

# **THOLA ZONKE REWARDS SYSTEM TERMS, CONDITIONS AND PRIVACY POLICY**

## **1. INTRODUCTION**

1.1. The Terms, Conditions and Privacy Policy (hereinafter collectively referred to as "the Terms") contained herein apply between OBC Group Proprietary Limited and where applicable authorised Third-party Providers (hereinafter collectively referred to as "the Provider") and any person who accesses and/or registers for the Thola Zonke Rewards System (hereinafter referred to as a "Member").

1.2. The Thola Zonke Rewards System include:

1.2.1. a secure process that enables a Member to earn, acquire, exchange and/or allocate vouchers, tokens or rewards;

1.2.3. access to promotions, competitions and special offers;

1.2.4. a Members wallet assigned to a Member to manage and store vouchers, tokens or rewards;

1.2.5. a Rewards card issued and linked to a Members wallet;

1.2.6. a Members web app that enables Members access to the Thola Zonke Rewards System; and

1.2.7. Rewards transactions that facilitate the electronic redemption of the stored value of vouchers, tokens or rewards in exchange for goods and/or services supplied by a designated Merchant or participating Online store.

## **2. ACCEPTANCE**

2.1. By registering and/or accessing the Thola Zonke Rewards System, the Member:

2.1.1. confirms to have read the Terms;

2.1.2. accepts and agrees to the Terms;

2.1.3. acknowledges that any use or access to the Thola Zonke Rewards System shall be subject to these Terms;

2.1.4. acknowledges that the Terms include provisions that specifically limit the liability of the Provider as well as allocate certain risks and liability to the Member;

2.1.5. consent to the processing of Personal Information in accordance with the Terms and the Privacy Policy hereunder;

2.1.6. specifically give consent in terms of Section 69 of the Protection of Personal Information Act 4 of 2013 (hereinafter referred to as “POPIA”) to the Provider, its subsidiaries, its affiliates, its merchants, any of its respective agents, third-party providers, officers, directors, employees, legal representatives, information providers and/or content providers (collectively hereinafter referred to as “the Provider and Affiliates”) to process the Member's Personal Information as provided, for the purposes of direct marketing by means of electronic communication in respect of all products and services rendered by the Provider and Affiliates; and

2.1.7. the Member understands that data will be used solely for the purposes for which it was provided and further understands that the Member may at any time unsubscribe to electronic communication by deregistering from the Thola Zonke Rewards System.

2.2. Acceptance of the Terms constitutes a legally binding agreement between the Provider and the Member.

### **3. AMENDMENTS TO TERMS**

3.1. The Provider may at any time modify, amend, suspend, replace, substitute or deny access to the Thola Zonke Rewards System.

3.2. Any amendment to the Terms shall be effective as soon as such amendment is published or posted on any of the Provider websites, documentation, in store marketing material or Members web app that form part of the Thola Zonke Rewards System.

3.3. If any amendments to the Terms have the effect to alter the purpose for which any Personal Information was previously collected and such purpose

is found not to be included by the current consent of the Member in respect of POPIA, then it shall be a requirement to obtain additional consent from the Member for such further processing of Personal Information.

3.4. To the extent permitted by law, the Member bears the responsibility to visit the Provider website regularly in order to remain updated of any change to the Terms. In the event that the Terms have been amended, the Provider shall inform the Member of such amendment and advise the Member to review and accept the amended Terms. The Member is advised to verify the Terms regularly as the Member's continued use of the Thola Zonke Rewards System indicate that the Member accept any updated or revised Terms.

3.5. The Member's continued access or use of the Thola Zonke Rewards System constitutes the Member's consent to be bound by the Terms, as may be amended. If the Member does not accept the amended Terms, such Member must immediately cease usage and take all necessary steps to deregister from the Thola Zonke Rewards System.

3.6. The Provider reserves the right to change and amend the services, products, prices and rates published in store and/or on the Provider websites from time to time.

#### **4. THE SERVICE**

4.1. The Thola Zonke Rewards System provide a service (herein after referred to as the "Service") to the Member that include:

4.1.1. access to discounts, rewards, benefits, savings deals, promotions, vouchers or tokens through various designated channels, including but not limited to the in store Point of Sale System;

4.1.2. all vouchers or tokens provided and/or acquired within the Thola Zonke Rewards System shall possess equal monetary value when redeemed, with such value denominated in South African Rand.

4.1.3. functionality that enables Members to securely process and add a corresponding voucher, token or rewards value to the Members wallet in real-time;

4.1.4. the use by a Member of a Rewards card and/or Members web app to redeem rewards, vouchers or tokens in exchange for goods and services at participating Merchants within the designated Closed-loop ecosystem; and

4.1.5. access to various special offers, promotions and savings only available to Members.

4.2. The Provider may amend, suspend, terminate and restrict any of the Services in its sole and absolute discretion and, to the extent permitted by law, shall not be liable for any loss and/or damage suffered by the Member and/or any other person as a result of such amendment, suspension, termination and restriction of the Services.

4.3. The Provider does not guarantee uninterrupted, error free and continuous Service and the Member hereby waives the right to claim any loss and/or damage as a result of any interruption of the Services.

4.4. The Member acknowledges that:

4.4.1. the Provider offers a variety of products and services and that the products and services provided and/or made available on the Thola Zonke Rewards System may vary; and

4.4.2. the Members web app may have a more comprehensive selection of Services;

4.4.3. Unless otherwise indicated, any tokens, vouchers or value-added products acquired or received by the Member are non-refundable and may expire 36 (thirty-six) months after the date of purchase or receipt, as applicable, in accordance with and subject to Section 63 of the Consumer Protection Act 68 of 2008 (hereinafter referred to as "CPA").

