## **Xtra Savings Plus Dunning Next Month Free Terms and Conditions**

- 1. The promoter is Checkers SA. ("the Promoter").
- 2. This Campaign will start on 17 April 2025 ("start date") and end on 4 May 2025 ("closing date"). The period from the Campaign start date to closing date is referred to as the "Campaign Period." Any entries received after the closing date will not be considered.
- 3. A 100% discount on 1 (one) month's subscription fee of R99 (ninety-nine rand) will be offered to a maximum of 10 000 (ten thousand) Xtra Savings Plus members who is in dunning status ("incentive"). Dunning status refers to members whose monthly payment failed. The programme attempts to collect payment for 27 (twenty-seven) days, whereafter the membership will be cancelled.
- 4. To receive the incentive, customers identified and targeted through our direct communications are required to update their payment details on the Checkers Sixty60 app and make payment for the month in order to receive their following month's subscription for free.
- 5. The R99 (ninety-nine rand) subscription fee will be automatically deducted from the member's next billing for their monthly subscription.
- 6. Targeted members will have a minimum of 7 (seven) days or until the end of the Campaign Period to update their payment details and make payment in order to receive their next month's subscription for free, depending on their last billing date.
- 7. A copy of these rules can be found on the following website <u>www.termsconditions.co.za</u> during the Campaign Period or can be obtained by phoning 080 001 0709.
- 8. By signing up, customers:
  - Consent to the processing of their personal information by the Promoter and its service providers, insofar that it is necessary to give effect to the Campaign, for example to view the entries, select and announce the customers publicly and process the subscription fee. Customers will be given the opportunity to consent to further processing of their personal information;
  - 8.2 Where applicable, waive their moral rights and grant the Promoter exclusive, unlimited, perpetual, and free of charge copyright and usage (in any territory where these entities trade), in all media forms of all material, text and intellectual property created and/or published/posted by the customers in the submission of their Campaign entry. The Promoter will be entitled to use and edit the intellectual property in any manner and in its sole discretion, for an indefinite period of time and in any territory where it trades. Customers will not during or after the closing date of the Campaign dispute or question such copyright and usage;
  - 8.3 Where applicable, waive any right to demand royalties, usage fees or any other form of compensation or payment for the use of intellectual property in the customer's entry;
  - 8.4 Sign an acknowledgment of receipt form and provide all relevant information requested by the Promoter's representatives, including but not limited to the winner's full names, proof of identity (ID, passport, or driver's licence), contact details and Xtra Savings Plus members would need to provide card details for the card they would like to charge; and
  - 8.5 Consent that their names be announced publicly by the Promoter on any platform that they deem fit.
- 9. The Promoter may be required to undertake verification of the customer. Failing successful verification, the customer will be disqualified.
- 10. Neither the Promoter nor its agents or suppliers will be liable for the failure of any technical element relating to this Campaign that may result in an entry not being successfully submitted, or for any entries destroyed or delayed. Promotional codes will not be resent.
- 11. The Promoter in its sole discretion is entitled to disqualify any winner who at any time does not act in accordance with the spirit of the Campaign, or if fraud or cheating is suspected, including without limitation, through the manipulation of code or falsifying of data.
- 12. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 13. The one (1) month's R99 subscription fee is not transferable and may not be deferred or exchanged for cash or otherwise.
- 14. The Promoter is entitled to change or terminate the Campaign and/or value of the subscription fee immediately and without notice, if deemed necessary in its sole discretion. In the event of such a change or termination, customers agree to waive any rights that they have in respect of this Campaign and acknowledge that they will have no recourse against the Promoter, its suppliers, or agents.
- 15. Neither Shoprite Checkers (Pty) Ltd, the Promoter, its agents, service providers, suppliers, associated companies, nor any directors, officers, or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential, or otherwise arising from any cause whatsoever, which may be suffered by the customer.

- 16. Participation in this Campaign constitutes acceptance of, and an agreement to comply with, these terms and conditions.
- 17. The customers may be requested to endorse, promote, and advertise the Campaign of the Promoter and will not unreasonably withhold their consent.
- 18. Protecting customers' personal information is important to the Promoter. For more information, please refer to the data privacy statement on their <u>website</u>.
- 19. This Campaign is in no way sponsored, endorsed, or administered by, or associated with any social media channel and the customers acknowledge that they are providing information to the Promoter and its agents only and not to any social media channel.