

Just Rewards Loyalty – Terms of Sale

IMPORTANT NOTICE: *Your participation with Just Rewards Loyalty will be governed by the terms & conditions set out below. It is the responsibility of the member to read and understand these provisions. Choice of law: unless Just Rewards Loyalty agrees otherwise a) the language of your agreement and all communications relating to it will be in English and b) all aspects of your agreement, is subject to South African law and the decision of South African courts (see section 27).*

1. Introduction

- 1.1. These Online Terms and Conditions (T&Cs) and Terms of Sale, which include any policies on the Just Rewards Loyalty's website (www.justrewards.co.za), herein referred to as 'the website', applies to the subscription, membership, sale and delivery of services, access to the information and use of this Website by customers and clients.
- 1.2. By using this Website, the customer is bound by and agrees to these T&Cs, which we may change without notice from time to time. If the Customer does not agree to any of the T&Cs the Customer should not continue to use the Website.
- 1.3. When creating an online account, a user profile will be created for which will serve as agreement, consent to and acceptance of these T&Cs and Privacy Policy (along with any other policies accessible on the website, whether explicitly or tacitly provided in the T&Cs).
- 1.4. Use of our website confirms your understanding and acceptance of these Terms and Conditions, and the Customer will be bound by these T&Cs and Privacy Policy during all transactions relating to the purchase of services from our website and the use of the site itself.

2. Definitions:

- 2.1 "Affiliate" means any person, firm or corporation which is a subsidiary company, parent company, affiliate or partner company of Just Rewards Loyalty.
- 2.2 "Just Rewards Loyalty" shall mean Just Rewards Loyalty (Pty) Ltd.
- 2.3 "CPA" shall mean the Consumer Protection Act 68 of 2008;
- 2.4 "Client" or "Customer" shall mean the ultimate end user of the Product;
- 2.5 "Customer" shall mean the person, natural or otherwise, who purchases the services from Just Rewards Loyalty under these terms and conditions;
- 2.6 "Customer documents" shall mean any documentation or previous discussions, whether in writing or otherwise, between Just Rewards Loyalty and the Customer relating to the sale of services,
- 2.7 "MCA" shall mean the Magistrate's Court Act 32 of 1944;
- 2.8 "Products" shall mean all items, including services, presently being sold or supplied by Just Rewards Loyalty.

3. Use of the Website:

- 3.1. The following activities on or through the Website are *expressly prohibited*:
- 3.1.1. any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Website or the content contained thereon; and
 - 3.1.2. the collection or use of any listings, descriptions, and/or price lists from the Website for the benefit of a competing merchant that supplies services comparable to those offered on the Website; and
 - 3.1.3. any use or action that imposes an unreasonable or disproportionately-large load of traffic on the Website, or otherwise interferes with the proper and timely functioning of the Website;
 - 3.1.4. any attempt to gain unauthorised access to the Website or its related systems or networks;
 - 3.1.5. accessing the Website for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose; and
 - 3.1.6. the reverse engineering or decompiling of the Website.
- 3.2. When a Customer registers on the Website, they will be required to provide certain access details, including a username and a password. Customers are responsible for maintaining the confidentiality and security of your User Name and Password for access to the Website and accept full liability for all activities that occur on or involves the Website under a Customers User Name. Customers may not:
- 3.2.1. allow other people to use their User Name and Password; or
 - 3.2.2. impersonate another User or any third party; or
 - 3.2.3. provide false information to gain access to the Website.
- 3.3. Customers warrant their identity (in other words, they are who they say they are).

IMPORTANT NOTICE: *Although reasonable steps have been taken to ensure the accuracy and completeness of the contents, data and information on this Website, there may be instances where such information proves inaccurate or incomplete. Customers should take all reasonable steps to ensure and verify the accuracy of the contents, data and information obtained from this Website, especially if certain information appears to be inaccurate, particularly product pricing and promotional content.*

4. Membership and Fees

- 4.1 Your Just Rewards Loyalty membership is for your use exclusively and is *non-transferable*.
- 4.2 Individual members of families or groups, or employees of corporate companies or other entities can only be a member in their capacity as individuals.

4.3 Just Rewards Loyalty does not guarantee or warrant that any or all of the benefits or privileges of the program will be available at all times. Just Rewards Loyalty reserve the right to change, modify, limit or cancel any of the program benefits at any time. This includes increasing or decreasing any requirements for the discount or limiting the availability of discounts at certain times and periods.

