

(Version effective as of 17 May 2024)

IMPORTANT NOTICE–Virtual Voucher and Client Services Terms

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 or 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

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

PART B: Digital Voucher Payout:

1. Vouchers are not redeemable for Cash.
2. Vouchers for less than R50,00 (fifty rand) cannot be loaded onto a gift card.
3. Lost, stolen or loss of vouchers by way of fraud or cyber-attacks, will not be replaced or refunded.
4. The Seller reserves the right to cancel a virtual voucher should the Seller suspect any fraudulent activity has occurred.
5. Vouchers are valid for a period of 3 (three) years from the date of issue, unless otherwise specified.
6. Campaign virtual vouchers are valid for the campaign period only and will be stated as such on the voucher.

PART C: OUR LIABILITY:

1. While we try to ensure that the information concerning 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 try to ensure that any vouchers issued may be redeemed, we do not guarantee that we will always be able to do so. We therefore deny (to the maximum extent permitted by law) liability for any loss that you and/or your recipients 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 you /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 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 Voucher Expiration and Validity

1. Vouchers may have an expiration date, and it is your responsibility for ensuring the timely distribution and use of vouchers before the expiration date.
2. The validity period of vouchers is specified in the Cost Estimate.
3. You shall not be entitled to a credit note after the expiration of the validity period, unless mutually agreed.

4. If the voucher/s are valid for a period of 12 (twelve) months or less, you shall provide us with 1 (one) month's advance written notice prior to the expiration of the validity period if you wish to request a credit note.
5. Credit notes will have the discount value adjusted to reflect the redemption value achieved (i.e., for a credit note, the discount will be recalculated based on redemption).
6. Clause 4 and 5 above shall only be applicable to vouchers used in competitions and shall be upon mutual agreement.

7. Part F Competition Reward Refund Process & Terms for a period less than 1 years:

1. If virtual vouchers are prizes for a competition and have not been issued to customers, clients will receive a credit note to use on another campaign.
2. No refunds on vouchers issued as prizes.