

TERMS & CONDITIONS

By registering on the Super White Maize Meal Programme, the person, retail outlet, spaza, supermarket (hereinafter, jointly and severally, referred to as "*The Participant*") agrees to the Terms & Conditions of the aforementioned Super White Maize Meal Programme, being the following:-

1. GENERAL

- 1.1 Botselo Mills (Pty) Ltd with Registration No: 2007/025513/07 (hereinafter referred to as *Botselo*) in presenting their **Super White Maize Meal Loyalty Programme** (hereinafter referred to as "*The Loyalty Programme*") reserves the right to alter, or change, operational conditions of the loyalty programme and/or to terminate same at any point. In the event of programme termination, *The Participant* will be notified to utilise points earned to date within 20 business days, whereafter points not utilised will be considered to be of null and zero value.
- 1.2 *The Participant* confirms that they, (i) are conducting a legitimate business subject to any and all legislation that may be applicable, (ii) are duly authorised to register to the loyalty programme, (iii) hold a valid Identity card and/or Passport, (iv) will make use of any and all relevant Digital channels that "*The Loyalty Programme*" may use from time to time, (v) not abuse any of the platforms as envisaged in (iv), (vi) grant *Botselo* permission to terminate *The Participant's* membership should it become known that *The Participant* has not adhered to any of the aforementioned.
- 1.3 Being registered as a member of "*The Loyalty Programme*" irrevocably signifies *The Participant* to the Terms & Conditions contained herein. *Botselo*, its organisers, promoters, partners, and sponsors do not bear any responsibility or liability for any loss, damage, injury, accident, death and/or asset damage arising from inclusion or participation in "*The Loyalty Programme*" whatsoever.
- 1.4 *Botselo* further reserves the right, at any time, to (i) change the terms & conditions herein, (ii) change "*The Loyalty Programme*", (iii) terminating or, (iv) discontinuing any content and offers featured on any of "*The Loyalty Programme's*" Digital Channels.
- 1.5 Any changes made to "*The Loyalty Programme*", these Terms and Conditions, and Rules set out below, will be effective immediately and automatically without any further or special notice. *The Participant's* continued use of "*The Loyalty Programme*" following such changes will be deemed acceptance of such changes.
- 1.6 All transactions relating to *Botselo* and/or "*The Loyalty Programme*" are final and non-refundable. Once a transaction has been submitted it may not be cancelled or reversed by *The Participant*.

2. ACCEPTANCE BY THE PARTICIPANT

- 2.1 *The Participant* accepts that it is duly registered to "*The Loyalty Programme*", whether signed up via "*The Loyalty Programme's*" Whatsapp platform, registration on their website and/or any other Digital Channel that *The Loyalty Programme* may use from time to time.

- 2.2 *The Participant* accepts that it is its sole responsibility to ensure the safe keeping of their user ID and password and *Botselo* will not be held accountable for any and all loss and/or damages arising from such loss of information.
- 2.3 *Botselo* will communicate with *The Participant* via SMS, Whatsapp, Email, posting notices on their official website and/or any other manner as *Botselo* may deem fit and *The Participant* agrees that all agreements, notices, disclosures and other communications that may be provided satisfies any legal requirement that such communication be in writing.
- 2.4 To the extent *The Participant* transacts through any of “*The Loyalty Programme’s*” relevant platforms, *The Participant* agrees and accepts that this Terms & Conditions shall apply to any and all further transactions.

3. CONSENT AND USE

- 3.1 *The Participant* consents to receive transactional, commercial, and marketing communications relating to *Botselo* and “*The Loyalty Programme*” specifically, and to other products and services generally offered by the suppliers and sponsors of “*The Loyalty Programme*” electronically. *The Participant* confirms opting-in to receive such communications from *Botselo* and “*The Loyalty Programme*” and the parties mentioned above regarding its products and services. Upon registration, *The Participant* accepts and gives its explicit consent to *Botselo* to utilise its personal information, provided by *The Participant*, in as far as allowed by The Protection of Personal Information Act (POPIA) and/or any governing legislation.
- 3.2 *The Participant* confirms and warrants *Botselo* that *The Participant* is the owner of the content that was initially submitted to “*The Loyalty Programme*” on any of the relevant Digital Channels whatsoever, including, but not limited to, personal information, pictures and/or contents of said picture/s.
- 3.3 *Botselo* is entitled to act on all transactions and/or instructions received by anyone using *The Participant’s* account *Botselo* will not be held responsible for any transaction/s made without your authorization.

