BOXER REWARDS CLUB CARD PROGRAM- TERMS & CONDITIONS

GENERAL

- 1. The Boxer Rewards Club Card Program is operated by Boxer Superstores (Pty) Ltd, company registration number: 1988/002548/07 ("Boxer Superstores").
- Being a registered member of the Boxer Rewards Club Card Program signifies your agreement to the below Terms and Conditions and our <u>Privacy Policy</u>, as accepted on registration. Boxer Superstores reserves the right to alter or change these Terms and Conditions or terminate it at any point without prior notification.
- 3. Only persons with a valid identification or passport number, or document of proof of South African residency and who are over 18 (eighteen) years of age may subscribe to the Boxer Rewards Club Card Program.
- 4. The Boxer Rewards Club Card Program is only valid in the Republic of South Africa. The Boxer Rewards Club Card can only be used in Boxer Superstores outlets (Build & Liquor included) in the Republic of South Africa.
- 5. Participation in the promotions of the Boxer Rewards Club Card Program can only be actioned upon successful registration and activation, through the following Boxer Superstores digital channels, namely, the Boxer Mobile App, USSD line, Boxer Superstores WhatsApp Account or the Point of Sale (POS) at a Boxer Kiosk/ B Money Services Counter. You must ensure that you link your physical Boxer Rewards Club Card to your profile on the Boxer Mobile App.
- 6. Any abuse of or fraudulent activity using the Boxer Rewards Club Card constitutes a criminal offence and Boxer Superstores reserves the right to terminate such person's membership and withhold all B Rewards linked to the card in question. Any abuse or fraudulent activities will be reported by Boxer Superstores to the relevant authorities.

BOXER REWARDS CLUB CARD

- 7. Boxer Superstores will not accept responsibility for the theft or loss of your Boxer Rewards Club Card and/ or B Rewards. It is your responsibility to ensure that you keep your Boxer Rewards Club Card and your Boxer Mobile App profile username and password safe and secure. You are advised never to share your personal information, login credentials or pin code with anyone else.
- 8. The Boxer Rewards Club Card is issued by Boxer Superstores and remains the property of Boxer Superstores, which reserves the right to issue, decline a Boxer Rewards Club Card at any time.
- 9. The Boxer Rewards Club Card is not transferable and its benefits will accrue to the named Boxer Rewards Club Card member only.
- 10. All lost, stolen or defaced cards must be cancelled by the member on their profile on the Boxer Mobile App.
- 11. If you require assistance for a pin code reset or to cancel your card, you can contact the Boxer Customer Care Line on 0860 026 937 or email boxer1.stores@callworx.co.za
- 12. Boxer Superstores shall not be responsible for any lost, damaged, delayed, incorrect or incomplete Boxer Rewards Club Card applications for any reason whatsoever.

EARNING B REWARDS/ PARTICIPATION IN BOXER REWARDS CLUB CARD PROMOTIONS

- 13. To earn B Rewards and link the rewards to your card, you need to download the Boxer App from your App stores and activate your card.
- 14. To earn B Rewards for loaded promotions, you must present your physical or digital Boxer Rewards Club Card to the cashier at a point of sale (till) for the transactions to be recorded. If no Boxer Rewards Club Card is presented prior to payment for a loaded promotion, a B Reward will not be earned for that transaction.
- 15. In the event of a product linked with a B Reward being out of stock during the current promotion, there will be no substitutions as B Rewards are only linked to a specific product.
- 16. B Rewards will automatically be added to your Boxer App when identified with a Boxer Rewards Club Card at point of sale for the loaded promotion. B Rewards cannot be redeemed for cash and each B Reward shall have pre-determined expiry date attached to it.
- 17. Boxer Superstores reserves the right any time to exempt certain promotions and/or products from earning B Rewards or receiving discounts in its absolute and sole discretion.
- 18. Promotions and/or opportunities to earn B Rewards shall be decided upon by Boxer Superstores, in its absolute and sole discretion. All B Rewards earned can only be redeemed once as they are single use codes. (Not multiuse)
- 19. In the event of a dispute regarding the Boxer Rewards Club Program and the implementation of these Terms and Conditions, the decision of Boxer Superstores shall be final and binding.
- 20. A B Reward will only be valid prior to the expiry date indicated on the individual B Reward. The expiry date on a B Reward will be displayed on the Customer's Boxer App as well as their till slip.
- 21. If you participate in a Boxer Rewards Club Card promotion, which requires you to spend a minimum amount and/or or to purchase a specific product(s) in order to receive the discount or the B Reward, you will only be eligible for the discount and/or B Reward if the total value of qualifying benefits after discounts meets the minimum threshold required. Irrespective of the promotion, the limitations and restrictions as set out on Clauses 17 and 29 (implementation and offline) shall apply.
- 22. Boxer Rewards Club Card Program promotional prices displayed on products, or anywhere on our website and/ or digital channels are indicative of the pricing in a Boxer Superstores outlet. While every care is taken to avoid incorrect pricing on the website, in-store and digital channels, pricing errors may occur from time to time.
- 23. The Boxer Superstores Rewards Club Card Program cannot retrospectively apply Boxer Rewards Club Card promotions or redeem B Rewards should they have expired or if there are any out-of-stock issues at the time of redemption.
- 24. Boxer Rewards Club Card customers will not earn B Rewards or get discounts on the following items: tobacco and tobacco related products, pharmaceutical products, baby formula (0- 36 months), pre-paid airtime and data, eCoupons and all third party services and payments (VAS products).
- 25. By participating in a Boxer Rewards Club Card promotion, in accordance with its terms, you are entering in a promotion for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotion will be conducted in accordance with the relevant provisions of the CPA.

