

Ker-ching Loyalty Card Program: Terms and Conditions of the Card

CICP Registration 2019/046113/07

1 GENERAL

- 1.1 Ker-ching reserves the right to alter or change operational conditions of the Ker-ching Loyalty Card Program or to terminate it at any point. In the event of the programme's termination, Ker-ching Loyalty Card Program will remain valid for 30 days. Cash funds held on the members accounts will not be affected.
- 1.2 In the event you wish to opt-out of the of the Ker-ching Loyalty Card program, please email info@ker-ching.co.za in this regard.
- 1.3 Any abuse whatsoever of the Ker-ching Loyalty Card by any person constitutes a criminal offence and Ker-ching reserves the right to cancel such person's membership and withhold all Ker-ching Loyalty Card Referral Rewards and/or swipe Cash-back Rewards from her/his account. Incorrect or invalid cards or card numbers will not be awarded Ker-ching Loyalty Card rewards and/or cash-back earnings.
- 1.4 The Ker-ching Loyalty Card Program irrevocably signifies your agreement to the above Terms and Conditions. Ker-ching, its organisers, promoters, partners, merchants or 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 Ker-ching Loyalty Card Program.

2 YOUR PERSONAL DETAILS

- 2.1 Each member is required to submit a valid South African ID (or for Non-South African Citizens a Passport Number or a registered Residency Permit number) to register, to transfer membership, to amend or alter personal details or to have control over the Ker-ching Loyalty Card and own respective card funds. By providing Ker-ching with personal information, a member gives Ker-ching permission to send you information regarding its Ker-ching Loyalty Card Program via the Ker-ching social media communication channels, www.ker-ching.co.za, telephone, email, post, mail and physical delivery.
- 2.2 The Ker-ching Loyalty Card is issued by and remains the property of the Ker-ching or any of its subsidiary or associated companies. Ker-ching reserves the right to decline, issue and withdraw the Ker-ching Loyalty card at any time.
- 2.3 By providing Ker-ching with your personal information and by opting in, to communications, you give Ker-ching permission to send you information regarding its Ker-ching Loyalty Card Program via the Ker-ching social media communication channels, www.ker-ching.co.za, telephone, email, post, mail and physical delivery..
- 2.4 A valid Cellular (cell) phone number, and/or postal address, and/or email address will be required from each Ker-ching Loyalty Card member for all communications. Where there is no postal address, then a valid physical address must be provided.
- 2.5 In the event where a member wishes to opt-out of Ker-ching Loyalty Card communication, please contact info@ker-ching.co.za.
- 2.6 Ker-ching will ensure that it is compliant to the Consumer Protection Act.

3 KER-CHING LOYALTY CARDS

- 3.1 The Ker-ching Loyalty Card is issued by and remains the property of the Ker-ching Loyalty Card Program or any of its subsidiary or associated companies. Ker-ching reserves the right to decline, issue, re-issue and withdraw the Ker-ching Loyalty Card at any time.
- 3.2 The Ker-ching Loyalty Card is not transferable; only membership is transferable.
- 3.3 The Ker-ching Loyalty Card will be used as a purchasing card should you apply and be granted the facility.
- 3.4 For all lost, stolen or defaced cards, contact info@ker-ching.co.za. A member may instruct Ker-ching to block/deactivate your lost, stolen or defaced card and request a new card, the replacement cost at which will be advised via info@ker-ching.co.za.
- 3.5 It is the member's responsibility to safeguard his/her Ker-ching Loyalty Card Personal Identification Number (PIN) and any password profile details and ensure that such personal details are not divulged to anybody else. In the event of someone else using a member's PIN and Password to make changes to a member's profile or transact on a member's behalf, such person will be held responsible for the changes and the outcome thereof.
- 3.6 A member may only have one active Ker-ching Loyalty Card, which will be linked to one or more own memberships and to one Ker-ching Loyalty Card account. A member who has multiple Ker-ching Loyalty Cards will be required to select one active Ker-ching Loyalty Card Personal Account Number (PAN) as the primary CARD. All other Ker-ching Loyalty Card PAN accounts will be de-activated. All deposited and earned funds on the associated cancelled Ker-ching Loyalty Cards will be transferred to the primary selected active Ker-ching Card account. A member who does not select one Ker-ching Loyalty Card as the primary card within ten (10) days of notification, will have the respective deposited and earned funds transferred onto his/her most recently used Ker-ching Loyalty Card account. All other associated cancelled Ker-ching Loyalty Cards will be de-activated.