4.5. In the event where a Member has not accessed the Thola Zonke Rewards System for an uninterrupted period of 3 (three) calendar years, the remaining value may be forfeited to the Provider without any further notice, subject to the provisions of the CPA.

## **5. REGISTRATION ON THE THOLA ZONKE REWARDS SYSTEM**

5.1. To access the Services, the Member is required to register on the Thola Zonke Rewards System. Subsequently, a Rewards card will be issued and linked to the Member's wallet. The Member acknowledges that the Rewards card remains the property of the Provider, and the Provider reserves the right to issue, withdraw, decline, or retain such Rewards card at any time.

5.2. When registering, the Member will be required to provide a South African mobile telephone number ("Mobile Number") which will be used as Username to log into the Thola Zonke Rewards System, the Member's full name and surname, the Member's South African identity number, the Member's passport number in the event of the Member being a foreign national, a valid email address if available and a unique five-digit Pin.

5.3. All five-digit Pins submitted via the Thola Zonke Rewards System during sign-up are encrypted. No employee, agent, affiliate, or representative of the Provider has access to them. If a Member forgets or misplaces their Pin, they can obtain a new five-digit Pin either in-store or by using the "Reset Pin" function on the Member's app.

5.4. On completion of the registration process, a one-time Pin ("OTP") with a registration link will be delivered to the Member's Mobile Number by short message service ("SMS") to verify such Mobile Number and activate the Members wallet.

5.5. In the instance where a Member wish to obtain a new five-digit Pin or in the event of the issuance of a replacement card, an OTP will be delivered to the Member's Mobile Number by SMS to verify the identity and Mobile Number of the Member.

5.6. A new Member is required to provide documentation and personal identification information also referred to as Know Your Client information (hereinafter referred to as "KYC") as a requirement of the Financial Intelligence Centre Act 38 of 2001 read with its regulations as amended (hereinafter referred to as "FICA") and as part of the registration process.

5.7. Photographic images of the member and their identity document will be captured during the registration process. Any Personal Information provided by the Member will be processed, captured, and stored in accordance with the POPIA and the terms outlined in the Privacy Policy provided herein.

5.8. In the event of failing to provide the necessary identification documents when requested by the Provider, the wallet of the Member may be locked and/or suspended.

5.9. The Member is solely responsible for the content and accuracy of any data, information and/or documentation provided to the Provider and/or submitted through any of the registration processes.

5.10. The costs, delivery fees, and other applicable charges, as well as the terms of use for Rewards cards, along with abbreviated instructions for using the Services, are periodically published in stores or on the Provider's websites. In the event of any conflict or inconsistency between these Terms and the terms of use of the Rewards card, these Terms shall prevail to the extent of such conflict or inconsistency.

## **6. RESPONSIBILITY FOR UPDATED CONTACT INFORMATION**

6.1. The Member agrees and acknowledges that:

6.1.1. the Member is solely responsible for ensuring that all details, including but not limited to Profile information are accurate, correct and up to date;

6.1.2. communications, notices, transactions and/or any ancillary documents (“Notices”) will be provided to the Member either via email, SMS, WhatsApp, voice call and/or any other similar mode of communication;

6.1.3. the Member bears the sole responsibility to have access to a system, software and/or a suitable device to receive, access and retain Notices provided by the Provider;

6.1.4. Notices shall be sent to the Member’s most current contact details as updated on the Thola Zonke Rewards System;

6.1.5. the main modes of communication shall be email, WhatsApp and SMS;

6.1.6. in the event that the Member does not have an email address, communications shall be sent by SMS, WhatsApp or other data message to the Mobile Number of the Member.

6.2. The Member hereby agrees that the Provider shall not be held liable for any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be incurred in regard to Notices sent to the Member's contact details as listed on the Thola Zonke Rewards System.

## **7. USE OF THOLA ZONKE REWARDS SYSTEM**

7.1. When registering on the Thola Zonke Rewards System a unique Wallet Identification Number ("WalletID") and Card Number ("CardID") is allocated by the Provider to the Member.

7.2. The Member is required to use the correct WalletID, CardID and five-digit Pin for all transactions.

7.3. In the event of damage or loss of a Rewards card, the Member may request a replacement card from the Provider. The Provider reserves the discretion to charge a fee for replacement cards and/or to reset the five-digit Pin.

7.4. Any loss or theft of a Rewards card and/or five-digit Pin must be reported to the Provider immediately. The Member may contact the helpline or visit a Provider store to request the Rewards card to be blocked.

7.5. Upon issuance of a replacement card, the Member will receive a new CardID, rendering the old Rewards card and CardID non-functional. The Member is responsible to properly dispose of the old CardID and Rewards card.

7.6. The Member is solely responsible to ensure that the correct five-digit Pin, WalletID and CardID is utilised whenever the Member uses the Thola Zonke Rewards System.

7.7. The Provider shall not be liable any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be incurred as a result of:

7.7.1. the Member inserting the incorrect five-digit Pin, WalletID or CardID number when utilising the Thola Zonke Rewards System;

7.7.2. for any loss, theft or failing to report such loss or theft of a Rewards card or five-digit Pin; or

7.7.3. for not properly disposing the old cardID and/or Rewards card.

