

BMS Gift Cards : Terms and Conditions

between

Bluff Meat Supply (Pty) Ltd (“BMS”)

and

The Cardholder (“the Cardholder”)

1. The BMS Gift Card Programme (“BMS Gift Card Programme”)

Overview, Participation and Agreement

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

2. BMS Gift Cards : Purchase and Activation

- 2.1 Gift cards (“BMS Gift Cards”) are available for purchase at participating BMS stores and may be loaded with funds subject to minimum and maximum values as set by BMS;
- 2.2 The BMS Gift Card is activated upon purchase and is ready for use within BMS or Mndeni Meats stores (with the exclusion of BMS take-away facilities and Bluff Braai and Grill stores);
- 2.3 Once concluded, the purchase by a Cardholder of a BMS Gift Card is final and (excepted as required by Law), no refunds will be entertained once the BMS Gift Card has been loaded with funds.

3. Redemption and Use

- 3.1 BMS Gift Cards are only redeemable at BMS or Mndeni Meats stores at which they may be used to purchase BMS products;
- 3.2 The BMS Gift Card balance will decrease as purchases are made by the Cardholder until the balance reaches zero or until the BMS Gift Card expires;
- 3.3 BMS Gift Cards are issued in set denominations and must be redeemed in full. No change will be given by BMS to a Cardholder which result from transactions with values which are less than the value loaded onto the BMS Gift Card;
- 3.4 BMS Gift Cards may neither be exchanged for cash nor used to purchase other BMS Gift Cards;
- 3.4 BMS reserves the right to exclude certain products or promotional items from being purchased by a Cardholder utilising a BMS Gift Card;

4. Period of Validity

- 4.1 BMS Gift Cards are valid for a period of three (3) years from the date of purchase;
- 4.2 After the expiration date, any remaining balance on the BMS Gift Card will be forfeited and the BMS Gift Card will no longer be valid for use.

5. Fees

No fees will be charged by BMS for the issue, activation, use or inactivity of a BMS Gift Card.

6. Lost, Stolen or Damaged Cards

- 6.1 BMS is not responsible for any lost or stolen BMS Gift Cards. In the event of a BMS Gift Card being lost or stolen, no replacement or refund will be provided;

6.2 Upon verification of the Cardholder's identity and any other information required by BMS (such as proof of purchase etc.), if a BMS Gift Card is damaged, BMS will assess whether the balance is capable of being transferred to a new BMS Gift Card. The Cardholder accepts that BMS' decision will be final.

7. Limitations and Restrictions

7.1 Save as may be required by Law, BMS Gift Cards cannot be reloaded, re-sold or redeemed for cash;

7.2 BMS reserves the right:

- 7.2.1 to refuse to issue;
- 7.2.2 to de-activate; or
- 7.2.3 to limit the use of;

any BMS Gift Card suspected to have been obtained fraudulently or used in violation of these terms and conditions.

8. Refunds and Returns

Products purchased with a BMS Gift Card are subject to BMS' standard return policy. Refunds for products returned (which were purchased using a BMS Gift Card) will at BMS' discretion, be provided in the form of a replacement BMS Gift Card or a store credit.

9. Changes to these Terms and Conditions

9.1 BMS reserves the right from time to time, to amend these Terms and Conditions. Any amendments will be communicated to Cardholders either in-store, on the BMS website, or by such other means as BMS may deem appropriate;

9.2 The continued use of a BMS Gift Card following such amendments will be deemed to constitute acceptance by the Cardholder, of the amended Terms and Conditions.

10. Limitation of Liability

10.1 Except in cases of gross negligence or wilful misconduct on the part of BMS or its employees, BMS will not be liable for any loss or damage, whether direct or indirect, arising from the use of a BMS Gift Card;

10.2 In the event of any system malfunction, BMS reserves the right to temporarily suspend the redemption of BMS Gift Card funds until the system malfunction has been resolved.