4 KER-CHING LOYALTY CARD COMPENSATION PLAN

- 4.1 A member may be rewarded a cash-back percentage each time the Ker-ching Loyalty Card is swipe at a contracted merchant store. A member must present his/her Ker-ching Loyalty Card at the contracted merchant's point of sale (POS) in order for the transactions to be recorded. If no card is presented at POS before payment, Ker-ching Loyalty Card cash-back will not be earned for the transaction. Furthermore, it is not possible to earn Ker-ching Loyalty Card cash-back rewards retrospectively for transactions in the past where the Ker-ching Loyalty Card was not presented.
- 4.2 Where using the on-line Ker-ching processing payment facility, a member must ensure the Ker-ching Loyalty Card has been captured for all his/her online shopping transactions, in order to receive the cash-back reward for those transactions.
- 4.3 The Ker-ching Loyalty Card Compensation Plan (refer www.ker-ching.co.za) rewards a member in two ways:
 - 4.3.1 a Referral Reward for the signing-on of each new Ker-ching Loyalty Card member. Such reward will be paid out each Friday onto the respective member's Ker-ching Loyalty Card, provided such new membership is captured by the end of business the preceding Wednesday; and
 - 4.3.2 Cash-back earnings for each Ker-ching Loyalty Card transaction at a contracted Ker-ching merchant as per the compensation plan. This reward is paid monthly onto the respective member's Ker-ching Loyalty Card and will be paid by the 5th working day of the month following.

4.4 In the event of a dispute regarding the Ker-ching Loyalty Card Program's Compensation Plan and the implementation or interpretation of the related terms and conditions, the decision of Ker-ching Loyalty Card Program shall be final and binding.

4.5 A member will be able to inspect his/her referral commissions and cash-back rewards via the specific Ker-ching USSD Code.

5 UTILISING YOUR KER-CHING LOYALTY CARD FUNDS

5.1 A member will be able to ply his/her funds in any store where the service provider is activated and to pay for transactions and to transfer funds from one card to another.

5.2 The Ker-ching Loyalty Card may be utilised at any contracted Ker-ching merchant irrespective whether such merchant offers goods or services.

5.3 The Ker-ching Loyalty Card allows for the payment of goods and services via the Card itself, or via the Ker-ching Mobile APP, USSD Code or Quick Response (QR) Code.

5.4 Ker-ching will not be liable for any transactions where purchased goods or services prove faulty and/or undelivered. The member is responsible to settle any such dispute with the merchant directly. No claim in such an instance may be levelled against the Ker-ching Loyalty Card Program, nor will the Ker-ching Loyalty Card Program entertain such a claim.

5.5 In the event of a technical, system(s) or network failure as well as system upgrades, the Ker-ching Loyalty Card compensation plan's rewards allocations will not be processed and/or issued retrospectively.

5.6 A member who does not have his/her Ker-ching Loyalty Card at hand will need to have the Ker-ching mobile APP installed and updated and will then be able to scan his/her Ker-ching Loyalty Card virtually by selecting the Ker-ching icon on the APP. The merchant will scan the QR code on the card payment device at the POS and will get notified on the APP if the scan was successful or not. Virtual Ker-ching Loyalty Card scans will enable the same functionality as swiping a physical Ker-ching Loyalty Card.

5.7 A member can use "card-less" swipe at any contracted merchant POS's.

5.8 At this stage, a member can use the "card-less" swipe functionality only in the Republic of South Africa.

5.9 You hereby mandate Kerching to place all electronic and cash funds in a Trust account with the Trust Agent to ensure the safety and optimal use of the money for the intended Loyalty Program.

6 TRANSACTION DIGITAL CHANNELS

6.1 Ker-ching Transaction Digital channels include the in-store POS's, the Ker-ching Mobile APP, the USSD Code and the QR Code.

6.2 Ker-ching cannot guarantee that the digital channels will be operational at all times.

6.3 A member's Ker-ching Loyalty Card balance is subject to on-line availability of the Ker-ching transactional digital channel.

7 When you swipe your Ker-ching Loyalty Card, you are agreeing to the Terms and Conditions stated above.