4.4 Special offers advertised on www.justrewards.co.za are only available to our members. This discount is not available in conjunction with any other offer the restaurant may be running at any one time – this may include set menus or any other menus other than the a la carte menu.

5. Participating Restaurants and Establishments:

5.1 The Just Rewards Loyalty benefits are available at certain restaurants which have elected to participate in the Just Rewards Loyalty programme (“Participating Restaurants”), provided that the participating agreement of the restaurant is unchanged. Please view our portfolio of participating restaurants at www.justrewards.co.za to see the directory key specific to the particular restaurant.

5.2 We will use all reasonable endeavours to update the website to show the current particulars of participating restaurants and the terms of their availability for participation in the scheme. Participating restaurants may, however, be entitled to withdraw from the scheme or change the terms and conditions of their availability after you have become a member and we take no responsibility for any such withdrawals by participating restaurants or any such changes in their terms and conditions or availability. Members will have the benefit of any additional restaurants which join the scheme at a later date and any increase in availability of participating restaurants.

6. Restrictions on Benefits and Discounts on Dining:

6.1 In certain instances, where members are dining at a Participating Restaurant, utilizing their facility, the Just Rewards Loyalty benefits will not apply: on any current specials or discounted food items given by the restaurant, certain fixed menu’s, Fridays and Saturdays at specified restaurants (please see website), specified public and special holiday such as Father’s day, Mother’s day, Valentine’s day and December holidays (please see website), wet items (beverages) will not receive the discount. The food order always needs to comprise of a main meal, for example a starter and main meal, or main meal and dessert, or all three. The discount will not apply to starters and desserts only.

6.2 Just Rewards Loyalty does not guarantee or warrant that any or all of the benefits or privileges of the program will be available at all times. Just Rewards Loyalty

reserves the right, to change, modify, limit or cancel any of the program benefits at any time. This includes increasing or decreasing any requirements for the discount, and changing program partners. Members will be notified of any such changes. The Just Rewards Loyalty discounts and benefits will not be applicable at any restaurant or establishment that is no longer a partner of Just Rewards Loyalty.

6.3 Just Rewards Loyalty discounts apply for the duration of the subscriptions and will cease after the last available month as stipulated by the agreement.

6.4 Just Rewards Loyalty discounts may not be transferred to any other individual, even if that other individual is also a member.

6.5 Just Rewards Loyalty discounts may only be used towards food items; no wet items will apply. It may not be used to tip the waiter or to pay for any other item as stipulated by the specified restaurant or establishment as highlighted on our website.

6.6 Just Rewards Loyalty will not pay for losses arising from our inability to provide the services in the event of war, terrorism, invasion, insurrection, or military or usurped power or for any reason that is beyond our reasonable control.

7. Use of Participating Restaurants and Establishment's Unique Keys:

Each participating restaurant and establishment will have a specific key, indicating which times and periods the Just Rewards Loyalty benefits/discounts will be applicable, in order to receive the discounts. This key does vary from establishment to establishment. Please ensure that you go onto the website first and view the relevant available periods, timelines and booking procedures as well as any relevant exclusions for the use of your Just Rewards Loyalty benefits and discounts. Should you arrive at one of our participating restaurants or establishments outside of these stipulated time frames and periods or do not follow the various booking procedures or exclusions, the discount will not apply. Should the establishment have any issues with the Just Rewards Loyalty members misusing or abusing their membership in any way or trying to receive discounts outside of these periods, this will be escalated to Just Rewards Loyalty and upon investigation you could be removed from the membership program.

8. Terms and Conditions on Reservations

8.1. Some restaurants may require you to make a booking prior to dining. Please see the website www.justrewards.co.za for this information and upon booking please notify the restaurant that you are a Just Rewards Loyalty Member. Failure to do so may prevent you from receiving your discount at

the specified restaurant. Should you fail to adhere to the correct procedure, Just Rewards Loyalty cannot be held responsible for or liable in any way.