7.8. The Member agrees not to:

7.8.1. register more than one Member wallet on the Thola Zonke Rewards System;

7.8.2. register a Member wallet in the name of any other person;

7.8.3. distribute or share their WalletID, CardID and/or five-digit Pin details with any other individual or entity for any purpose including but not limited to the purposes of allowing others to utilise the Services provided through the Thola Zonke Rewards System; and

7.8.4. The Member acknowledges that the Member's wallet and associated rewards card are not transferable, and any benefits or value accrued will be for the sole benefit of that Member.

7.9. In the event that the Member registers more than one wallet or attempts to transfer a Member's wallet, it shall constitute a breach of these Terms. The Provider may, without derogating from its other rights in law:

7.9.1. lock, suspend and/or cancel one or all of the Member's wallets; or

7.9.2. in the event that the Provider elects to cancel all of the Member's additional wallets, the Member hereby agrees that the Provider may transfer all value from the additional wallets to the Member's original Members wallet; and

7.9.3. in either event, the Provider may charge an administrative fee in addition to the transaction fees applicable to the transfers.

## **8. VOUCHERS, REDEMPTIONS AND TRANSFER OF VALUE**

8.1. The Member may acquire vouchers or earn rewards and the Thola Zonke Rewards System will automatically allocate such value to the Member's wallet equal the value of the voucher or rewards acquired by the Member.



8.2. When value have been added to the Member's wallet, the Member may instruct the Provider to transfer and/or use such value as prescribed by these Terms.

8.3. The Member is solely responsible for ensuring that the details provided for any Rewards Transaction is correct, accurate, up to date and complete.

8.4. The Member expressly acknowledges that:

8.4.1. the Provider is not liable for any loss, damage, expense, cost or harm of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be incurred by the Member in the event that the Member provides the incorrect five-digit Pin, WalletID, CardID, Mobile Number and/or amount; and

8.7.2. the Provider is under no obligation to reverse or amend any Rewards transaction; and

8.7.3. the Provider accept no liability, to the extent permitted by law, for any direct, indirect, specific, incidental or consequential loss or damage of any kind whatsoever or howsoever caused or arising from any Rewards transaction and/or use of the Rewards card.

8.8. The Provider does not permit refunds for any vouchers, tokens or rewards acquired through the Thola Zonke Rewards System. In exceptional circumstances consideration of any such refund shall be subject to applicable legislation and the discretion of the Provider. The Provider may charge a fee for each refund requested and processed.

## **9. INTEGRITY AND SECURITY OF THE SYSTEM**

9.1. The Provider hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of the Thola Zonke Rewards System, network and back-office applications.

9.2. The Member may not utilise the Thola Zonke Rewards System in any manner which may compromise the security of the Provider's networks or tamper with the Thola Zonke Rewards System in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Thola Zonke Rewards System or a Member's

wallet, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Thola Zonke Rewards System, all of which is expressly prohibited. Any Member, person or entity which does so, or attempts to do so, shall apart from being restricted of any further use of the Service, be held civilly and/or criminally liable.

9.3. Members are responsible for ensuring that their login details, including but not limited to their chosen five-digit Pin for the Thola Zonke Rewards System, remain secure, private, and confidential.

9.4. The Member shall bear the sole responsibility for all activity that occurs on or through that Members wallet, Rewards card five-digit Pin and/or any other account associated with the Member on the Thola Zonke Rewards System and herewith accepts all risks of any unauthorised or authorised access thereto.

## **10. PROHIBITED ACTIVITIES**

10.1. The Member hereby agree not to utilise the Thola Zonke Rewards System:

10.1.1. to violate any legislation, regulations, statutes and/or applicable laws;

10.1.2. to violate any other person's rights;

10.1.3. for undertaking, facilitating or supporting criminal activity of any kind, including but not limited to, money laundering, ponzi, terrorist financing, illegal gambling operations or malicious hacking;

10.1.4. for any form of abusive activity, including but not limited to, imposing an unreasonable or disproportionately large load on the Provider's infrastructure, or otherwise taking any action that may negatively affect the performance of any network, the Thola Zonke Rewards System or the Provider's reputation;

10.1.5. to attempt to gain unauthorised access to the Provider's network, hosting environment, Thola Zonke Rewards System and/or Members wallet registered with the Provider;

10.1.6. for transmitting or uploading any material to the Provider's network, hosting environment and/or Thola Zonke Rewards System that contains viruses, trojan horses, worms, or any other harmful programmes;

10.1.7. for transferring any Member wallet access rights to a third-party, unless as required by law or with the Provider's prior written consent;

10.1.8. in respect of fraudulent conduct or activity, including but not limited to taking any actions that defraud the Provider or Merchant, or the provision of any false, inaccurate, or misleading information to the Provider; or

10.1.9. for any purpose other than those approved by the Provider in writing.

10.2. The Provider reserves the right to restrict, suspend or terminate the Member's wallet if the Provider suspects, in its sole and absolute discretion, that the Member is using, or has used, the wallet in association with any of the activities listed in the clauses above.

## **11. PERSONAL IDENTIFICATION INFORMATION PROVISIONS**

11.1. The Provider implements and maintains the KYC procedures as part of the Provider's commitment to combatting fraud, combatting corruption, the prevention of money laundering and the prevention of terrorist financing.

11.3. The Member is required to provide certain information and/or documents to the Provider and the extent of the information and/or documents provided by the Member will depend on the Provider's sole discretion of the money laundering and terror financing risk attached to the Member. The Provider reserve the right to request all FICA documentation at any point and for whatever reason during the existence of a Member's relationship with the Provider.

