

# MRC TERMS & CONDITIONS

## Terms and conditions applicable to members of the Meltz Stores Loyalty/Rewards programme

### 1 Definitions

In these terms and conditions the following shall have the meanings assigned to them unless inconsistent with or otherwise expressly indicated by the context:- 1.1 Company means Meltz Stores; 1.2 Card means the membership card containing a data storage magnetic strip/barcode issued to members of the Loyalty/Rewards Programme; 1.3 Merchant means any company or person contracted with the Company to sell their own goods or services within a Meltz Store who may, or may not, participate in the Loyalty/Rewards Programme; 1.4 Loyalty/Rewards Items means goods or services offered by the Company which form part of the Meltz Stores Loyalty/Rewards Programme; 1.5 Loyalty/Rewards Programme means the programme by which members are rewarded for purchasing certain goods or services offered for sale by the Company; 1.6 Member means a person accepted by the Company as a member of the Loyalty/Rewards Programme; 1.7 Loyalty/Rewards Terminal means a Loyalty/Rewards point of sales terminal approved by the Company which inter alia accepts Loyalty/Rewards cards and calculates Loyalty/Rewards Points, prints receipts and updates the Company's central computer system; 1.8 Loyalty/Rewards Points means the points credited to members cards awarded for purchasing goods and services, excluding sale goods and Special Promotions, which may be used towards the purchase of other goods and services but which may not be exchanged for cash; 1.9 Rewards means the benefit the member receives through the Loyalty/Rewards Programme in the form of Loyalty/Rewards points earned on Loyalty/Rewards Items; 1.10 Sale means goods offered for sale at below the Company's usual retail price; 1.11 Special Promotions means selected merchandise displayed at discounted prices as a special promotion or marked as being on or part of a Sale.

### 2 Membership

2.1 Only residents of the Republic of South Africa above the age of 18 are eligible to join the Club and use the Card. 2.2 The Member and the Company shall have a contractual relationship on the terms and conditions set out in these conditions. By signing the application form, the Member shall be deemed to have accepted such terms and conditions. No such relationship shall exist with the Merchants. 2.3 Membership is in the Company's discretion and the Company may, in its sole discretion, refuse any membership application. 2.4 The Meltz Loyalty/Rewards Card will be issued on acceptance of application for membership. If lost, a card may be replaced at the Company's sole discretion at the Company's current replacement charge. 2.5 Upon receipt of telephonic and written advice of the loss or theft of a card the Company shall suspend use of the card and of the Rewards relating thereto. If the card is located within 3 (three) months, the Company will release the Rewards and use of the card may resume. If the card is not located within such period the Company shall cancel the card and the Rewards concerned shall be forfeited. Alternatively, after 30 (thirty) days the member may, in the Company's sole discretion, purchase a replacement card and unused Rewards will be credited to

the replacement card. The Member accepts liability for and indemnifies the Company against any loss, cost and expense the Company may sustain from the use of a lost or stolen card. 2.6 A member shall notify the Company in writing of change of address, telephone number, email address and any other relevant information. 2.7 The Company may terminate a member's membership at any time by written notice to such effect and membership shall terminate without notice if the member:-2.7.1 dies or is sequestered; or 2.7.2 fails to comply with these terms and conditions; or 2.7.3 fails to use his card for a continuous period of 3 (three) years; 2.7.4 provides the Company or its representatives or agents with incorrect or misleading information relating to the Loyalty/Rewards Programme; or 2.7.5 in any way abuses his membership or the Loyalty/Rewards Programme. 2.8 The member may terminate his membership by giving written notice to the Company to such effect. 2.9 For a period of 30 (thirty) days following termination or expiry of membership the card may be used to redeem Rewards. Any Rewards not redeemed within such period shall be forfeited. 2.10 Rewards must be redeemed within 3 (three) years failing which they shall be forfeited.

### **3 Earning Rewards**

3.1 Members earn Rewards when purchasing goods or services which are not on Sale, Special Promotion or marked as being excluded from the Loyalty/Rewards Programme. 3.2 To receive Rewards when purchasing goods or services from the Company, the Member must produce his card at a Loyalty/Rewards Terminal. 3.3 Rewards are only earned on purchases exceeding R100.00 (One hundred Rand) in any one transaction. 3.4 Goods exchanged and redemption of credit notes and gift vouchers/cards, do not qualify for Rewards.

### **4 Using Rewards**

4.1 Loyalty/Rewards Points may only be used once a member has accumulated at least 6 (six) points recorded on his Loyalty/Rewards Card or have spent R300. The redemption of available points will only take effect on the following purchase. 4.2 When desiring to use Rewards towards purchasing goods and services, the Member must produce his card at a Loyalty/Rewards Terminal. 4.3 The member shall comply with any terms and conditions the Company may impose with respect to the purchase or alteration or cancellation of any transaction. 4.4 The Company reserves the right in its sole discretion to make adjustments necessary to correct Loyalty/Rewards Points awarded in error, or awarded for cancelled transactions in respect of refunds given.