9. **Cinema Tickets**

- 9.1. The 2 for 1 movie benefits entitles the member to buy one movie ticket and receive the second movie ticket free at any 2 for 1 participating cinema outlet in South Africa, excluding 3D cinemas.
- 9.2. This offer is open to residents of South Africa who are valid customers of the Just Rewards Loyalty 2 for 1 Movie benefits.
- 9.3. The member must be activated and abide by the rules set out in the Terms and Conditions.
- 9.4. The member must use their mobile phone and Dial the allocated USSD number to access the Movie Tickets menu and request a 2 for 1 movie voucher.
- 9.5. The members will then select a payment method to purchase the first movie ticket.
- 9.6. Payment is made by Visa or MasterCard Credit Cards, Signature Debit Card (CVV present) or via airtime.
- 9.7. Members are only authorized to use Credit /Debit cards listed on their own names.
- 9.8. Upon successful payment the member will receive (2) movie tickets – the bought movie ticket and the free ticket.
- 9.9. These vouchers will be sent via sms to the members mobile.
- 9.10. The member will need to insert the voucher numbers into the self-terminal to book seats in the cinema. Vouchers must be entered only at the self-service terminal by using the “E-Voucher” option.
- 9.11. The member agrees that they may not attempt to use this voucher 24 (Twenty-Four) hours after receiving the voucher code, as this will constitute as fraud.
- 9.12. Tickets issued via the USSD cannot be exchange, sold or refunded.
- 9.13. This offer is valid for films as advertised by each participating cinema.
- 9.14. It is not valid with other promotions the cinema may have.
- 9.15. Original 2 for 1 Movie Cards may be required to be presented from time to time.
- 9.16. The benefits may be used as often as the member wishes.
- 9.17. Film classification rules apply and identification may be required. The cinema manager’s decision is final and standard cinema rules apply.
- 9.18. The member is not entitled to preferential rights over other cinema patrons.
- 9.19. The company is not liable for any loss suffered by the member when using the 2 for 1 benefit.

10. Orders:

When you attempt to purchase any service or carry out any purchase/transaction on our Website by clicking the "REDEEM" or equivalent option, this constitutes an offer to redeem the service and/or complete the purchase/transaction. We reserve the right to reject your offer and not conclude a sale agreement with you.

11. Pricing

11.1. Services sold and provided by Just Rewards Loyalty (including any Products) or by the company on behalf of third parties may be subject to applicable taxes, which will be added at checkout.

11.2. Occasionally there may be an error or omission related to the pricing or description of advertised products. We will use reasonable efforts to correct any errors or omissions as soon as practicable after learning of them. We reserve the right to change, modify, substitute, suspend or remove without notice any information related to items for sale.

12. Payment

You may only pay for services purchased on our Website using a valid credit or debit card or post pay service or any other payment method made available by the Company on our Website. It is acknowledged and agreed that any payment made by you using a post pay service is an additional separate contractual arrangement between you and that service provider and subject to the terms and conditions of that provider.

13. Warranties and other information

13.1. Unless stated otherwise specified, all products are sold "as is."

13.2. While we work to ensure that the product information on the Website is correct, we cannot guarantee that product/service descriptions are accurate or complete. All information is provided for informational purposes only and we encourage you to read all information that accompanies the products before use.

14. Cancellations

You have the right to cancel your initial registration of membership with us within 14 days from your receipt of your membership documentation (the 'cooling off period'). You will not be entitled to a refund. If you wish to cancel after the cooling off period has expired, and subject to any other statutory rights you may have, we will not be obliged to give refunds for any unexpired proportion of your membership.

15. Liability

- 15.1 In no event do we accept liability of any description, including liability for negligence for any damages or losses including, without limitation, loss of business, revenue, profits, or consequential loss whatsoever resulting from use of or inability to use our website or the Just Rewards Loyalty benefits and discounts. We do not provide any warranty that the website or sites which are linked to our Site are free from computer viruses or any other malicious or impairing computer program. The pages contained in the site may contain technical inaccuracies and typographical errors. The information in these pages may be updated from time to time and may at times be out of date. We do not accept any responsibility for keeping the information in these pages up to date or liability for any failure to do so.
- 15.2 Third party goods and services: we do not vouch for those persons, companies and other organizations whose goods or services may be accessed or displayed through or on the site. We take no responsibility for bad experiences or bad food at any of the restaurants. We do not have and never intend to have any contractual involvement in your bookings or other dealings with the restaurants on our site. We will not become involved in any dispute between you and a restaurant.
- 15.3 The provider will supply all goods to the delivery company in good order. The provider will not be held liable for the condition of goods arriving at the user's chosen delivery address.