11.4. The Provider may set limits on the Member's wallet, which will be communicated to the Member in a timely manner.

11.5. The Member acknowledges that all documents supplied must meet the sole and absolute satisfaction of the Provider.

11.6. The Provider reserves the right to, at any time and in its sole and absolute discretion:

11.6.1. restrict or suspend the Member's wallet when identification documents are in the process of being verified, outstanding and/or not forthcoming;

11.6.2. to terminate the Member's wallet where the Member has provided false and/or misleading information and after becoming aware of such false and/or misleading information, the Member fails and/or refuses to provide true and correct information in order to enable the Provider to comply with the identity verification processes; and/or

11.6.3. use third-party verification processes to confirm the information of a Member (including but not limited to the Member's identity and proof of address) and by registering on the Thola Zonke Rewards System and/or accepting these Terms, the Member specifically agree that the Provider may provide such third-party verification providers with the required information and/or documentation.

## **12. LIMITATION OF LIABILITY AND DISCLAIMERS**

12.1. Notwithstanding any other express limitations of liability elsewhere in these Terms, the Member acknowledges and agrees in general that neither the Provider nor any shareholders, employees, agents or representatives of the Provider is liable for any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be incurred through accessing or using any aspect of the Thola Zonke Rewards System.

12.2. Save as set out in these Terms, the Provider and Affiliates make no other warranties, representations, and/or guarantees, whether express, implied in law or residual regarding the:

12.2.1. Thola Zonke Rewards System;

12.2.2. the Services provided through the Thola Zonke Rewards System;

12.2.3. third-party services and/or products acquired through the use of the Thola Zonke Rewards System; and

12.2.4. rewards, promotions and any other promotional offers accessible to Members through the Thola Zonke Rewards System.

12.3. To the fullest extent permitted by law, the Member shall and undertakes to, defend, indemnify, and hold harmless the Provider and Affiliates, and hereby disclaim all liability for:

12.3.1. any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be suffered by the Member or any third-party, as a result of, or which may be attributable, directly or indirectly, to the Member's access and/or use of the Thola Zonke Rewards System and/or Rewards card and/or a discount or promotion not being successfully redeemed;

12.3.2. any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be suffered by the Member or any third-party, as a result of, or which may be attributable, directly or indirectly, to any unauthorised access and/or use of the Thola Zonke Rewards System and/or Rewards card and/or Pin;

12.3.3. all liability, howsoever arising and of whatsoever nature, for the acts and/or omissions of other Members (including unauthorized Members, or hackers) of the Thola Zonke Rewards System;

12.3.4. any information, including but not limited to Personal Information, or material contained on, or received through, the Thola Zonke Rewards System;

12.3.5. the Member's use of the Services, third-party services and/or products on the Thola Zonke Rewards System; and/or

12.3.6. the Member's reliance on any information or Links offered through the Thola Zonke Rewards System and Services and/or products, whether arising negligently or not.

12.4. Without limiting the generality of the foregoing, the Provider and Affiliates shall not be liable for any:

12.4.1. loss of business;

12.4.2. loss of data;

12.4.3. loss of profits;

12.4.4. failure and/or unavailability of the Thola Zonke Rewards System for any reason whatsoever;

12.4.5. failure and/or delay by any third-party service provider to render any service which is necessary to ensure the functionality or availability of the Thola Zonke Rewards System; and/or

12.4.6. failure and/or delay by the Provider or third-party service provider to effect delivery of any products ordered on any applicable Online store.

12.5. Information transmitted via the internet, device and/or equipment used by the Member may be susceptible to monitoring and interception. The Member shall bear all risks of transmitting information in this manner. The Provider and Affiliates shall not be held liable for any loss, damage, expense, harm or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be incurred by the Member as a result of the transmission of any information to the Provider and Affiliates by the Member or any other third-party.

12.6. The Member specifically acknowledges and agrees that the Provider and Affiliates are not liable for any conduct of any Member in any way whatsoever in respect of the access, use or sharing of resources or otherwise provided on the Thola Zonke Rewards System.

12.7. The Provider and Affiliates does not warrant that the Member's use of the Thola Zonke Rewards System or any Service provided will be uninterrupted, always available, error-free, will meet the Member's requirements and/or that any defects relating to the Services and/or the Thola Zonke Rewards System will be rectified.

12.8. To the fullest extent possible by law, the Provider and Affiliates further expressly disclaim all, express or implied warranties, including, without limitation:

12.8.1. non-infringement;

12.8.2. compatibility;

12.8.3. security;

12.8.4. accuracy, in respect of the Thola Zonke Rewards System; and

12.8.5. merchantability and/or fitness for a particular purpose of the Thola Zonke Rewards System.

12.9. In the event that the Provider and/or Affiliates are found liable in connection with any discount or promotion in relation to the Thola Zonke Rewards System, their liability shall not exceed the monetary value of such discount or promotion, regardless of the reason for liability, whether contractual, statutory, or delictual, except to the extent that such liability cannot be excluded by applicable law.

### **13. TERMINATION**

13.1. The Provider reserves the right to suspend and/or terminate the Members access to the Thola Zonke Rewards System for any reason at any time.

13.2. A Member's wallet may be voluntarily closed or terminated by the Member at any time by taking the necessary and required actions.

13.3. The Member bears sole responsibility for ensuring that the correct procedure has been followed to properly close their wallet on the Thola Zonke Rewards System.

