

# Stokvel Programme : Terms and Conditions

between

Bluff Meat Supply (Pty) Ltd (“BMS”)

and

The Participants (“Member”, “Members” or “Group”)

## 1. The BMS Stokvel Programme (“Stokvel Programme”)

### Overview, Participation and Agreement

Members who require information on either the operation or the rules and objectives of the Stokvel Programme, are invited to contact BMS on the customer care centre number or at the email address provided below. **Important:** By participating in the Stokvel Programme, each Member confirms that he or she has read, understood and agreed to these Terms and Conditions and understands how the Stokvel Programme operates.

### Membership

- 1.1 Membership of the Stokvel Programme is restricted to individual Groups of not less than three (3) Members;
- 1.2 Members must nominate a representative (“Representative”) who will be the sole Member empowered to manage the Group’s interactions with BMS;
- 1.3 Membership is open to individuals who are eighteen (18) years or older and who hold a valid South African identity document or passport;
- 1.4 Before a Group can participate in the Stokvel Programme, the Representative must complete (in-store), a Stokvel Programme registration form and pay a deposit of one hundred rand (R100.00);

### Benefits

- 1.5 Members are invited to contribute regular amounts towards a shared savings fund (“the, or their Savings”) which amounts can be redeemed to purchase BMS products;
- 1.6 Subject to stock availability, by utilising their collective purchasing power, Groups can purchase products specially selected by BMS for the Stokvel Programme;
- 1.7 In conjunction with BMS, the Representative can within the Group, open accounts for, and allocate cards to individual Members, pay or transfer funds into those cards and generally, manage both the funds held by the Group and the Group itself. The Representative can at any time, add new Members to the Group;
- 1.8 Members are eligible to benefit from discounts on selected BMS products.

## 2. The Savings

- 2.1 Contributions towards the Savings can either be made monthly (or at such other intervals as the Group and/or BMS may agree;
- 2.2 The Group (or, through the Representative, an individual Member) will be issued with a voucher (or card) reflecting the value of the Savings as it may exist from time to time;
- 2.2 Contributions to the Savings can be made in-store *via* cash or card deposit or by such other methods as may be approved by BMS;
- 2.3 There is no maximum limit to the contributions that can be made by Members provided that in the event that the Savings exceed One Hundred Thousand Rand (R100 000.00) the Representative will be obliged to register the Group with the National Stokvel Association of South Africa;

- 2.5 Members can view their Savings balances on the Stokvel Programme App (available on the App Store or Google Play) or on their till slip upon the redemption of the Savings.
- 3. Redemption of the Savings**
- 3.1 The Representative (or through the Representative, an individual Member) can utilise the voucher (or card) or the BMS Stokvel app, to redeem all (or a part of) the Group's (or a Member's) Savings in order to purchase BMS products;
- 3.2 To better enable BMS to process bulk orders, Members can only redeem their Savings between specified dates ("Redemption Window"). Currently, the Redemption Window is between the 15<sup>th</sup> day of November of one year and the 14<sup>th</sup> day of February of the following year (both dates inclusive). Members may redeem their Savings at any time or times during the Redemption Window;
- 3.3 BMS encourages Members to redeem their Savings in the store at which the Group was registered;
- 3.4 Any unused Savings balance will be carried forward to the following Redemption Window;
- 3.5 Any Savings balance which has remained unredeemed for a period of three (3) years, will be forfeited.
- 4. Pricing and Discounts**
- 4.1 Prices for BMS products are subject to change without prior notice;
- 4.2 The size and nature of discounts will at all times be at the discretion of BMS and may be subject to change;
- 4.3 Discounts are applicable only to purchases made in terms of the Stokvel Programme and cannot be combined with other BMS promotional activities.
- 5. Programme Modification and Termination**
- 5.1 Provided that it has given to the Representative not less than thirty (30) days' notice, BMS may modify, suspend or terminate the Stokvel Programme at any time;
- 5.2 In the event of termination confirmed by the customer, BMS will allow for a time period for funds to be used completely and the account closed, these funds cannot be withdrawn in cash.
- 5.3 If the member does not use the funds on the Stokvel 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.
- 6. Members' Disputes**
- BMS shall under no circumstances, either become involved in, or assume any responsibility or liability for, any internal disputes or discrepancies between Members.
- 7. Cancellation**
- 7.1 Save in circumstances where products are in BMS' view, damaged or defective, refunds of Savings are not permitted once Savings have been redeemed;
- 7.2 Notice of membership cancellation by a Group must be in writing and must be submitted by the Representative to BMS. The value and the manner of payment of any refund will be based on the rules of the Stokvel Programme applicable at the time.
- 8. Privacy, Data Protection and Consent**
- 8.1 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;