11. Modification and Termination of the BMS Gift Card Programme

11.1 Provided that it has given to Cardholders not less than thirty (30) days' notice, BMS may at any time modify, suspend or terminate the BMS Gift Card Programme;

11.2 In the event of termination, all funds standing to the credit of BMS Gift Cards will be returned to the relevant Cardholders within thirty (30) days of the termination date. Alternatively, the parties may agree to the supply by BMS to the Cardholders of products to the value of the balance then existing on the relevant BMS Gift Card.

12. Privacy, Data Protection and Consent

12.1 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;

12.2 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.;

12.3 In Processing the Cardholder's Personal Information, BMS will comply with the POPI Act;

- 12.4 Provided that the Cardholder has opted-in, BMS may communicate with the Cardholder *via* direct marketing channels such as email, SMS and WhatsApp;
- 12.5 If the Cardholder has provided BMS with his or her Personal Information, he or she is deemed to have consented to the Processing by BMS of that Personal Information and to the receipt of direct marketing material on the Cardholder's chosen communications channel;
- 12.6 The Cardholder may at any time, withdraw his or her consent to the Processing of his or her Personal Information, withdraw his or her consent to the receipt of direct marketing, or opt-out from his or her chosen communication channel(s). This can be done *via* the customer care centre number or email address provided below;
- 12.7 Unless BMS has a legal duty to do so (or is unable to provide the Cardholder with the BMS Gift Card Programme benefits without doing so), it will not disclose the Personal Information of the Cardholder to third-parties without his or her consent.

13. How BMS Protects the Cardholder's Personal Information

- 13.1 BMS will at all times take reasonable steps to ensure that the Cardholder's Personal Information is protected against unauthorised or accidental access, Processing or loss, and will implement reasonable, technical and organisational controls to do so;
- 13.2 BMS will keep the Cardholder's Personal Information private and will only disclose it to other persons or entities if the Cardholder has asked it to do so, or if other entities legitimately need it in order to help BMS provide the Cardholder with the BMS Gift Card Programme and its associated benefits;
- 13.3 If BMS uses another entity to host, manage or Process the Cardholder's 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;
- 13.4 Unless it is prohibited from doing so by any law or competent authority, BMS will as soon as reasonably possible, notify the Cardholder by email or text message, if it believes that an unauthorized access to the Cardholder's Personal Information has, or may have occurred. BMS will in such circumstances, provide the Cardholder with as much information as he or she may reasonably require, to protect his or her interests.

14. BMS' Retention of the Cardholder's Personal Information

BMS may retain the Cardholder's Personal Information for so long as he or she participates in the BMS Gift Card Programme and has consented thereto, or for so long as BMS may legitimately do so in terms of the POPI Act and its regulations.

15. The Cardholder's Rights Regarding their Personal Information

- 15.1 The Cardholders have the right to know what Personal Information BMS retains about them and to whom this has been. To obtain this information, the Cardholder 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;
- 15.2 If in a Cardholder's view, the Personal Information held by BMS is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading or was illegally obtained, the Cardholder 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 Cardholder is referred to the BMS Data Privacy Statement;
- 15.3 Please note that it may take BMS up to 21 days to respond to the Cardholder's request and may involve a small fee;

- 15.4 Please also note that BMS is only able to fulfil the Cardholder's request (under clause 15.2) 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;
- 15.5 As a data subject (as defined in the POPI Act), the Cardholder is entitled to submit a complaint to the information regulator (as defined in the POPI Act) in the prescribed manner and form, should the Cardholder 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.

16. Dispute Resolution

- 16.1 If there arises any dispute between BMS and the Cardholder 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;
- 16.2 The arbitration shall be held in Durban with only the parties present. BMS may be represented by a director or a senior manager;
- 16.3 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);
- 16.4 Unless the arbitrator directs otherwise, the arbitration shall be subject to the provisions of the Arbitration Act, 1965;
- 16.5 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.

17. Governing Law

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

18. BMS Contact Information

- 18.1 The Cardholder may contact BMS on customer care centre number 0800 33 33 85;
- 18.2 The Cardholder may email BMS at loyalty@bluffmeatsupply.co.za.