13.4. Any Member's entitlement to use a Member wallet shall cease upon such termination. Value remaining in a Member wallet should be redeemed or used by the Member prior to closing such wallet.

13.5. Subject to the relevant legislation, a Member may request a refund from the Provider when closing or terminating a Members wallet. In the absence of such request, value remaining in such a wallet shall be forfeited to the Provider. The Provider is entitled to charge a refund fee.

### **14. COPYRIGHT AND INTELLECTUAL PROPERTY**

14.1. All copyright, trademarks, logos, names, designs, service marks, proprietary rights, goodwill, intellectual property rights, materials, texts, information, illustrations and/or data on the Thola Zonke Rewards System or modifications thereof (whether registered or unregistered) ("Intellectual

Property) are owned by the Provider, alternatively, the Provider is the lawful user and licensor thereof, and is protected under both South African and international intellectual property laws. Nothing contained on the Thola Zonke Rewards System should be construed as granting any licence or right to use any of the Intellectual Property without the prior written consent of the Provider.

14.2. Any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such Intellectual Property or any component thereof by a Member will be an infringement of such rights of the Provider and the Member hereby indemnifies the Provider and any third-party against any loss, liability, damage, claim, action or expense of whatsoever nature (whether direct, indirect, specific, incidental or consequential) which the Provider or any third-party may suffer which is caused by or attributable to the Member's unauthorised use of the Intellectual Property.

14.3. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Thola Zonke Rewards System are granted to the Member.

14.4. Subject to the above clauses, the Member may use the Intellectual Property or any component thereof for the Member's own internal non-commercial purposes and for purposes of considering and making use of the Services.

## **15. MEMBER WARRANTIES**

15.1. By registering and/or accessing the Thola Zonke Rewards System and/or utilising any Services and/or accepting the Terms, the Member expressly warrants and represents that the Member:

15.1.1. is 18 (eighteen) years of age or older and of full legal capacity. If the Member is under the age of 18 (eighteen) or if the Member is not legally permitted to enter into a binding agreement, then the Member may access the Thola Zonke Rewards System and/or utilise the Services only with the involvement and supervision of a parent or legal guardian. In the event that the parent or legal guardian supervise the Member and gives his/her consent, then such person agrees to be bound to these Terms and to be liable and responsible for the Member and all the Members' obligations under these



Terms. Further in the event that the Member is under the age of 18 (eighteen) or if the Member is not legally permitted to enter into a binding agreement and the Member fraudulently misrepresents his/her legal capacity to accept the Terms, then without prejudice to any other rights or remedies in law, Section 39(2) of the Consumer Protection Act 68 of 2008 will apply;

15.1.2. is not a prodigal, insolvent, of unsound mind, mentally handicapped and has full legal capacity to enter into the Terms;

15.1.3. is utilising the Member's own name, identity number, passport number and other contact details belonging to the Member to sign up on the Thola Zonke Rewards System;

15.1.4. is not utilising a third-party's personal details to sign up on the Thola Zonke Rewards System;

15.1.5. will not use the Thola Zonke Rewards System, the Services and/or any information of whatsoever nature made available and/or sent to the Member by the Provider pursuant to the Member's use or access of the Thola Zonke Rewards System for any purpose that is unlawful and/or prohibited under the laws of South Africa and/or international law and/or constituting a contravention of the Terms;

15.1.6. understands the nature, risks involved and extent of the Terms and the consequences of the Terms and/or any breach thereof and that the Member has carefully considered his/her/its financial position before registering with the Provider and the Member is solely responsible for the decision to utilise any Services subject to clause 15.1.1. above, for the decision to access the Thola Zonke Rewards System and/or utilise any Services;

15.1.7. shall furnish the Provider with information that is both true and correct and shall not attempt to misrepresent information to the Provider that is harmful, false and/or illegal;

15.1.8. shall not engage and/or attempt to transact on behalf of any third-party; and

15.1.9. is a lawful resident of the Republic of South Africa.

## **16. ONLINE STORE CONTENT, PRICES, PRODUCT DESCRIPTIONS AND IMAGES**

16.1. The Thola Zonke Rewards System may support various Online stores with products and services provided by the Provider and/or various third-party service providers. Reasonable steps are taken by the Provider to ensure that the information on the Online stores and related electronic marketing material is accurate and current. The Provider does not, however, warrant that such content and/or information displayed are always accurate, complete and/or current.

16.2. The Provider reserves the right to limit the quantities of any item offered for sale on any of the Online stores.

16.3. Products may vary from photographs.

16.4. Offers may vary and not be available on all the Online stores.

16.5. The Provider accepts no liability, to the extent permitted by law, for any direct, indirect, incidental, consequential or special injury, harm, death, loss or damage of any kind whatsoever or howsoever caused, arising from the acquiring, consumption or use of any of the products or use of the services available in any of the Online stores.

16.6. Any products displayed or available in the Online stores are subject to availability.

16.7. The Provider and/or third-party service provider reserve the right to discontinue or change the specifications of the products and services available in the Online stores from time to time without notice. The Provider shall inform the Member as soon as possible if any products or services are no longer available.

## **17. REWARDS DISCOUNTS**

17.1. The Provider reserve the right to modify, exclude or discontinue any promotion, promotional offer, loyalty program or loyalty discounts at any time.

17.2. When Members meet the prescribed requirement, they are automatically entered into the draws of promotional competitions.

17.3. Only registered Members are eligible to win the aforementioned competitions. If a Member is removed from the Thola Zonke Rewards System for any reason, their entry will be disqualified from the relevant promotional competition.

