

Card-Based Rewards Programme : Terms and Conditions

between

Bluff Meat Supply (Pty) Ltd (“BMS”)

and

The Customer (“You” or “Your”)

1. The BMS Rewards Programme (“Rewards Programme”)

- 1.1 By joining the Rewards Programme, You will receive personalised offers (based on Your preferences and shopping patterns), Programme-related discounts, general and personalised communications, and the ability to deposit funds into, and purchase products using Your Rewards Card (see deposit amounts below), you will be eligible to receive direct marketing;
- 1.2 The above benefits are intended to enhance Your personalised profile and to ensure that You receive marketing material which is relevant to Your lifestyle information and shopping patterns;
- 1.3 BMS will communicate with You *via* direct marketing channels such as email, SMS, WhatsApp or *via* push notifications on the BMS App;
- 1.4 As a Rewards Programme member, You will automatically be entered into selected promotional activities, including competitions (subject always to the terms set out in the relevant communication) after meeting the applicable entry requirements;
- 1.5 Only members of the Rewards Programme will qualify as winners of promotional competitions. The competition entry form of any person whose membership has been terminated will be rendered invalid;
- 1.6 Prices, promotional prices and members-only offers which are displayed on products, anywhere on the BMS website and digital channels are indicative of the pricing at Your selected store of choice. Whilst every care is taken to avoid incorrect pricing on the website, in-store or on digital channels, You accept that pricing errors may occur from time-to-time and You waive any right to claim against BMS as a consequence of such errors;
- 1.7 BMS reserves the right to at all times alter the terms and conditions under which the Rewards Programme operates, including the exclusion of certain products and/or services;
- 1.8 If in its opinion, it is justified in doing so (such as the occurrence of circumstances beyond its control), BMS shall have the right to terminate the Rewards Programme. In such an event You agree to waive any claim which You might have against BMS, its directors, employees and agents, as might arise from such termination;
- 1.9 As a member of the Rewards Programme, You will have the option to load vouchers onto Your profile which can be used as a means of payment against future purchases;
- 1.10 As an incentive for loading vouchers, BMS will on redemption, add up to 2% additional value to the total voucher value;
- 1.11 Once vouchers have been loaded onto a member’s Rewards Programme profile, these cannot be converted back into cash value;

- 1.12 Unless specified otherwise, BMS promotional activities (including competitions), promotional deals or promotional prices, are available to, or valid for redemption, only by members of the Rewards Programme;
- 1.13 You may only have one active Rewards Programme membership at a time.
2. **BMS Rewards Cards (“Rewards Cards”)**
 - 2.1 The Rewards Cards form part of and are issued under the Rewards Programme and will at all times remain the property of BMS. BMS reserves the right, at any time, to issue, to decline to issue or to withdraw an issued Rewards Card. Rewards Cards are not transferrable and their benefits accrue only to the named Rewards Programme member;
 - 2.2 You may have only one active Rewards Card linked to Your mobile number.
 - 2.3 Membership of the Rewards Programme will entitle You to deposit funds (to a maximum of R2 500,00 per day and maximum of R25 000,00 per month) into Your Rewards Card;
 - 2.4 Members of the Rewards Programme making cash payments have the option to bank their change. The value of the change will be converted to vouchers and loaded onto the member’s Rewards Programme profile;
 - 2.5 Unless expressly stated otherwise, swiping Your Rewards Card at a BMS store will not automatically entitle You to any promotional activity or competition. Your Rewards Card is intended solely to identify Your unique profile on our system;
 - 2.6 BMS reserves the right to disqualify a transaction or promotional activity, or to cancel Your membership of the Rewards Programme, if falsification of data, the supply of incorrect information or any other form of mis- representation is suspected;
 - 2.7 A discount allowed on Your Rewards Card may not be transferred or sold and has no cash value. Unless it is clearly so stipulated, a discount cannot be combined with another discount or promotional activity;
 - 2.8 Blocked, lost, or stolen cards can be de-activated through one of the BMS channels, on the customer care centre number or *via* the email address provided below;
 - 2.9 You may at any time instruct BMS to block or de-activate Your lost, stolen or defaced Rewards Card;
 - 2.10 If the member does not use the funds on the Rewards Card for a period of three (3) years, the value remaining on the card will not be refunded to you, and will be written off over a period of time deemed by BMS.
3. **Direct Marketing Communications**
 - 3.1 If You opt-in to direct marketing and have provided BMS with your personal information (see definition of personal information below), You are deemed to have consented to the receipt of direct marketing material on Your chosen communications channel, to the creation of an audience list based on Your shopping behaviour and preferences, and to the sharing of that list with external entities who are permitted to share Your data with BMS;
 - 3.2 You may at any time withdraw Your consent to the receipt of direct marketing or opt-out from Your chosen communication channel(s), and You may do so *via* the customer care centre number or email address provided below. Opting-out can also be done by exercising the opt-out function on the channel used by BMS to communicate with You.
4. **The Importance of Correct Contact Information**
 - 4.1 If Your contact information is incorrect or out-of-date, You will likely not receive personalised offers and the other benefits associated with the Rewards Programme;

- 4.2 It is therefore Your responsibility to ensure that Your contact information is correct and up-to-date;
- 4.3 If You do not do this, You agree that BMS will not be responsible should You not receive offers, communications or other benefits associated with the Rewards Programme.