4. DISCLAIMER AND NON-WARRANTIES

- 4.1 *Botselo* makes no claim or representation regarding the quality, content, nature, or reliability of their relevant Digital Channels accessible by hyperlinks nor do they warrant that same will be available at any given time. “*The Loyalty Programme’s*” Digital Channels are not under the control of *Botselo* and/or “*The Loyalty Programme*”, sponsors nor their suppliers and is therefore not responsible for the content of any linked site or any link contained in any of its Digital Channels, reviews, changes, or updates to said Digital Channels. The aforementioned links and hyperlinks are provided for the convenience of *The Participant*, and it remains *The Participant’s* sole duty to ensure that all content, policies, changes, terms and conditions contained in said links and/or hyperlinks are fully read, understood before agreeing to, including but not limited to, any request and/or registration of any nature.
- 4.2 *The Participant* agrees that the use and/or registration to, of “*The Loyalty Programme*” shall be at *The Participant’s* sole risk. The services offered by *Botselo* in “*The Loyalty Programme*” are provided “as is” without warranty, representation, non-infringement, and all of which are disclaimed to the fullest extent permitted by law.

- 4.3 *Botselo* in no way warrants that the Digital Channels used regarding “*The Loyalty Programme*” are free of any viruses, error-free, secure and/or free of any harmful components. *The Participant*, in continued use of the Digital Channels, accepts the aforementioned risks as its own risk and indemnifies *Botselo* of any loss and/or damage that may occur in this regard.
- 4.4 Neither *Botselo*, “*The Loyalty Programme*”, its suppliers, sponsors, partners, affiliates, licensors, advertisers, directors, “*Activators*”, employees, contractors, consultants or representatives are responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including, but not limited to, damages for loss of business, loss of data or lost profits), negligence, strict liability or any other event arising out of, or relating, to “*The Loyalty Programme*” and/or materials contained on “*The Loyalty Programme*’s” Digital Channels, the software, any linked Digital Channel or any product, services, purchases or rewards received through “*The Loyalty Programme*”.
- 4.5 *The Participant* agrees that if it conducts business in the form of an entity, with asset value and/or turnover exceeding the prescribed threshold, that any provisions made in any applicable legislation regarding implied warranties does not apply to *The Participant* as such.

5. RESERVATION OF RIGHTS

- 5.1 *Botselo* reserves the right to review, cancel and/or reverse any transaction in the event of fraud, any mistake made by “*The Loyalty Programme*”, including, but not limited to, errors in advertising and/or capturing and conversion of loyalty points.
- 5.2 “*The Loyalty Programme*” shall endeavour to provide current and accurate information on all the relevant Digital Channels regarding offers and transactions available to *The Participant*. However, errors and misprints occur and accordingly, *Botselo* reserves the right to reject, correct, cancel and/or terminate any transaction for which the price, points or offer details were incorrectly provided. *Botselo* reserves the right to do this at any time during the transaction process, including after a transaction has been initiated and/or finalised *Botselo* is under no circumstances obligated to process or complete any transaction based on any error, misprint or otherwise.

6. LIABILITY & INDEMNIFICATION

- 6.1 *The Participant* acknowledges that its sole remedy for dissatisfaction with “*The Loyalty Programme*”, software, materials, offers, purchases, rewards or any linked Digital Channel is to stop participating in “*The Loyalty Programme*” and *The Participant* hereby renounces any and all other remedies available to it relating to this regard.
- 6.2 Notwithstanding 6.1 above and should there in law be any remedies that *The Participant* may not renounce as therein contemplated, *The Participant* accepts that the maximum liability for any possible damages, negligence, losses and causes of action, whether in contract or otherwise, shall in no way exceed the transactional amount giving rise to the claim.
- 6.3 *Botselo* is held harmless from and against any and all claims, damages, losses, costs (including attorneys fees) and other expenses that arise directly or indirectly out of (i) *The Participant*’s breach to any of the terms and conditions set out herein, (ii) any allegation or submissions made to *Botselo* and/or “*The Loyalty Programme*” infringing

or violating the copyright, trademark, trade secret, or other intellectual property or other rights of any third party and (iii) your activities in connection with “*The Loyalty Programme*”.

7. NON-VARIATION & SEVERABILITY

7.1 By registering to “*The Loyalty Programme*”, *The Participant* and *Botselo* agrees that this is the full agreement between them in respect of “*The Loyalty Programme*”. No amendment or waiver shall be effective or binding unless made in writing and digitally confirmed and/or signed by *Botselo*.

7.2 Should any part of the terms and conditions herein contained be found invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any of the remaining provisions.

8. FORCE MAJEUR

8.1 *Botselo* shall not be held liable for any delays or failure in performance caused by an event beyond *Botselo* and/or “*The Loyalty Programme*’s” control or by an “Act of God”

9. GOVERNING LEGISLATION

9.1 The whole of the terms & conditions is governed by the Laws of the Republic of South Africa and to the extent permitted by the applicable Law, any claim, dispute and/or controversy between *The Participant* and *Botselo* regarding “*The Loyalty Programme*” be determined by final and binding arbitration, with no right of appeal. Such arbitration will be conducted at such venue as *Botselo* allocates in accordance with the aforementioned Laws.

