

XTRA SAVINGS PLUS – Terms & Conditions

(Version September 2023)

Notwithstanding the Xtra Savings and the Checkers Sixty60 Terms and Conditions, the below will be applicable to the subscription services offered with Xtra Savings Plus.

1. GENERAL

- a. Xtra Savings Plus is a subscription service ("Service") that provides Xtra Savings members, who utilize the Checkers Sixty60 online application access to a subscription service that would amongst others, but not limited to, offer free delivery and special offers (please refer to clause 4.6. below, for a full description of benefits and services), and which shall be subject to changes from time to time.
- b. By accessing or using the Services, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms and Conditions, together with our [Data Privacy Policy](#). Please note that these Terms and Conditions may include hyperlinks that may only be accessible through our website. If you are reviewing these Terms and Conditions on certain devices, you may need to visit <https://www.checkers.co.za/Xtra-Savings-TermsAndConditions>

2. AGREEMENT OF THE TERMS

- a. You must read these Terms and Conditions in their entirety. They are a binding legal agreement between you and Shoprite Checkers (Pty) Ltd. that governs your use of the Services.
- b. If you do not agree to or cannot comply with the Terms and Conditions contained in this Agreement in their entirety, you are not authorized to use the Services.
- c. Please note that you may be denied access to the Services, in the sole discretion of Shoprite Checkers (Pty) Ltd., with or without prior notice to you, for non-compliance with any provision of this Agreement or for any other reason.
- d. We reserve the right to make changes and update any information or content contained within the Services and Terms and Conditions without

either prior notice unless material revisions are made to the Terms and Conditions. Please check this page periodically for updates. Any changes to these provisions will be incorporated into the revised Terms and Conditions that we will post on this page. Changes are effective when they are posted. You are obligated to review changes to these Terms and Conditions when you activate or re-activate the Services. If you do not agree to, or cannot comply with the revised Terms and Conditions, you must immediately stop and refrain from using the Services. Your continued use of the Services following any changes shall constitute your agreement to these Terms on a legally binding basis.

3. ACCOUNT AND REGISTRATION

- a. You must be at least 18 years of age to register for an account and be an Xtra Savings member to subscribe to the Services. Shoprite Checkers (Pty) Ltd. specifically disclaims any and all responsibility or obligation to monitor or verify the age or legal status of any user of the Services and will have no liability resulting from any use of our Services by any minors.
- b. In the event that you cancel your Xtra Savings membership, you will not be allowed to continue your Xtra Savings Plus Subscription.
- c. In order to use some of the Services, including creating an account subscribing to the Services, you will be asked to provide us with certain personal information and payment information including without limitation, your email address, and details of a valid Payment Method. By registering for an account, you consent to such personal information being collected and handled in accordance with our [Data Privacy Policy](#).
- d. You agree to provide accurate and current information and to update it as necessary to maintain its accuracy. You agree not to mask your identity by providing false information, or by providing another person's information that you are not authorized to provide. If you provide us with any information, you are not authorized to provide, we may suspend or terminate your subscription or access to the Services.
- e. You are responsible for all use of your account, including use of your account by other members of your household or 3rd parties. By allowing others to access your account, you agree to be responsible for ensuring that they comply with these Terms and Conditions, and you agree to be responsible for their activity using the Service.

- f. You further acknowledge that the Services depend on a finite resource amongst many customers. You agree not to use the Services excessively or unreasonably. Our subscription plan or plans may not specifically specify usage limitations, however, such omission does not imply unlimited consumption, even if the term “unlimited” is used in the Service plans. Excessive consumption of the Services may be identified with reference to significant variations in the average consumption by comparable customers. We reserve the right to engage with you if your consumption of Services has been identified as excessive, and if your excessive usage continues, we reserve the right to cancel your plan. You agree to make good faith efforts to remedy any excessive consumption.

4. SUBSCRIPTION, BILLING, CANCELLATION, REFUNDS, AND BENEFITS

4.1 SUBSCRIPTION

- a. Shoprite Checkers (Pty) Ltd. Xtra Savings Plus charges a monthly fee to access the Services. Your subscription will continue unless and until you cancel your subscription, or we terminate it. You must have internet access to provide us with a current, valid debit or credit card or other method of payment accepted by Shoprite Checkers (Pty) Ltd. (“Payment Method”) to utilize your subscription. You agree that your subscription is for personal use only, and that the Services are only available in the Republic of South Africa.
- b. We reserve the right to modify or terminate our offered subscription plans at any time.
- c. The fees for Xtra Saving Plus are stated in the subscription sign up process. From time to time, we may offer new Xtra Savings Plus plans with varying terms and fees. Any promotional offers that may apply to the Xtra Saving Plus plan would be at the sole discretion of Shoprite Checkers (Pty) Ltd.
- d. The current plan for Xtra Saving Plus is:
- Charged at a promotional monthly fee of R99 per month. We reserve the right to adjust pricing for our Services at any time in our sole and absolute discretion. In the event of a price change, we will endeavor to communicate such changes within 60 days of it taking effect.