5. **How BMS Processes Your Personal Information**

- 5.1 The Protection of Personal Information Act (2013) (the “POPI Act”) defines processing (“Processing”) as any operation or activity concerning personal information such as collecting, using, sharing, storing or destroying personal information;
- 5.2 The POPI Act defines personal information (“Personal Information”) as any information that relates to an identifiable living person such as his or her identifying numbers, email address, physical address, telephone number etc.;
- 5.3 In Processing your Personal Information, BMS will comply with the POPI Act;
- 5.4 To benefit from the Rewards Programme, You will be asked to provide BMS with certain details regarding Your Personal Information in order to enable BMS to create a personalised profile designed to ensure that You get maximum benefit out of being a member;
- 5.5 You may at any time, choose whether or not to supply this Personal Information;
- 5.6 Unless BMS has a legal duty to do so (or is unable to provide You with the Rewards Programme benefits without doing so), it will not disclose Your Personal Information to third-parties without Your consent;
- 5.7 If You choose not to provide BMS with Your Personal Information, BMS will not be able to supply You with personalised offers and communications;
- 5.8 By subscribing to the Rewards Programme, You consent to BMS Processing the following categories of Personal Information:
 - 5.8.1 Information contained in the forms or other documentation that You submit to BMS as originally provided or as updated from time to time. This may include Your name, contact details, age and identity or passport number, Your transaction records and any audience list created on the basis of Your shopping preferences;
 - 5.8.2 Information that BMS uses to process Your application to become a member of the Rewards Programme;
 - 5.8.3 Details of Your preferences regarding BMS products and services when utilising Your Rewards Card across all of the BMS platforms, channels and stores. BMS collects Personal Information about You when you interact with its various communication channels;
 - 5.8.4 Personal Information provided by You when You complete a BMS application, form, submit a request or conduct a transaction;
 - 5.8.5 Behavioural and similar information which BMS derives from Your shopping habits when You use Your Rewards Card;
 - 5.8.6 The location of the BMS stores at which You use Your Rewards Card;
 - 5.8.7 Details of when You and BMS contact each other, including the substance of these communications;

6. **The Reasons Why BMS Needs Your Personal Information**

BMS requires Your Personal Information:

- 6.1 To Process Your application to become a member of the Rewards Programme;
- 6.2 To build a personalised profile for You, to enable BMS to send you offers based on Your distinctive shopping preferences;
- 6.3 To analyse your accumulated data to improve the products and services offered to You;

- 6.4 To provide You with information on products and services which may interest You;
 - 6.5 For any other purpose for which You have consented, or which is authorised under the POPI Act and its regulations;
 - 6.6 In the event of Your death, to be able to communicate with Your next-of-kin or executor, so that funds standing to Your credit can be loaded into an alternative (nominated) Rewards Card.
7. **Cases Where BMS May Receive Your Personal Information From Others**
You agree to BMS receiving Your Personal Information in the following circumstances and/or from the following sources:
- 7.1 When You make use of any of BMS' direct marketing or other communication channels and/or services relating to the Rewards Programme;
 - 7.2 From entities who BMS uses to provide services to it, which may include communication and data hosting services and Processing and management services;
 - 7.3 From any other person or entity who You have authorised to provide information to BMS;
 - 7.4 From platforms using de-identified, or anonymised data which BMS may from time-to-time access in order better to understand Your preferences.
8. **Cases Where BMS Will Share Your Personal Information With Others**
You agree to BMS transferring or making Your Personal Information available to the following entities or persons in order *inter alia*, to ensure the proper functioning of the Rewards Programme:
- 8.1 companies within the BMS Foods Group including their directors, employees, contractors, agents, auditors, attorneys, counsel and other professional advisors, but only on a need-to-know basis;
 - 8.2 any other person or entity who provides or supports the provision of services to BMS, but only to the extent that this relates to Your membership of the Rewards Programme;
 - 8.3 persons and entities who provide BMS with delivery, data hosting, Processing and management services;
 - 8.4 external entities who provide (authorised) direct marketing services of their products or services to You based on Your shopping activities with BMS;
 - 8.5 any entity to whom BMS cedes, delegates, transfers or assigns any of its rights or obligations relating to the Rewards Programme;
 - 8.6 any person who acts as Your legal guardian, curator or executor or who acts in a similar representative capacity;
 - 8.7 BMS' internal marketing team, vendors, suppliers and business partners in order to inform necessary analysis based on Your transaction history.
9. **How BMS Protects Your Personal Information**
- 9.1 BMS will at all times take reasonable steps to ensure that Your Personal Information is protected against unauthorised or accidental access, Processing or loss and will implement reasonable, technical and organisational controls to do so;
 - 9.2 BMS will keep Your Personal Information private and will only disclose it to other persons or entities if You ask it to do so, or if other entities legitimately need it in order to help BMS provide You with the Rewards Programme and its associated benefits;
 - 9.3 If BMS uses another entity to host, manage or Process Your Personal Information on its behalf (defined as an operator under the POPI Act), it will require that

operator to implement the same or similar controls to protect Your Personal Information as those to which BMS is bound;

