

ELECTRONIC VOUCHER SERVICES TERMS

(Version effective as of 1 August 2020)

IMPORTANT NOTICE

- 1) Please read these terms carefully. Your use of our electronic voucher (digital voucher, gift card or coupon) services (including via any of our web sites or via our iPhone or Smartphone applications) will be subject to the current version of these terms published on our website at www.shoprite.co.za and www.checkers.co.za at the time of your use. If you do not accept these terms, you may not use our electronic voucher services and we may refuse to redeem electronic vouchers issued to you.
- 2) Our terms contain specific provisions to limit our liability, allocate risk or liability to you or act as an acknowledgement of certain facts by you. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your use of our services.
- 3) We may change our terms of use from time to time. Such changes will take effect when they are published. You should therefore read the terms of use each time before using our services.

Should you have any questions concerning these terms of use or our digital voucher services, please send an e-mail to us at marketingpromotions@shoprite.co.za

PART A: COMPANY INFORMATION

For your convenience, we have listed below some details about ourselves:

We are Shoprite Checkers (Pty) Ltd (registration number: 1929/001817/07), a private company incorporated according to the laws of the Republic of South Africa.

Our chief executive officer is Mr PC ENGELBRECHT.

Our Board of Directors is available at: <http://www.shopriteholdings.co.za>

Our postal address is PO Box 215, Brackenfell, 7561.

Our registered address is the corner of William Dabs and Old Paarl Roads, Brackenfell, South Africa. All legal documents must be served at this address.

Our telephone number is +27 (0)21 980 4000.

Our web site is located at www.shoprite.co.za and/or www.checkers.co.za.

PART B: CONDITIONS OF USE OF OUR SYSTEMS

1. You are solely responsible for any and all fees and charges that may apply to your communications with our information technology systems. Your standard service provider rates will apply unless the contrary is expressly stated.
2. We do not endorse any of the products, services or events promoted and/or listed on our information technology systems or in respect of which vouchers may be issued via our services, other than the products and services we supply ourselves. Our issue of such vouchers or display of such products, services or events should therefore not be interpreted as any form of endorsement. All complaints concerning such products, services and/or events must be submitted directly to the relevant supplier.

3. We do not control or endorse any third party systems which enable or are related to our information technology systems or which our systems enable in turn. Please submit any complaints concerning such third party systems directly to the owner of such third party system(s).
4. When using our information technology systems, you will at all times comply with the applicable laws, regulations and codes of conduct and for the purpose for which the systems offered via our systems are intended.
5. You may therefore not access and/or use our information technology systems –
 - i) To redistribute or otherwise use any of our content for your own business purposes unless we have given you a written license to do so;
 - ii) In a manner that would bring us, our business and/or any of our affiliates into disrepute;
 - iii) For unlawful purposes;
 - iv) To in any manner infringe our rights or the rights of any other person or restrict or inhibit the use of or enjoyment of our information technology systems by any other person;
 - v) To transfer any material to our information technology systems that is illegal or which violates any third party's rights or which is fraudulent, misleading, inaccurate, illegal, or damaging to data, software or the performance of our or any other parties' information technology system.
- 6) All rights in our information technology systems (including without limitation, any related trademarks, copyright and patents) and the content thereof, belong to us and our licensors. Such rights further extend to any compilations, collective works and derivative works created from any content which may be submitted to us. We reserve the right, without notice and at our sole and absolute discretion, to make changes to or discontinue any aspects, features and/or parts of our information technology systems and/or the related services.
- 7) Where you submit individual content to our information technology systems, you will remain the owner of such information. You will, however grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free licence to use such content without restriction, as if we were the owners thereof. Accordingly, we will have the right to modify, reproduce, compile, publish, publicly perform, distribute, broadcast and/or promote such content.
- 8) We are committed to protecting the confidentiality of any information you may disclose to us when using our information technology systems and related services. You agree that such information may be used to –
 - a) Make the information technology systems and related services available to you;
 - b) Personalize the services provided to you;
 - c) Inform you about changes in the services we offer and/or about features we think you would find interesting;
 - d) Make such information available to the affiliated entities in our company group to inform you about products or services they offer which may be of interest to you;
 - e) Use, publish and/or disclose such information for any lawful purpose;

- f) Perform any other function permitted by our Data Privacy Statement which is available at www.checkers.co.za and/or www.shoprite.co.za

PART C: DIGITAL VOUCHER PAYOUT:

- 1) Vouchers are not redeemable for cash. Purchases will be deducted from the voucher amount until the Rand value reaches zero, and no cash change will be given.
- 2) Digital vouchers can only be redeemed in one transaction.
- 3) The transaction total must be equal to or greater than the value of the digital voucher.
- 4) Digital vouchers for less than R50 cannot be loaded onto a gift card.
- 5) It is mandatory to load a digital voucher to the value of R50 or more onto a gift card.
- 6) Unless due to the intentional or negligent conduct of our personnel, no lost or stolen vouchers will be replaced or refunded.
- 7) We reserve the right to cancel a digital voucher should we suspect any fraudulent activity has occurred.
- 8) Pre-paid digital vouchers are valid for a period of 3 years from date of issue.
- 9) Campaign digital vouchers are valid for the period stipulated per campaign.
- 10) Purchased vouchers cannot be used to purchase another voucher.
- 11) No purchases made with a voucher can be refunded in cash. We will either reinstate the used voucher with a limited extension of the expiration date or issue you with a new voucher in line with our returns policy.

PART D OUR LIABILITY:

- 1) While we will try to ensure that the information concerning our vouchers is complete and accurate, we provide no warranty in this regard. We therefore deny (to the maximum extent permitted by law) liability for any loss you may suffer because of any omission and/or inaccuracy contained in any voucher or any related information.
- 2) While we will try to ensure that any vouchers we issue may be redeemed, we do not warrant that we will always be able to do so. We therefore deny (to the maximum extent permitted by law) liability for any loss you may suffer should we be unable to redeem a voucher.
- 3) We will not be liable for any indirect, special or consequential losses of any kind whatsoever which may stem from your participation in any of our voucher offers (whether in contract, statute or delict), save to the extent that such liability cannot be excluded by applicable law.
- 4) Should we be found to be liable in respect of any claim(s) in connection with any voucher or any related information, our liability will not exceed the monetary value of the voucher involved, regardless of the reason for our liability (whether it stems from contract, statute or delict) save to the extent that such liability cannot be excluded by applicable law.