10. PARTICIPATION & RULES

10.1 By registering on “*The Loyalty Programme*”, *The Participant* also agrees to abide by the rules relating to “*The Loyalty Programme*” will be regarded to be of same value as any of the terms and conditions herein contained and any reservation of *Botselo*’s rights as already stated herein are also fully reserved in respect of the necessary Participation & Rules Clauses that *Botselo* may publish from time-to-time regarding “*The Loyalty Programme*”.

PARTICIPATION & RULES REGARDING THE SUPER WHITE MAIZE MEAL LOYALTY PROGRAMME (“The Loyalty Programme”)

Over and above “*The Loyalty Programme’s*” Terms and Conditions, *The Participant* agrees to abide itself to the following rules of the said programme:-

1. “*The Loyalty Programme*” will allocate points in the following manner:-
 - 1.1 For every qualifying 1kg of Super White Maize Meal purchased *The Participant* will earn 10 Points towards qualifying category products.
 - 1.2 1 Point equals the monetary value of R0.02 [TWO CENTS]
 - 1.3 In the event *The Participant* earns 50 000 points, it will qualify for “*The Loyalty Programme’s*” **BRONZE CATEGORY**.
 - 1.4 In the event *The Participant* earns 125 000 points, it will qualify for “*The Loyalty Programme’s*” **SILVER CATEGORY**.
 - 1.5 In the event *The Participant* earns 250 000 points, it will qualify for “*The Loyalty Programme’s*” **GOLD CATEGORY**.
 - 1.6 In the event *The Participant* earns 500 000 points, it will qualify for “*The Loyalty Programme’s*” **PLATINUM CATEGORY**.
2. *The Participant*, in achieving the aforementioned, will qualify towards exclusive products provided by “*The Loyalty Programme*” subject to the availability of said products in the relevant category.
3. *Botselo* will inform *The Participant* of the relevant achieved category and offer *The Participant* the option whether *The Participant* wishes to utilize its earned points towards the achieved category products as presented by *Botselo*.
4. *The Participant*, when utilizing its earned points, will be eligible to choose a product in its highest achieved category and, in such event, will make use of its achieved points at the relevant point in time towards said product. *The Participant’s* balance will then default back to the starting ZERO balance.

In the event a participant achieves a specific CATEGORY, *Botselo* will inform *The Participant* of such achievement and *The Participant* will be offered the option to utilize its earned points and utilize same towards the relevant category’s products.
5. Should *The Participant* wish not to utilize its points at the given time, it can opt not to utilize its points and the achieved points will be allocated towards *The Participant’s* next achievable CATEGORY in order to utilize same at a later stage towards products of a higher value.
6. PLEASE NOTE: *Botselo* will offer *The Participant* 2 [TWO] business days to exercise its option to utilize or allocate its earned points towards the next achievable category. Failure in which, *The Participant’s* account will be put on hold in anticipation of its option, or until the lapse of the aforementioned period.
7. TAKE FURTHER NOTE: In The absence of *The Participant’s* option as stated above, any and all purchases within the aforementioned period will not qualify for points until an option is exercised by *The Participant* and/or after the lapse of the aforementioned period.

8. In the event *The Participant* achieves the highest CATEGORY, namely the PLATINUM CATEGORY, *The Participant* will be notified to utilize its earned points within 20 business days, or any period which "*The Loyalty Programme*" may allocate from time-to-time, from date of notice to *The Participant*. In the event *The Participant* fails to utilize the aforementioned points within the given period, *The Participant's* earned point will be regarded as NULL and of ZERO value. *The Participant* will in either event of utilization and/or non-utilization default to a ZERO balance.
9. Only one membership per *Participant* is allowed and should it be found that any *Participant*, at any time, is in possession of more than one membership, any and all such memberships will be terminated immediately, and points already earned will be forfeited and be of ZERO value.
10. Although the relevant points are linked to a monetary value, points may not, in any event, be exchanged for cash.
11. Points may only be earned through the relevant channels, whether Digital or not, as set out by "*The Loyalty Programme*".
12. *The Participant* must, at all relevant times, be able to provide "*The Loyalty Programme*" with proof that it is the owner of the relevant membership.
13. It is the sole responsibility of *The Participant* to provide "*The Loyalty Programme*" with the relevant details of a purchase, justifying allocation of points, and should *The Participant* fail to provide "*The Loyalty Programme*" with said information within 7 days of purchase, *The Participant* will forfeit that relevant transaction's points.
14. Upon its registration to "*The Loyalty Programme*", *The Participant* agrees to abide to the terms and conditions, the rules pertaining thereto, as well as the various offers and point system as set out above and which are, in the discretion of *Botselo*, subject to change of said terms and conditions.