- 9.4 Unless it is prohibited from doing so by any law or competent authority, BMS will as soon as reasonably possible, notify You by email or text message, if it believes that an unauthorised access to Your Personal Information has, or may have occurred. BMS will in such circumstances, provide You with as much information as You may reasonably require, to protect Your interests.

10. **BMS' Retention of Your Personal Information**

BMS may retain Your Personal Information for so long as You are a member of the Rewards Programme and have consented thereto, or for so long as BMS may legitimately do so in terms of the POPI Act and its regulations.

11. **Your Rights Regarding Your Personal information**

11.1 You have the right to know what Personal Information BMS retains about You and to whom it is has disclosed this Personal Information. To obtain this information, please refer to the BMS PAIA Manual or contact BMS on the customer care centre number or at the email address provided below;

11.2 If in Your view, the Personal Information held by BMS is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading or was illegally obtained, You have the right to ask BMS to either correct or delete such Personal Information (as the case may be). To find out more about this process, You are referred to the BMS Data Privacy Statement;

11.3 Please note that it may take BMS up to 21 days to respond to Your request and may involve a small fee;

11.4 Please note that BMS is only able to fulfil Your request (under 11.2) if permitted to do so by Law and provided that doing so does not unreasonably prejudice its legitimate interests or those of any third-party;

11.5 As a data subject (as defined in the POPI Act), You are entitled to submit a complaint to the information regulator (as defined in the POPI Act) in the prescribed manner and form, should You suspect interference with, or unlawful Processing of Your Personal Information by BMS. The contact details for the information regulator is complaints.IR@justice.gov.za.

12. **Your Consent is Essential**

12.1 You may opt-in or opt-out of providing Your consent to BMS' use and Processing of Your Personal Information;

12.2 You confirm that You have read, understood and accepted these terms and conditions (and in particular those clauses dealing with the Processing of Your Personal Information) and that You agree to Your Personal Information being Processed in accordance with these terms and conditions;

12.3 By accepting the terms and conditions set out herein, You confirm (in so far as You have provided the necessary consent) that You are aware of the Personal Information that either has, or will be collected and Processed, and the purpose for which such collection and Processing has or will be undertaken.

13. **Liability and Indemnity**

13.1 You hereby indemnify BMS, its directors, employees and agents from liability for any failure to perform, or any delay in performance under these terms and conditions which may be caused by events beyond its reasonable control, such as (without limiting this clause), industrial action, power or other utility failures, accident, computer or network breakdowns, stock shortages, or BMS's ability to deliver products or services, save only to the extent that such liability cannot be excluded by Law;

- 13.2 Neither BMS nor its associated companies, directors, officers, employees or agents shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever, which You or any third-party may suffer arising from Your participation in the Rewards Programme, the use of the Rewards Card or the legitimate sharing of Your data as contemplated in these terms and conditions;
 - 13.3 BMS shall under no circumstances be responsible for any lost, damaged, delayed, incorrect or incomplete applications;
 - 13.4 Neither shall BMS be responsible for the failure of any technical element relating to the Rewards Card that may result in a discount not being successfully redeemed;
 - 13.5 In the event that BMS is found to be liable for any claim (or claims) in connection with the Rewards Programme or any related discount, You agree that its liability will not exceed the monetary value of the relevant discount, regardless of the reasons for that liability, whether such liability is derived from contract, delict or statute, save to the extent that such liability cannot be excluded by Law.
14. **General**
- 14.1 These terms and conditions are subject to and shall be interpreted under the laws of the Republic of South Africa;
 - 14.2 You may not cede, assign or transfer all or any part of Your rights or obligations under these terms and conditions to any other person or persons. You agree that BMS may, in its sole and absolute discretion, cede, assign or transfer all or any part of its rights and obligations under these terms and conditions to any one (or more) third-party chosen by it;
 - 14.3 If any clause or sentence in these terms or conditions is held by a court of law to be void, illegal or unenforceable, the remaining provisions will not be affected and will remain of full force and effect.
15. **BMS Contact Information**
- 15.1 You may contact BMS on customer care centre number 087 821 8696;;
 - 15.2 You may email BMS at loyalty@bluffmeatsupply.co.za.