16. Rules

The subscriber shall not allow any person visiting the site;

- 16.1. To post, transmit or otherwise distribute any information, which would constitute conduct amounting to a criminal act, or give rise to civil liability.
- 16.2. To post, transmit or otherwise distribute software containing a virus canelbot, Trojan horse, worm, or other harmful or disruptive component.
- 16.3. To upload post, publish, transmit, reproduce or distribute any information, software, or any other information which is obtained from the site which is protected by copyright or any other intellectual property right, without obtaining prior written consent from the intellectual property right holder.
- 16.4. To use the site in an unlawful manner.

17. **Competitions**

- 17.1. Competitions are open to residents of South Africa only and all entries must be made in the English language.
- 17.2. Anyone working for us or any family members or associates are prohibited from entering any competitions and also any company or any professional and / or commercial entry are similarly prohibited from entering.
- 17.3. No cash alternative is available to any prize unless expressly stated otherwise.
- 17.4. The closing date for any competition is as stated on the entry form. The judges cannot accept responsibility for late entries.
- 17.5. Entrants expressly declare that they do understand these Terms and Conditions and are duly authorized to participate in the competition
- 17.6. The editors and/or judge's decision will be final. We will not enter into correspondence.
- 17.7. All entrants' information is private and will be used only in accordance with our Privacy Policy.
- 17.8. Multiple winners may be subject to tie-break to decide an outright winner.
- 17.9. Any deviation from the rules and/or attempt to manipulate the outcome of the prize will result in disqualification.
- 17.10. Winners under 18 years old require permission from a parent/guardian to take the prize and any winner may be required to submit proof of age or prove ownership and authorized use of phone.
- 17.11. Prizes are non-transferable in whole or in part, must be taken as stated and may not be sold to a third party. You must confirm acceptance of the prize as stated, failing which you will no longer be eligible for a prize, and that prize will be re-drawn/next highest score etc.
- 17.12. we accept no responsibility for any incorrect or incomplete registration details that you may supply as part of your registration and responsibility will not be accepted for undelivered, lost or delayed text messages or postal entries nor for any network errors for which there may be delays during peak time. Proof of sending is not proof of receipt. Technical or ineligible errors will void entries.

- 17.13. If any prize offered is unavailable, we reserve the right to select alternative prizes of equivalent value and we reserve the right to modify, supplement or withdraw all or part of this competition without notice and there are no refunds for abortive games. Your statutory rights are unaffected.
- 17.14 Entrants acknowledge that in consideration of the prize offered to winners by us the winning entries may be released, displayed to the public by us or any company connected with the promotion. This will be in the form of the winner's name and city of origin. Entrants agree that we are the owner of the entire copyright, whether now existing or howsoever, arising in the future, including all the rights throughout the universe to promote, reproduce for commercial use or otherwise, edit, advertise and publicize, produce, record and reproduce by any art medium or method whether now known or later developed ('Exploitation Rights') to be exercised in our sole discretion throughout the world for the full term of copyright and other rights and all renewable and extension thereof including for the avoidance of doubt the right to register any design rights and / or trademarks.
- 17.15. Further, the entrant irrevocably and unconditionally waives all moral rights to which they may now or at any time in the future be entitled pursuant to any copyright and patents act and under any similar law in force from time to time anywhere in the world in respect of all works referred to herein.

18. **Links**

We may provide you with or include in emails to you links to other facilities or resources. You acknowledge and agree that we are not responsible for the availability of such external facilities or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such facilities or resources. You agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with use of or reliance on any such content, goods or services available on such external facilities or resources.

19. **Intellectual Property and Right to Use**

19.1. You acknowledge and agree that all content, including but not limited to text, software, music, sound, photographs, graphics, images, video, audio clips, games etc. presented to you through the Services or advertisers site whether in whole or in part is protected by local and international copyrights, trademarks, service marks, patents, or other proprietary rights and laws and is owned or licensed to us and is vested in us or our licensors.

19.2. The material and content contained within the Services is for your personal use only and you agree not to (and agree not to assist or facilitate any third party to) modify, copy, reproduce, republish, frame, upload to a third party, post, transmit, distribute, commercially exploit or create derivative works of such material and content whether in whole or in part belonging to Just Rewards Loyalty or any third party proprietary rights and intellectual property except as provided for on the facility or expressly authorized in writing by Just Rewards Loyalty. All rights are reserved.