17.4. Discounts, rewards, benefits and promotional codes offered on the Rewards card have no cash value and may not be ceded, transferred, duplicated or sold. Such discounts, rewards, benefits and promotional codes may not be combined with any other discounts, codes or promotions and cannot retroactively be applied to deal discounts or vouchers if they have expired or if there are applicable products out-of-stock at the time of redemption.

17.5. Prices displayed on products or on the OBC website and digital platforms are indicative of pricing at a selected store of choice. Despite all efforts to ensure correct pricing, errors may occasionally occur in-store, on the website, and on digital channels.

17.6. Thola Zonke promotional prices and Member deals indicated on products or on the OBC website and digital platforms reflect pricing at a selected store of choice. While care is taken to avoid incorrect pricing, errors may sometimes occur on the website, in-store, and on digital platforms.

17.7. Discounts, rewards, benefits, savings deals and promotions are valid only for redemption by registered Members, unless otherwise specified.

## **18. PRIVACY POLICY**

18.1. The Provider and Affiliates are committed to protect the privacy of Members and comply with strict measures and protocols to ensure that all Personal Information is collected, processed and used properly, lawfully and transparently. The Member, Provider and Affiliates shall for purposes of this Privacy Policy and hereafter collectively be referred to as the “Parties” and individually as the “Party”.

18.2. Processing for purposes of this Privacy Policy means any operation or activity, whether automatic or not, concerning Personal Information, including:

18.2.1. collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

18.2.2. dissemination by means of transmission, distribution or making available in any other form;

18.2.3. merging, linking, restricting, degradation, erasure or destruction of information; and

18.2.4. the terms “Processing”, “Process” or “Processed” shall have corresponding meanings.

18.3. The Member’s acceptance of the Terms and use of the Provider’s Thola Zonke Rewards System signifies the Member’s express consent to the Provider to collect, Process and otherwise use the Member’s Personal Information as specified in this Privacy Policy.

18.4. The Member acknowledges that the Provider and Affiliates, who in some instances may reside outside the geographical borders of South Africa, may collect and process Personal Information about the Member for the purposes of providing access to the Thola Zonke Rewards System, to understand the Member’s requirements as well as to enable the Provider to deliver the Services more effectively.

18.5. The Member hereby consent to the processing of such Personal Information in order for the Provider to provide the Services, to comply with any legal obligations, to comply with the provisions of these Terms and to protect any other relevant legitimate business interests.

18.6. Information is collected directly from the Member in the instances where the Member personally furnish the Provider with details on the Thola Zonke Rewards System and/or Online stores to enable the Provider and Affiliates to create a personalised profile to ensure the best user experience and maximum benefits to the Member. Where applicable and reasonably possible, the Provider shall inform the Member as to which information is required and which information is optional.

18.7. Personal Information as referred to in this Privacy Policy and according to POPIA, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.

18.8. Personal Information further includes information that enable the Provider to accurately identify the Member as an individual or for the purposes of confirming the identity of the Member and may also include information related to:

18.8.1. race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth;

18.8.2. education or the medical, financial, criminal or employment history;

18.8.3. any identifying number including but not limited to identity number and/or passport number, symbol, e-mail address, physical or residential address, landline telephone number, Mobile Number, location information, online identifier or other assignment;

18.8.4. biometric information and identifying photographs of the Member;

18.8.5. the personal opinions, views, shopping habits, schedules or preferences of the Member;

18.8.6. correspondence sent by the Member that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

18.8.7. views or opinions of another individual about the Member;

18.8.8. name of the Member if it appears with other Personal Information relating to the Member or if the disclosure of the name itself would reveal information about the Member;

18.8.9. transaction records;

18.8.10. information collected during the registration process that may include shopping behaviour and preferences;

18.8.11. information pertaining to helpline queries made by the Member.

18.9. Personal Information excludes general, statistical, aggregated or anonymised information.

18.10. Further to the provisions of POPIA and/or FICA, the Provider may also include change of name details as Personal Information. In the event of a change of name the Provider may require copies of the marriage certificate or official change of name document issued by the Department of Home Affairs.

18.11. Website usage information may be collected using text files that is stored on the Member's devices by the web browser ("Cookies") which allows the Provider to collect standard internet visitor usage information.

18.11.1. The Provider and Affiliates may use Cookies to enhance the Member experience. The Member's web browser places Cookies on their hard drive for record-keeping purposes and sometimes to track information about them. The Member may choose to set their web browser to refuse Cookies, or to be notified when Cookies are being sent. If the Member does so, note that some parts of the Service may not function properly.

18.11.2. The Provider and Affiliates, store and use the above mentioned information to communicate requested information to the Member, to provide Services to the Member as requested by the Member, to authenticate the Member, to provide the Member with access to restricted pages on the Thola Zonke Rewards System and to compile non-personal statistical information about browsing habits, click patterns and access to the Thola Zonke Rewards System.

18.11.3. Information detailed above is collected either electronically by using Cookies or is provided voluntarily by the Member. Members may determine cookie use independently through their browser settings. For purposes of this clause, a cookie means a small computer file created by a web browser to save user information for website.

18.11.4. Cookies ensure that the Provider and Affiliates are able to continually improve their Service. "First party Cookies" (originating from the Provider) are used to simply track the Member's visits between sessions and deliver a more personalised experience. "Third party Cookies" (not

originating from the Provider) are used to provide traffic analysis and tracking.

