

## **RAINMAKER VIRTUAL VOUCHER AND CLIENT SERVICES TERMS**

(Version effective as of 5 July 2021)

### **IMPORTANT NOTICE**

- 1) Please read these terms carefully. Your use of our virtual voucher services (including via any of our websites, or via our iPhone or Smartphone applications) will be subject to the current version of these terms published on our website at [www.termsconditions.co.za](http://www.termsconditions.co.za) or [www.rainmakermedia.co.za](http://www.rainmakermedia.co.za) at the time of your use. If you do not accept these terms, you may not use our virtual voucher services and we may refuse to redeem virtual 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. These terms have been set out in capital letters. 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 virtual voucher services, please send an e-mail to us at [centralisedpromotions@rainmakermedia.co.za](mailto:centralisedpromotions@rainmakermedia.co.za)

### **PART A: COMPANY INFORMATION**

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

We are Rainmaker Media (Pty) (registration number: 1998/012354/07), a private company incorporated according to the laws of the Republic of South Africa.

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

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)21 912 5057

Our website is located at [www.rainmakermedia.co.za](http://www.rainmakermedia.co.za)

### **PART B: Digital Voucher Payout:**

- 1) Virtual vouchers are not redeemable for Cash.

- 2) Virtual vouchers can only be redeemed in one transaction.
- 3) The transaction total must be equal to or greater than the value of the virtual voucher.
- 4) Virtual vouchers for less than R50 cannot be loaded onto a gift card.
- 5) Lost or stolen virtual vouchers will not be replaced or refunded.
- 6) We reserve the right to cancel a virtual voucher should we suspect any fraudulent activity has occurred.
- 7) Pre-paid virtual vouchers are valid for a period of 3 years from date of issue, unless otherwise specified.
- 8) Campaign virtual vouchers are valid for the campaign period only and will be stated as such on the voucher.

**Part C Our Liability:**

- a) 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.
- b) 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.
- c) 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.
- d) SHOULD WE 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.

**Part D Bulk Order Process & Payment Terms:**

1. Contact centralisedpromotions@rainmakermedia.co.za to request a campaign request form.
2. Complete and send campaign request form to centralisedpromotions@rainmakermedia.co.za with all the relevant information pertaining to your order.
3. A cost estimate will be sent to the client/supplier for sign off.
4. Once a signed copy of the cost estimate has been sent back to us, an invoice will be sent to the client/supplier for payment.
5. Client/supplier sends proof of payment to us.
6. Payment clears.
7. Virtual vouchers are sent to the client/supplier.

**Part E Bulk Order Refund Process & Terms for a period less than 3 years:**

1. Refunds will have the discount value adjusted to reflect the redemption value achieved (For a refund or credit note, your discount will be recalculated based on redemption)

**Part F Competition Reward Refund Process & Terms for a period less than 3 years:**

If you advertised any prize value in a competition where the prize is virtual vouchers and the validity is less than 3 years you will not be refunded.