the product if we discover in our assessment that: You have not adhered to the use, maintenance and care instructions of the product; the product was consumed; the product was damaged, exposed to damp or water, placed in direct sunlight causing colour fading or changing, placed outside (unless specified as an outdoor product), placed too close to a heat source, or that deterioration was caused by the product's immediate environment such as coastal air and extreme humidity; the damage to an electrical or electronic product was caused by an electrical surge; the product was taken apart; the product was permanently installed, attached or joined to other products or property; the product is not defective or not affected by a quality-related issue. Defects caused by normal wear and tear or otherwise due to the normal aging of the product will not be considered for replacement, refund or repair. Longer quality warranty periods may apply to certain non-grocery products.

24.5 We will not accept any returns of:

- cold storage products;
- batteries that are no longer sealed in its original packaging;
- products that, due to its nature, should not be returned for hygiene or public health reasons (for example breast pumps, personal grooming products, underwear or accessories used in body piercings);
- baby food and formula;
- products that are specified as non-returnable on the product page (such as disposable vaping products and vaping liquids and pods);
- products that are subject to medical or pharmaceutical laws or regulations;
- products that due to its nature cannot be assessed by us for damage or use;
- items protected by copyright law, such as software and games;
- airtime;
- vouchers and gift cards;
- as well as any other products that we indicate on our product pages from time to time.

24.6 General returns and refunds provisions:

Your electronic or hard copy tax invoice (as proof of purchase) and your proof of identity

will always be required when requesting a return with a member of staff at our store. No collection service will be provided by us for post-delivery returns. Our delivery agents are not authorised to accept products for return on delivery.

Your refund will be processed and provided by means of App credit. No cash refunds will be given for products purchased via the App.

Our non-food products are intended for use in an ordinary residential or domestic environment only and are not necessarily fit for any commercial or industrial use. Should you use our non-food products in a commercial or industrial environment, you do so entirely at your own risk, as our normal guarantees and warranties will not apply under these circumstances.

We reserve the right to suspend you from using the App or service if we have a reasonable suspicion that you are abusing our credit request process.

24.7 Separate policies exist for mobile cellular devices, tablets, laptops, electronic or electric devices and accessories, spare parts and certain brands of appliances, which have a separate manufacturer's warranty as listed on the product page. Software is not included under these product warranties.

24.8 Specific terms that apply to warranties, returns and refunds of mobile cellular devices:

(a) Mobile device out of box failure: If your mobile cellular device has a quality defect or manufacturing fault and you notify us via our Support Centre within 7 calendar days of purchase, your device may be treated as an "Out of Box Failure". The complete device plus all original items and packaging may be returned to the store indicated by our Support Centre, for a possible exchange on the same model. The device must be returned to us in perfect physical condition with the original packaging, accessories and proof of purchase, have no physical or liquid damage, and the device software and hardware must not have been tampered with, for it to be considered for a replacement, failing that, the normal warranty terms (below) will apply. We will first send your handset for assessment.

(b) If you experience any faults or defects with your mobile cellular device within the remaining warranty period, contact our Support Centre for instructions on how the complete unit can be returned for repairs. Devices have a 12 month repair guarantee with the service provider, provided that: (i) It has not been physically damaged; (ii) it has no liquid damage; (iii) the device software, production number, serial number and hardware have not been tampered with; (iv) it has not been repaired or modified by anyone other than our authorised service providers; (v) no SIM from another network other than the SIM

provided with the device has been used; (vi) you provide us with a valid proof of purchase. Devices booked in for repairs may take approximately 21 working days to be returned.

(c) If your device does not meet the warranty requirements, you will have to pay the costs of repair or replacement. We are not liable for any out of warranty repairs or related costs.

(d) Software defects, software upgrades and malfunctioning third-party apps are not considered as defects in order to qualify for a return or repair.

(e) SIM locked devices are not under our control, please contact your network provider.

(f) Warranties are only binding if the device is handled appropriately and for its intended purpose, in accordance with the operating instructions and upon presentation of your proof of purchase.

25. Payment security policy

Your peace of mind regarding payment safety and security is of the utmost importance to us, so we have developed industry standard and secure online ordering facilities on our Apps. This is specifically intended to give you confidence when you use your credit/debit card to shop with us, but also when you entrust us with your personal details like addresses and phone numbers.

26. Inadvertent and obvious errors

In the event that we detect any inadvertent and obvious errors in the product description, price, or image, we shall not be obliged to fulfil an order of such product. If reasonably possible, we shall rectify and inform you of any errors as promptly as reasonably possible. Our liability relating to such errors is always limited to refunding monies already paid by you.

27. Liability

27.1 You hereby indemnify us, our employees, service providers and agents against any liability for any failure to perform or delay in performance caused by events outside of our reasonable control (for example strikes, trade disputes, accident, computer failure, breakdowns, power failures, shortages affecting us or our usual sources of supply or our means of delivery of the products or services), save to the extent that such liability cannot be excluded by applicable law.

27.2 Neither we, nor our agents, associated companies, or service providers, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, that you or a third party may suffer regarding any orders placed on the App and the delivery thereof.

27.3 We shall not be responsible for any lost, damaged, delayed, incorrect or incomplete orders for any reason whatsoever.

27.4 We shall not be responsible for the failure of any technical element relating to the App and ordering of products that may result in a discount not being successfully redeemed.

27.5 In the event that we are found to be liable in respect of any claim(s) in connection with the App or any order placed or any related discounts, our liability will not exceed the monetary value of the discount, regardless of the reason for its liability, whether it stems from contract, statute or delict, save to the extent that such liability cannot be excluded by applicable law.

28. General

28.1 These Terms will be subject to and interpreted under the laws of South Africa and the South African courts will have exclusive jurisdiction over any claim arising in connection herewith.

28.2 You may not assign or otherwise transfer any of your rights or obligations under these Terms. You agree that we may, in our sole and absolute discretion, transfer and assign all or part of its rights and obligations under these Terms to one or more third parties chosen by us.

28.3 If any provision in these Terms is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected and will remain of full force and effect.

28.4 You are not allowed to use any device, software or other instrument to interfere or attempt to interfere with the proper working of the App. You may use the App only for lawful purposes and may not in any way (including without limitation by use of any robot, spider, other automatic device or manual process) monitor, distribute, display, publish, copy, print, post, modify or otherwise use the App and/or the information contained therein

without the express prior written consent of one of our authorised representatives.