- 8.2 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.;
- 8.3 In Processing the Members’ Personal Information, BMS will comply with the POPI Act;
- 8.4 Provided that through the Representative, the Members have as a Group, opted-in, BMS may communicate with the Representative *via* direct marketing channels such as email, SMS, WhatsApp or *via* push notifications on the Stokvel Programme App;
- 8.5 If the Representative and/or the Members have provided BMS with their Personal Information, they are deemed to have consented to the Processing by BMS of that Personal Information and to the receipt of direct marketing material on the Representative’s or Group’s chosen communications channel;
- 8.6 The Representative may at any time, withdraw the Group’s consent to the Processing of the Group’s Personal Information, withdraw the Group’s consent to the receipt of direct marketing or opt-out from the Group’s chosen communication channel(s). This can be done *via* the customer care centre number or email address provided below. Opting-out can also be achieved by the Representative, by exercising the opt-out function on the channel used by BMS to communicate with the Representative on behalf of the Group .
- 8.7 Unless BMS has a legal duty to do so (or is unable to provide the Group with the Stokvel Programme benefits without doing so), it will not disclose the Personal Information of any Member to third-parties without his or her consent.

#### **9 How BMS Protects the Group’s Personal Information**

- 9.1 BMS will at all times take reasonable steps to ensure that the Members’ 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 the Group’s Personal Information private and will only disclose it to other persons or entities if the Members have (through the Representative) asked it to do so, or if other entities legitimately need it in order to help BMS provide the Group with the Stokvel Programme and its associated benefits;
- 9.3 If BMS uses another entity to host, manage or Process the Group’s or the Members’ 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 that 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 the Representative by email or text message, if it believes that an unauthorised access to the Group’s Personal Information has, or may have occurred. BMS will in such circumstances, provide the Representative with as much information as the Group may reasonably require, to protect the Members’ interests.

#### **10. BMS’ Retention of the Group’s Personal Information**

BMS may retain the Group’s and/or Members’ Personal Information for so long as they participate in the Stokvel 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. Members’ Rights Regarding their Personal information**

- 11.1 Members have the right to know what Personal Information BMS retains about them and to whom this has been disclosed this Personal Information. To obtain this information, the Representative is referred to the BMS PAIA Manual or is

invited to contact BMS on the customer care centre number or at the email address provided below;

- 11.2 If in a Member's view, the Personal Information held by BMS is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading or was illegally obtained, the Member has the right to ask BMS to either correct or to delete such Personal Information (as the case may be). To find out more about this process, the Representative is referred to the BMS Data Privacy Statement;
- 11.3 Please note that it may take BMS up to 21 days to respond to a Member's request and may involve a small fee;
- 11.4 Please also note that BMS is only able to fulfil the Member's request (under clause 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), each Member is entitled to submit a complaint to the information regulator (as defined in the POPI Act) in the prescribed manner and form, should the Member suspect interference with, or unlawful Processing of his or her Personal Information by BMS. The contact details for the information regulator is [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za).

## **12. Limitation of Liability**

- 12.1 Save in instances of gross negligence or wilful misconduct on the part of BMS or its directors, employees or agents, BMS shall not be liable for any loss, damage or claim arising from a Member's participation in the Stokvel Programme;
- 12.2 Through their participation in the Stokvel Programme, each Member is deemed to have indemnified BMS against any claim made by any third-party against BMS as may arise as a consequence of a Member's participation in the Stokvel Programme.

## **13. Dispute Resolution**

- 13.1 If there arises any dispute between BMS and the Members emanating out of or in connection with these terms and conditions, including their existence, application, breach, interpretation, validity, termination or cancellation, then such dispute shall (at the request of either of the parties) be referred to arbitration and shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa;
- 13.2 The arbitration shall be held in Durban with only the parties present. BMS may be represented by a director or a senior manager;
- 13.3 The arbitrator shall be a retired judge or an admitted and practising advocate of not less than ten (10) years standing, jointly appointed by the parties or, failing agreement, within ten (10) days after the arbitration has been demanded, shall be nominated by the chairperson of the Durban Bar Council (or its successor body);
- 13.4 Unless the arbitrator directs otherwise, the arbitration shall be subject to the provisions of the Arbitration Act, 1965;
- 13.5 The arbitrator may determine which party is liable for payment of the costs of the arbitration or, if applicable, the proportion in which such costs are to be shared between the parties.

## **14. Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.

## **15. BMS Contact Information**

- 15.1 The Representative or the Members may contact BMS on customer care centre number 087 821 8696;
- 15.2 The Representative or the Members may email BMS at [loyalty@bluffmeatsupply.co.za](mailto:loyalty@bluffmeatsupply.co.za).