

THE LOYALTY DISCOUNTS PROGRAM TERMS AND CONDITIONS.

These Terms and Conditions apply in all participating SPAR Retail Supermarkets.

DEFINITIONS:

LOYALTY DISCOUNTS PROGRAM/LOYALTY DISCOUNTS CARD: The Loyalty Discounts loyalty rewards program offered independently by participating SPAR, SUPERSPAR, KWIKSPAR or TOPS stores that rewards loyal customers loyalty points and exclusive in-store discounts by scanning their loyalty card.

PARTICIPATING STORE/S: Participating SPAR, SUPERSPAR, KWIKSPAR or TOPS franchise stores or franchise holders or members which have accepted to provide this Loyalty Program to their customers independently.

LOYALTY POINTS: The “currency” in points earned and redeemable by Loyalty Members at Participating Store/s.

LOYALTY VOUCHERS: Vouchers which Loyalty Members may inherit by exchanging Loyalty Points for at Participating Store/s.

MEMBER/S, LOYALTY MEMBER/S OR LOYALTY DISCOUNTS MEMBER: Any person who registers and is registered as a participant in the Loyalty Discounts Program for the purpose of earning and redeeming Loyalty Points or any other Loyalty Branded Items at any of the participating SPAR, SUPERSPAR, KWIKSPAR or TOPS stores.

WEBSITE OR DIGITAL CHANNELS: The in-store digital loyalty kiosks, the www.loyaltydiscounts.co.za website and all other platforms providing accessibility and information on this specific Loyalty Discounts Program.

Please note: The Loyalty Discounts Program has been developed by a third party service provider for individual Participating Store/s who wish to participate and offer the Loyalty Discounts Program to their customers and not by the SPAR Group Ltd.

GENERAL:

- 1 Participating Store/s reserve the right to alter or change operational conditions of the loyalty card program or to terminate it at any point. In the event of program termination, loyalty points and loyalty vouchers will remain valid for 30 days.
- 2 Should you wish to completely opt-out of the of the Loyalty Discounts Program, please contact the participating store/s by phone call or by email. Contact details can be found at www.loyaltydiscounts.co.za or on the SPAR.co.za website by searching for the desired participating store.
- 3 Any abuse whatsoever of the participating store/s Loyalty Discounts Card by any person constitutes a criminal offence and participating store/s reserve the right to cancel such person’s membership and withhold all loyalty points from her/his account. Incorrect or invalid Loyalty Discounts Cards or incorrect contact numbers attached to the Members Loyalty Discounts Card will not be awarded loyalty points.
- 4 Being registered as a member of the Loyalty Discounts Program irrevocably signifies your agreement to these Terms and Conditions. Participating store/s, its organisers, promoters, partners or agencies do not bear any responsibility or liability for any loss, damage, injury, accident, death or asset damage howsoever arising from inclusion or participation in the Loyalty Discounts Program. Customers are responsible for providing all and any information and personal details when registering as a Loyalty Member and conducting transactions via SMS, Internet and Telephone with Participating Store/s.

YOUR PERSONAL DETAILS

- 5 In order to register as a Loyalty Discounts Member, Loyalty Discounts Members must be 18 years of age or older to participate and required to submit a valid South African ID (or for Non-South African Citizens Passport Number) to register, to earn Loyalty Points, to change any personal details or manage Loyalty Discounts Members' personal account. By providing Participating Store/s with your personal information, you give Participating Store/s permission to send you information and promotions regarding it's Loyalty Discounts Program or general store information via telephone, email, post, fax, SMS, mail and physical delivery. The Loyalty Discounts Card is issued by and remains the property of the Participating Store/s or any of its subsidiary or associated companies. The Participating Store/s reserve the right to decline, issue and withdraw Loyalty Discounts Cards at any time.
- 6 A valid cell phone number and/or email address will be required from each holder of a Participating Store/s Loyalty Discounts Card for all communications. It is the responsibility of the Loyalty Member to provide valid and accurate contact details.
- 7 In the event you wish to opt-out of Participating Store/s Loyalty Discounts Program SMS communication, please contact the Participating Store/s where you applied or reply to a promotional SMS with the word 'STOP' when receiving a promotional SMS to automatically opt-out.