DIGITAL CHANNELS

- 26. Boxer Superstores Digital Channels are defined as in-store Boxer kiosks and or Boxer till points (POS), the Boxer Mobile App; Boxer WhatsApp Account and the <u>Boxer Superstores website.</u>
- 27. Customers can utilise the following Digital Channels to interact with Boxer Superstores: Boxer Superstores Mobile App; Boxer Superstores WhatsApp Account and the Boxer Superstores website.
- 28. Boxer Superstores cannot guarantee that the Boxer Digital Channels will be operational at all times. Boxer Superstores will not apply any promotional discounts retrospectively in the event of any outage or technical issues on any of the Boxer Superstores Digital Channels.
- 29. The redemption of a B Reward is subject to the online availability of Boxer Superstores Digital Channels.
- 30. In the event that the Boxer Rewards Club Card systems are offline, you will not be able to earn or deem B Rewards on any purchases made.
- 31. Boxer Superstores shall not be responsible for the failure of any technical element relating to the Boxer Rewards Club Card program services that will may result in the promotion and/ or mechanic not being successfully applied.
- 32. Certain Boxer Rewards Club Card offers and communications will be sent to you via direct marketing channels including email, SMS, WhatsApp or via push notifications on the Boxer Mobile App. It remains your responsibility to ensure that we always have your correct contact details to ensure that you receive your offers and communications.
- 33. We cannot accept responsibility if you do not receive certain offers and communications because you provided us with incorrect contact details.

PRIVACY & BOXER SUPERSTORES BUSINESS PARTNERS

- 34. By registering as a member and participating in the Boxer Rewards Club Card Program, you acknowledge and consent to your personal information being shared with our business partners to the extent necessary to conduct the transactions. Such personal information will be processed in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013. Please refer to our Privacy Policy.
- 35. Boxer Superstores may share your Boxer Rewards Club Card personal details or detailed purchase data with their business partners where it is necessary for the operation of the Boxer Rewards Club Card Program, in accordance with your permission as detailed in our Privacy Policy as well as the relevant service provider's Privacy Policy.
- 36. Personal information may also be shared with our business partners to establish which customised offers you may be interested in. Where Boxer Rewards Club Card Program information is passed onto the business partner's, this data will usually be shared via an aggregator who will anonymise or de-identify the data to ensure no personally identifiable information can be extracted from it.

INDEMITY & TERMINATION

- 37. Boxer Superstores, its organisers, promoters, business partners, service providers and agencies do not bear any responsibility or liability for any loss, damage, injury, accident, and death or asset damage howsoever arising from inclusion or participation in the Boxer Rewards Club Card Program, use of the Boxer Rewards Club Card, or the sharing of your data, as contemplated by these terms and conditions and our Privacy Policy.
- 38. In the event that Boxer Superstores is found to be liable in respect of any claim(s) in connection with the Boxer Rewards Club Card Program, its liability will not exceed the monetary value of the promotion, regardless of the reason for its liability, whether it stems from contract, statute or delict, save to the extent that such liability cannot be excluded by applicable law.
- 39. Boxer Superstores shall have the right to change or terminate the Boxer Rewards Club Card Program immediately and without notice, if deemed necessary in its opinion or if circumstances arise outside of its control. In the event of such change or termination, you agree to waive any rights that you may have in respect of the Boxer Rewards Club Card Program and acknowledge that you will have no recourse against Boxer Superstores and/or its organisers, promoters, business partners, service providers and agencies.

GENERAL

- 40. These terms and conditions will be subject to and interpreted under the laws of the Republic of South Africa and the South African courts will have exclusive jurisdiction over any claim arising in connection herewith.
- 41. You may not assign or otherwise transfer all or any part of your rights or obligations under these terms and conditions. You agree that Boxer Superstores may, in its sole and absolute discretion, transfer and assign all or part of its rights and obligations under these terms and conditions to one or more third parties chosen by it.
- 42. If any clause or sentence in these terms and conditions is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected and will remain of full force and effect.