19.3. We have no knowledge of any infringement of copyright on our site, or in the products we provide. However, if you believe we have infringed your copyright or trademark, please contact us at info@justrewards.co.za so we can remove the offending material or rectify the situation as soon as possible.

20. **Termination**

You agree that we may terminate your account (including your username and password) and delete or re-use any e-mail or other communication address issued to you by us and delete all emails, web space and other data stored on the Services by you or on your behalf.

21. **Notices**

Any notice which we are required to give to you regarding the Services shall be made via SMS, email or regular mail, to the address provided by you in your User information or the last update thereof provided by you in your User information or the last update thereof provided by you. We shall not be liable for any failure to deliver any notice to you where we have complied with this clause.

22. **Severability**

Each provision of these Terms and Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

23. **No Waiver**

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

24. **Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and us and exclude any representations and warranties previously given or made other than any

negligent or fraudulent misrepresentation and may be amended only by us on notice to you.

25. **Relationship**

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership, joint venture, representative or agency relationship between you and us.

26. **Titles**

The section titles contained in these Terms and Conditions are for convenience only and have no legal or contractual effect

27. **Applicable Law**

- 27.1. Just Rewards Loyalty, from its office in South Africa controls this facility (the "Territory"). By accessing this facility, you accept that any disputes about this facility or its contents are to be determined by the courts having jurisdiction in the Territory in accordance with South African law (except any principle of conflict of laws inconsistent with this requirement).
- 27.2. This facility may be accessed throughout the Territory and overseas. Just Rewards Loyalty makes no representation that the content of this facility complies with the laws (including intellectual property laws) of any country outside the Territory. If you access this facility from outside of the Territory, you do so on your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.
- 27.3. Subject to the CPA, the Customer agrees and consents in terms of Section 45 of the MCA to the jurisdiction of a Magistrate's Court having jurisdiction in respect of the customer or the claim in terms of Section 28 of the MCA.
- 27.4. This is in respect of any proceedings or claims or action being instituted against the customer by Just Rewards Loyalty in terms hereof or otherwise, notwithstanding that the amount of such claim may exceed the jurisdiction of such Magistrate's Court.
- 27.5. Provided that Just Rewards Loyalty may in its discretion be entitled to bring such proceedings in any other court of competent jurisdiction, the Customer agreeing and submitting itself to the jurisdiction of the South Gauteng Division of the High Court of South Africa or any other division of the High Court of South Africa chosen by Just Rewards Loyalty in the event of Just Rewards Loyalty exercising its rights in terms hereof.

28. General Limitations

28.1. In addition to any other specific exclusions of liability contained herein and unless otherwise expressly stated herein, the parties agree that the Customer shall have no claim against Just Rewards Loyalty for any loss or damage, of any nature, occasioned by any defect in any services supplied, or any failure to provide adequate instructions in respect of any hazards that might arise from the use or incorrect use of the services, save to the extent that the customer is a 'Consumer' for the purposes of the CPA and such loss or damage is contemplated in section 61 of the CPA, and provided that nothing in these terms and conditions must be construed as in any way limiting the rights of Just Rewards Loyalty to raise such defenses as may be available to it at common law or in terms of any statute.

28.2. The Customer hereby indemnifies and holds Just Rewards Loyalty harmless against any losses, expenses, costs or damages of whatsoever nature incurred by the customer arising from any willful misconduct or gross negligence of the Just Rewards Loyalty benefits/discounts/services offered.

29. Exchange Rates

In respect of any transaction where Just Rewards Loyalty quotes in Rands (ZAR) and the exchange rate applies Just Rewards Loyalty will be paid the Rand equivalent of the quoted price irrespective of the exchange rate ruling at the date of payment.

30. Customer's Documents

30.1. Subject to the CPA, in all transactions with the Customer, any clauses or conditions contained in, or forming part of the Customer's documents, shall not amend or modify these terms and conditions of sale and Just Rewards Loyalty shall not be bound thereby.

30.2. These standard terms and conditions of sale shall supersede any conflicting clauses or conditions, whether verbal, contained in any of the Customer's documents, or otherwise.

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