THE LOYALTY DISCOUNTS CARD

- 8 Participating Store/s Loyalty Discounts Card is issued by and remains the property of the Participating Store/s or any of its subsidiary or associated companies. Participating Store/s reserve the right to decline, issue and withdraw any Loyalty Discounts Card at any time.
- 9 Loyalty Discounts Card are not transferable.
- 10 Your Loyalty Discounts Card cannot be used as a credit, debit or guarantee card
- 11 For all lost, stolen or defaced cards, please visit the participating store in which you originally applied at for in-store assistance to replace your Loyalty Discounts Card. You can instruct Participating Store/s to block/deactivate your lost, stolen or defaced card and request a new card. Loyalty Members will be charged 1000 Loyalty Points for any card replacements unless otherwise specified.
- 12 Loyalty Points attached to the stolen/lost/blocked/defaced card will be transferred to your new Loyalty Discounts Card. If Loyalty Points attached to the card have been switched or donated before the card is blocked, there can be no recovery of the Loyalty Point's value. If the monetary value of switched Loyalty Points attached to the card have been redeemed in-store before the card is blocked, there can be no recovery of the Loyalty Point's value. Participating Store/s cannot be held liable for any loss of Loyalty Points whatsoever, it is the Loyalty Members responsibility to notify the Participating Store/s should any Loyalty Member's Loyalty Discounts Card not earn or accumulate any Loyalty Points at any time. The Loyalty Discounts Card, in whatever form is not transferrable, cannot be copied and can only be used by the Loyalty Member who is named and registered to the Loyalty Discounts Card.

EARNING LOYALTY POINTS

- 13 To earn Loyalty Points for transactions, the customer must present their Loyalty Discounts Card at Participating Store/s points of sale in order for the transactions to be recorded. If no card is presented at the point of sale before payment is complete, Loyalty Points will not be earned for the transaction nor will any post-purchase adjustments be allowed. Furthermore it is not possible to earn Loyalty Points retrospectively for transactions in the past where the Loyalty Discounts Card has not been presented. The Loyalty Member must ensure that their Loyalty Discounts Card has been captured for all their shopping transactions, in order to earn Loyalty Points for those transactions.
- 14 Due to each SPAR, KWIKSPAR and SUPERSPAR store being independently owned and operated, each Participating Store/s has it's own unique Loyalty Discounts Program offering, setup and rules on how Loyalty Members earn and redeem Loyalty Points and how Loyalty Members receive discounts. Some Participating Store/s may choose to join as a group and allow Loyalty Members to use the same Loyalty Discounts Card at multiple Participating Store/s but although Loyalty Members may use the same Loyalty Discounts Card, Loyalty Points and Discounts are still earned separately. Loyalty Points earning ratios differ in each Participating Store/s, some Participating Store/s allow 1 Point for every 1

South African Rand spent on point-eligible items, other Participating Store/s only allow 1 Point for every R2 spent, please ask in-store to confirm that specific Participating Store/s Loyalty Points earning ratio. Loyalty Points exclude redemption of 5 cent amounts and will remain in the Loyalty Members Loyalty Points account. Pensioner customers may also apply for a Loyalty Discounts Card and earning of Loyalty Points and/or Pensioner Discounts vary per Participating Store/s.

- 15 You do not earn Loyalty Points on fuel, tobacco and tobacco related products, Gift cards and top up, money transfer, prescription pharmaceutical goods, baby formula (0-36 months), third party services and payments or Airtime. Participating Store/s reserves the right at any time to further exempt certain products or departments from earning Loyalty Points at its own discretion.
- 16 Opportunities to earn extra Loyalty Points will be given at the Participating Store/s own discretion. You can view your Loyalty Points balance in-store by allowing the Participating Store/s store supervisor to assist you or online at www.loyaltydiscounts.co.za by searching for the Participating Store/s and viewing on the Participating Store/s page.