18.11.5. Cookies may be set through the Thola Zonke Rewards System by the Provider's advertising partners. These Cookies may be used by those companies to build a profile of the Members interests and show the Member relevant advertisements on other sites. They do not store Personal Information directly but are based on uniquely identifying the Member's browser and internet device. If the Member does not allow these Cookies, the Member will experience less targeted advertising.

18.11.6. Cookies ensure that the Provider and Affiliates are able to continually improve their Service. "First party Cookies" (originating from the Provider) are used to simply track the Member's visits between sessions and deliver a more personalised experience. "Third party Cookies" (not originating from the Provider) are used to provide traffic analysis and tracking.

18.11.7. The Thola Zonke Rewards System may use "Google Analytics", a web analytics service of Google Inc. (hereinafter referred to as "Google"). Google Analytics uses Cookies on the Member's device which assists in evaluating the use of the Thola Zonke Rewards System (more information can be found here: <https://policies.google.com/technologies/types>).

18.11.8. The Provider uses the code "get.anonymizeIP ()"; "This results in Google shortening the Member's IP address and allowing an anonymised evaluation. The reduction of IP addresses occurs within the EU or the European Economic Area. The IP address submitted by the Member's browser as part of Google Analytics will not be merged with other google data.

18.11.9. The data collected with the help of Cookies is usually transferred to a google server and stored there. Compliance with data protection standards and data rights is ensured by a certification under the EU- US privacy shield. See the Google Privacy statement [<https://policies.google.com/privacy>] for more information.

18.11.10. On the Provider's behalf, Google uses the data collected through Google Analytics to evaluate the use of the Thola Zonke Rewards System,

to compile reports on the website activities and to provide further information related to the use of the Thola Zonke Rewards System.

18.11.11. Data is stored for a period of 14 months. The Member can prevent the storage of the Google Analytics Cookies by a corresponding setting in the Member's browser. This may restrict the functionality of the Thola Zonke Rewards System.

18.11.12. The Member may also prevent the collection of data generated by Cookies and use of the Thola Zonke Rewards System (including your IP address) by Google and the processing of such data by Google by clicking the Opt-Out Button located on the cookie banner, this will place an opt-out cookie on your browser. Learn more by clicking on the link below: <https://policies.google.com/technologies/managing>.

18.12. The Provider may use Personal Information only for the purposes for which it was collected, in accordance with the requirements of FICA and/or as agreed with the Member. Neither Party may retain a record of Personal Information longer than is necessary for achieving the purpose for which the information was Processed, unless such retention is:

18.12.1. required by law;

18.12.2. reasonably required for a lawful purpose related to a Party's functions or activities;

18.12.3. required by an agreement between the Parties; or

18.12.4. for reasons of historical, statistical or research purposes with the other Party's prior written consent, provided that appropriate safeguards have been established to protect the Personal Information.

18.13. Upon expiry or termination of the business relationship for any reason whatsoever, the parties shall immediately cease handling Personal Information and return the Personal Information in a manner and format reasonably requested by the other Party, or if specifically instructed to do so, immediately destroy or permanently delete all forms of Personal Information in its possession, power and/or control and provide the other Party with a return or permanent destruction certificate.



18.14. If a Party disposes of any paper, electronic or other record containing Personal Information, such Party shall do so by taking all reasonable steps (based on the sensitivity of the information) to destroy the Information by:

18.14.1. shredding;

18.14.2. permanently erasing and deleting; or

18.14.3. otherwise modifying the Personal Information in such records to make it unreadable, or permanently indecipherable.

18.15. The Provider may disclose Personal Information to third-party service providers who are involved in the delivery of products or services to the Member. The Member acknowledges and herewith grants express consent that Personal Information may be transferred in accordance with Chapter 9 of POPIA cross border as the Provider makes use of certain third-party cloud-based data services. It is agreed that neither Party shall receive or transfer Personal Information or any data to Europe without entering into a separate data transfer agreement.

18.16. The Member shall take all reasonable steps to ensure that the Personal Information is complete, accurate, not misleading and updated.

18.17. The Provider must take all appropriate steps to ensure that Personal Information is Processed in accordance the 8 (eight) statutory conditions for the lawful Processing of Personal Information, as listed in section 4(1) of POPIA and detailed in Part A of Chapter 3 of POPIA.

18.18. The Provider and Member are compelled, on request, to comply with all instructions that are deemed necessary to enable either Party to comply with its obligations under POPIA.

18.19. Where either Party Processes Personal Information of the other Party within the ambit of these Terms, such Party shall:

18.19.1. perform a data protection risk assessment to identify any potential data protection risks;

18.19.2. take all reasonable steps to ensure that all Personal Information that is collected is complete, accurate, not misleading and updated;

18.19.3. ensure that any Processing of Personal Information shall be for a specific, lawful purpose for a limited time and strictly in accordance with expressly granted or written instructions;

18.19.4. ensure that Personal Information is not processed further for a secondary purpose without the expressly granted or written consent of the other Party, unless such further Processing is strictly conducted to comply with an obligation imposed by law;

18.19.5. treat all Personal Information confidentially and not disclose or otherwise make available to any third-party (including third-party service providers) other than authorised personnel or third parties who require access to such Personal Information strictly on a “need-to-know” basis for that Party to carry out any obligation under these Terms;

18.19.6. ensure that any personnel and/or other persons having access to and/or Process the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations on substantially the same terms and conditions as set forth in these Terms;

18.19.7. place appropriate technical measures in place to ensure that the integrity of the Personal Information is secure and protected against any unauthorised or unlawful access, use, acquisition, disclosure, interference, modification, accidental loss, destruction, disclosure or damage (which measures may include, encryption, resilience testing of systems and regularly assessment of the effectiveness of implemented technical measures);

18.19.8. immediately comply with any lawful instruction from any Party to correct and/or delete Personal Information; and

18.19.9. when called upon by the other Party, provide reasonable evidence of compliance with POPIA for auditing purposes or submit an independent auditor’s report verifying compliance with POPIA.