**** Please see the benefits schedule that is outlined in clause 4.6. below.**

4.2 BILLING

- a. By creating an account and providing a Payment Method, you authorise us and/or our payment processor to charge your monthly subscription fee at the then current rate, any other charges you may incur in connection with your access to and use of the Services, as well as any applicable taxes such as VAT (Value Added Tax), to your Payment Method.
- b. We reserve the right to adjust pricing for our Services at any time in our sole and absolute discretion. However, we will endeavor to communicate any changes prior to commencement of your then-next billing period. Any changes to your subscription fee will take effect following prior email notice to you. You are responsible for providing complete and accurate billing and contact information to us.
- c. If you want to change or update your Payment Method, you must edit your Payment Method information by navigating to the Manage subscription section of the Services or, if you pay for the Services through your account on a third-party platform, by modifying the payment instructions on the platform you use to pay for the Services. It should be specifically noted that your Payment Method can only be changed or updated once the first subscription payment is received. If your Payment Method expires, has insufficient funds, is deactivated, or otherwise does not make payment and you do not update your Payment Method or cancel your subscription, your Services will be terminated summarily.
- d. In the event that any Payment Method you have loaded to your profile declines for payment, we reserve the right to cancel your subscription, as applicable, unless you provide us with a new Payment Method. We will offer you a 10-day grace period before all entitlements are forfeited. If you provide us with a new debit or credit and are successfully charged before your subscription is cancelled, your subscription will be based on the original renewal date and note the date of the successful charge.
- e. Following the initial term, your Xtra Saving Plus subscription will automatically renew and we will charge any credit or debit card we have on file for you for an additional term at the fee(s) then in effect plus any applicable taxes on a recurring basis without further notice to you (except to the extent that notice is required by applicable law) unless and until you notify Shoprite Checkers (Pty) Ltd. of your desire to cancel your Xtra Saving

Plus subscription by following the cancellation process described in the paragraphs below.

- f. In the event that any Payment Method you have loaded to your profile declines for payment, we reserve the right to cancel your subscription, as applicable, unless you provide us with a new Payment Method. If you provide us with a new debit or credit card and are successfully charged before your subscription is cancelled, your subscription will be based on the original renewal date and note the date of the successful charge.
- g. The billing date will be defaulted to the date of activation. A subscriber may not change their billing date within the first 30 days of activation and the billing date may only be changed once within a 90-day period. After the first 30 days after activation, a subscriber may amend the billing date to a different date. In the event that the amended billing date results in an extended billing period (a later date), prorated fees will be charged on the day that the change is made to cater for the unpaid period between the previous billing date and the new billing date.

4.3. CANCELLATION

- a. You may cancel your Xtra Savings Plus subscription at any time. If you cancel your subscription within the first 30 days of signing up, the cancellation will be effective immediately and you will receive a refund in the form of an in-app credit and access to the entitlements will be removed. All subsequent cancellations will not be refunded but access to the entitlements will be granted for the remainder of the billing period.
- b. You must cancel your subscription before it renews in order to avoid being billed for the next subscription period's subscription fee. You can see your next renewal date by navigating to the Manage Subscription section of Xtra Savings or the third-party platform you use to access and pay for the Services.

4.4. REFUNDS/CREDITS

Payments are non-refundable and there are no refunds or credits for partially used subscription periods. Following any cancellation, you will receive a refund as a credit to the Sixty60 mobile Application, if you have cancelled within the first 30 days.

4.5 TERMINATION

- a. Any conduct that in any way violates these Terms, and/or any act of dishonesty or fraud, may result, in our sole discretion, in the termination of your Services and right to use the Service and are pursuit of legal damages and/or other remedies against you and/or others.
- b. We shall retain the right to deny access to, or to, use of the Services, in our sole discretion, to any individual for any reason, including for any violation of these Terms or any law.

4.6 BENEFITS SCHEDULE

- a. All benefits are available to a subscriber on a 30-day rolling period. If you start your plan on the 1st of each month, all your benefits will be available for use up to the 30th of that month.