USING YOUR LOYALTY POINTS

- 17 The minimum redemption value may vary per Participating Store/s. In most cases redemption rate is 1% of total Loyalty Points, example: 2, 000 Loyalty Points equals R20.00
- 18 Participating Store/s reserve the right to change the conversion value of Loyalty Points at its own discretion and without notice.
- 19 The Loyalty Discounts Program has two Loyalty Points expiry policies; firstly, Loyalty Points earned in the first month after 12 months of registration are cleared and then month to month thereafter. Secondly, Loyalty Points will completely expire if your card is inactive for 3 consecutive months. Please note that as per each SPAR store being independently owned and operated, the 3-month expiry policy may vary per Participating Store/s and be may also be month to month expiries, ask in-store for more information. Participating Store/s reserve the right to close or reset Loyalty Points on any Loyalty Member accounts that have been inactive for a period of 90 consecutive days.
- 20 In the case of a prolonged strike or industrial action, Participating Store/s reserve the right to suspend Loyalty Point redemption for a period to be defined at the Participating Store/s own discretion.
- 21 Values accumulated from Loyalty Points remains a virtual currency. No Loyalty Member will receive cash money from the Loyalty Discounts Program scheme. Monetary value is attached to the Loyalty Discounts Card at which point the Loyalty Discounts Card assumes the function of a gift card.

VOUCHERS AND PROMOTIONS

- 22 Loyalty Vouchers are available in-store and issued only by the Participating Store/s supervisors or managers. No other staff member is allowed to issue Loyalty Vouchers to the Loyalty Member.
- 23 Loyalty Vouchers may only be redeemed at SPAR stores only and not at TOPS liquor stores unless otherwise specified by the Participating Store/s.
- 24 Vouchers may only be redeemed with the relevant Loyalty Discounts Card.
- 25 Printed Loyalty Vouchers or digital loyalty voucher codes must be presented by the Participating Store/s supervisor or manager to the cashier with the product before paying for the goods and signed/authorised by the Participating Store/s supervisor or manager.
- 26 A confirmation message will reflect on your till slip when a Loyalty Voucher has been redeemed.
- 27 The Loyalty Voucher will only be valid before the expiry date indicated on the voucher subject to stock availability. When redeeming a Loyalty Voucher, the redemption value may not exceed the total transaction value. Not all products may be paid with a Loyalty Voucher, please ask the Participating Store/s on what their redemption policy is and what products are excluded from Loyalty Voucher payments.

INSTANT DISCOUNTS

- 28 Loyalty Members will receive instant savings and discounts on selected products in Participating Store/s. These promotions will be available for limited periods from time to time, subject to stock availability. Please note that not all products are available in all Participating Store/s and special offers may change without notice.
- 29 Participating Store/s may change any instant savings or discount offers at any stage.

DIGITAL CHANNELS

- 31 Participating Store/s digital channels are defined as in-store kiosks, the Participating Store/s Till Points, Point of Sale and Back office system and online at the Loyalty Discounts website (www.loyaltydiscounts.co.za).
- 32 Participating Store/s can not guarantee that the digital channels will be operational at all times due to unforeseen technical issues out of the Participating Store/s control.
- 33 Loyalty Points look-up, switching, donations and redemption is subject to on-line availability of the Participating Store/s digital channels. All digital channels require software updates and software updates may cause technical error which are out of the Participating Store/s control but will be rectified as soon as possible.

THIRD PARTIES

- 34 Participating Store/s redemption partners (if applicable) are defined as any organisation with which Participating Store/s have an agreement, for Loyalty Members to switch their Loyalty Points, to the partner's Loyalty Points or rewards.
- 35 Available third party partners will be advertised in-store at various Participating Store/s.
- 36 Registration for certain third party partners may require the Loyalty Members to contact the third party directly to complete the registration.
- 37 The Participating Store/s Loyalty Discounts Program tailors its offers to meet the Loyalty Member's specific needs. In order to achieve this, your personal details may be passed to Participating Store/s business partners or other partners working with The Loyalty Discounts Program. Participating Store/s will not share your details with any other company unless it is entirely necessary for the operation of the Loyalty Discounts Program and to benefit Loyalty Members and create a better shopping experience. By sharing some of the information, Participating Store/s will be able to improve their pricing and offering to benefit the Loyalty member. The initial communication to this effect will always be initiated by Participating Store/s.

For further information on this Loyalty Program, send an email to support@loyaltydiscounts.co.za