18.20. The Provider endeavors to have agreements in place to ensure that third-party service providers comply with the privacy requirements as contemplated by POPIA.

18.21. The Provider may further disclose Personal Information in the instance where the Provider have a duty or a right to disclose in terms of law or industry codes as well as where the Provider believe it is necessary to protect their rights.

18.22. The Provider is legally obliged to provide adequate protection for any stored Personal Information and to further prohibit any unauthorized access and use of such Personal Information. The security protocols, controls and related processes of the Provider are reviewed on an on-going basis to ensure that Personal Information remains protected and secure.

18.23. The Member has the right to request a copy of relevant Personal Information stored by the Provider. Specified information may be requested by contacting the Provider at the email addresses as provided on the Provider website under the heading "Contact us". Positive verification of KYC information to confirm the identity of the Member shall be required before any Personal Information may be provided.

18.24. Where a Party is required to disclose any Personal Information by law, regulation, industry code or court order, such Party shall promptly notify the impacted Party in writing of (unless prohibited by law):

18.24.1. any requests from an individual with respect to Personal Information and shall not respond to any such requests unless expressly authorised to do so by the impacted Party; or

18.24.2. any complaint relating to the processing of Personal Information including, but not limited to, allegations that the processing infringes an individual's rights under POPIA.

18.25. The Party concerned shall take such steps to limit the extent of the disclosure to the extent that it lawfully and reasonably practically can and shall afford the impacted Party a reasonable opportunity, if possible and permitted, to intervene in the proceedings.

18.26. Please note that any access to information request may be subject to a fee as prescribed by relevant legislation.

18.27. In the event of any Party having reasonable suspicion or reasonably believes that unauthorised or unlawful use, access, acquisition, disclosure,

accidental loss, destruction or damage to Personal Information (“Security Incident”) has occurred, such Party shall:

18.27.1. promptly notify the other Party in writing immediately upon becoming aware of or having reasonable grounds to suspect the Security Incident;

18.27.2. promptly provide a full investigative report along with the corrective actions reasonably necessary to prevent a future recurrence of such violation or Security Incident;

18.27.3. at its cost, take all necessary and reasonable steps to mitigate the extent of the loss or compromise of Personal Information and, if applicable, to restore the integrity of the affected information systems as quickly as possible;

18.27.4. furnish the other Party with details of the person or entity affected by the compromise and the nature and extent of the compromise;

18.27.5. provide the other Party with a report on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved; and

18.27.6. consult with the other Party and where required by law, notify the appropriate authorities.

18.28. The Member may submit a complaint to the Regulator at [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za).

## **19. GENERAL**

19.1. These Terms shall be governed in all respects by the laws of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.

19.2. Any breach on the part of the Member in relation to the Terms set out herein will result in the Provider, in addition to the normal common law remedies, to take the necessary and appropriate legal action in any South African court with competent jurisdiction, without prior notice to the

Member and the Member hereby agrees to reimburse the Provider for any costs incurred in instituting legal action.

19.3. Except as explicitly stated otherwise, any notices shall be given by email or WhatsApp to:

19.3.1. for the Provider: support@tholazonke.co.za; and

19.3.2. for the Member, the email address or mobile number that the Member has furnished to the Provider on the Thola Zonke Rewards System and listed in the Member profile, or such other address that has been specified by the Member.

19.4. Notice shall be deemed to be given 48 (forty-eight) hours after an email or WhatsApp is sent, unless the sending Party is notified that the email address is invalid.

19.5. Alternatively, the Provider may give the Member notice by registered mail to the address which the Member has provided to the Provider. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.

19.6. The Member acknowledges that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means, including but not limited to email or SMS, and that such communications shall be deemed to be given “in writing”.

19.7. Notwithstanding anything to the contrary, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

19.8. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.

19.9. The Provider’s failure to act with respect to a breach by the Member or others does not constitute a waiver of the Provider’s right to act with respect to subsequent or similar breaches.

19.10. Any indulgence or extension of time granted to the Member shall not be construed as a waiver or variation of any of the Provider's rights or remedies in these Terms or in law.

19.11. The Member shall not be entitled to cede or assign any rights or delegate any obligations that the Member may have in terms of these Terms to any third-party without the prior written consent of the Provider.

19.12. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the agreement to the Terms and/or whether it was negligent or not.

19.13. The paragraph headings of these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

19.14. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.

19.15. The Thola Zonke Rewards System is controlled, operated and administered by the Provider from various locations within the geographical borders of South Africa. The Provider makes no representation that the content and/or functionality of the Thola Zonke Rewards System is appropriate or available for use outside of South Africa. Access to the Thola Zonke Rewards System from territories or countries where the content and/or functionality of the Thola Zonke Rewards System is illegal, is prohibited. Members may not use the Thola Zonke Rewards System in violation of South African export laws and regulations. If the Member accesses the Thola Zonke Rewards System from locations outside of South Africa, that Member is responsible for compliance with all other local and applicable legislation.

19.16. These Terms set forth the entire understanding and agreement between the Provider and the Member with respect to the subject matter hereof.