- b. Unlimited Delivery

A subscriber can benefit from free deliveries on Sixty60 service as many times as they would like in a 30-day period as long as their shopping basket is R350 or more. This excludes the delivery charge. The basket is limited to only groceries and certain non-food items. We may also exclude products with special delivery characteristics at our discretion

- c. 10% In-store discount shop Benefit:

The 10% discount can only be redeemed at any of the Checkers, Checkers Hyper, Checkers Little Me, Checkers Outdoor, Checkers Pool, and Liquorshop stores. The 10% discount cannot be redeemed at Checkers Money Market. A subscriber must activate this benefit in order to use it in-store. Upon activation, the benefit will be loaded to the subscriber profile for use on the next purchase. This benefit is limited to a subscriber receiving a discount of up to R200 on their next shop. Should a subscriber spend more than R2000, they will only receive the maximum discount of R200. If a subscriber spends less than R2000 they would only receive 10% off the total basket amount. To use this, benefit, a minimum spend of R100 is required. Please note that the 10% in-store discount cannot be used in conjunction with selected marketing promotions like Black Friday or Xtra Xtra weekend. We reserve the right to change the conditions of Xtra Savings Plus benefits. Please ensure you review our T&Cs on a regular basis.

d. Double Personalised Offer:

A subscriber will receive double the amount of personalised offers every month depending on when they have signed up for Xtra Saving Plus. Personalised offers are relevant deals based on a member's shopping behavior. We will always strive to ensure we tailor offers that are personalized. Personalised offers are issued every two weeks and are loaded against an Xtra Saving Plus subscriber's profile. Redemption automatically applies when you swipe your Xtra Savings card in-store or shop online with Sixty60.

Should you not receive your Personalised offers when you sign up, then a minimum of 6 offers will be issued to you. In the subsequent weeks you should receive double personalized offers.

IMPORTANT NOTE:

Xtra Saving Plus benefits do not roll over after each billing cycle and must be used within the defined period or forfeit the benefit below:

- Unlimited Deliveries, with a minimum order of R350 or more
- 10% off In-store shop with a max discount of R200

5. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any dispute arising out of or relating to these Terms and Conditions, or your access or use of the Services will be subject to the exclusive jurisdiction of the courts located in the Republic of South Africa to the extent these Terms and Conditions allow any court determination, and you hereby submit to the jurisdiction of such courts.

If these Terms or any provision of them is regulated by or subject to the Consumer Protection Act, 68 of 2008 ("CPA"), the Protection of Personal Information Act 4 of 2013 ("POPIA") or other applicable laws, it is not intended that any provision of these Terms and Conditions contravenes any provision of the CPA, POPIA or such other laws. Therefore, all provisions of these Terms and Conditions must be treated as being qualified, to the extent necessary, to

ensure that the provisions of the CPA, POPIA and such other laws are complied with.

No provision of these Terms and Conditions does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or willful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption; requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or limits or excludes any warranties or obligations which are implied into these Terms and Conditions by the CPA (to the extent applicable), POPIA (to the extent applicable), or other applicable laws or which we give under the CPA (to the extent applicable), POPIA (to the extent applicable), or other applicable laws, to the extent that the law does not allow them to be limited or excluded.

6. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

The Services are provided as "is and "As" available without warranty of any kind. We do not warrant, expressly or by implication, the accuracy or reliability of any Services provided. Shoprite Checkers (Pty) Ltd. expressly disclaims all warranties, express or implied to the fullest extent permitted by the applicable law, including, but not limited to, warranties, quality, fitness for purpose, and warranties against interference or infringement arising from the course of dealing or course of performance.

To the extent permissible under the applicable laws, neither Shoprite Checkers (Pty) Ltd., affiliates, shareholders, members, employees, agents will be liable (jointly and severally) or have responsibility of any kind whatsoever to your or to a third party, for any loss, harm or damage, for any loss, harm or damage that results or occurs from (i) the use of or access to the Services (ii) use of access to the any product or Services, provided as a feature or offering , though the Services (iii) any failure or interruption of the Services (iv) any act or omission of any Services Provider or agent involved in making the Services available (v) Any other cause relating to a user's access to or use, or inability to access or use, any portion of the Services (vi) Any Security breach, virus, bug, tampering, unauthorized intervention, fraud, error, inaccuracy, or defect, or technical malfunctions (vii) Any failure of the users to comply with these Terms and Conditions, whether or not the circumstances giving rise to such cause may have been with Shoprite and Checkers control, its affiliates or agents providing

software, services or support. In no event will Shoprite Checkers (Pty) Ltd. its affiliates, shareholders, members, employees licensors or agents be liable to any individual for any direct, special, indirect, punitive, consequential, or incidental damages or any other loss or damages of any kind even if Shoprite Checkers (Pty) Ltd. or its affiliates have been advised of the possibility thereof.

Nothing in these Terms and Conditions shall affect any non-waivable statutory rights that apply to you.

7. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Shoprite Checkers (Pty) Ltd. its affiliates, shareholders, members, employees, licensors and agents from and against all claims, losses, expenses, damages, costs and fees, including reasonable legal fees, resulting from your violation or breach of these terms, your unauthorized access to or use of the service, any violation by you or by anyone using your account of any law or third party rights, and any consequences arising out of your access your use of the Services.