### **5 Limitation of Liability**

The Company shall not be liable to any member for:- 5.1 any consequential or other damages, whether direct or indirect, associated with the Loyalty/Rewards Programme; 5.2 termination or suspension of the Loyalty/Rewards Programme; 5.3 inability to credit or debit Rewards due to circumstances beyond its control, such as for example Loyalty/Rewards Terminals being off line; 5.4 any delay in replacing a lost or stolen card or any unauthorised use of a card; 5.5 any failure by a member to inform the Company that a transaction is subject to the Loyalty/Rewards Programme.

## **6 Warranties**

Subject to the provisions of the Consumer Protection Act number 68 of 2008, the Company gives no warranties nor accepts liability, of nature whatsoever, for any claims, loss or damage from any cause arising out of or in connection with the supply of goods and services related in any way to the Loyalty/Rewards Programme.

## **7 Transferability**

7.1 Cards are not transferable, remain the Company's property and may not be redeemed for cash. 7.2 Cards and/or rights which the Cards confer may not be alienated, sold, transferred, pledged, assigned or dealt with in any other manner except as set out in these terms and conditions.

## **8 Competitions**

8.1 Competitions held in terms of the Loyalty/Rewards Programme are only open to current active Members of the Loyalty/Rewards Programme. 8.2 Company employees, and those of associated companies and Merchants and promotional partners, their agents and their families, may not enter competitions. 8.3 Entries are free and without obligation except for adherence to the rules. 8.4 A member may submit only one entry. 8.5 Only legible and complete entries will be accepted. 8.6 The right is reserved to alter the prize by substituting one of equivalent value. 8.7 Prize Winners will be chosen randomly within 4 (four) months of the closing date of the competition concerned. The Company's decision on the selection method for choosing the prize winners shall be final and no correspondence will be entertained. 8.8 Prizes shall be accepted in the form awarded, may not be transferred and may not be exchanged for cash or credit. 8.9 Prizes not claimed within 90 (ninety) days of the date written notice is despatched to the winners thereof shall be forfeited. 8.10 The Company may from time to time, in its sole discretion, amend the rules relating to competitions. 8.11 The Company reserves the right to use the entrant's personal information in connection with the Loyalty/Rewards Programme. 8.12 The submission of an entry in any competition shall be deemed to be acceptance of these terms and conditions and any other conditions imposed in respect of the competition concerned.

## **9 General**

9.1 The Company's agents and employees shall not be eligible for membership. 9.2 Only a director of the Company may alter or vary these terms and conditions. Any such alteration or variation shall be reduced to writing and be valid and effective when signed by the director concerned. 9.3 Any indulgence granted by the Company to any member shall not constitute a waiver of its rights against the Member and the Company shall not thereby be precluded from exercising its rights against any member concerned, whether having arisen in the past or arising in the future. 9.4 The Company reserves the right without prior notice to members to amend, including the right to amend the ration of Loyalty/Rewards Points to purchase, and terminate the Loyalty/Rewards Programme. 9.5 The information contained in these terms and conditions are provided for general information only and do not constitute any form of advice. The Company accepts no responsibility for the accuracy of any particular statement nor accepts liability for any loss, cost or

expense which may arise from reliance on the information contained in these terms and conditions.

## **10 Partners Terms and Conditions**

Loyalty Partner means any company or person who is not contracted with the Company (Meltz Stores) to sell their own goods or services within a Meltz Store, but who may offer benefits to Meltz Rewards Club Members ("Members"): Any subscription to or membership with a Loyalty Partner shall not be on the Meltz Rewards Club's ("Meltz") terms and conditions but on the terms and conditions of the Loyalty Partner concerned. Meltz shall not be bound to or be responsible for any obligations arising from any benefits offered by a Loyalty Partner. Meltz will from time to time notify Members through Meltz's regular advertising media, including post, email, short message service or other means of special and/or exclusive offers by Loyalty Partners. Members must show their Meltz Rewards Club Card ("Card") when claiming benefits from Loyalty Partners. No Card, no benefit! On termination or cancellation of membership Members must surrender their Card to Meltz.

## **11 Meltz Privacy Policy**

11.1 POLICY: Meltz Stores ("the Company") recognises, respects and is committed to protecting the privacy of its Loyalty/Rewards Programme members ("the Members"). Accordingly, the Company will use its best endeavours only to use or disclose a Member's personal information in the manner stated herein. 11.2 PERSONAL INFORMATION: Personal information refers to all information about a Member as an identifiable individual, including but not limited to, the Member's name, address, email address, telephone number and identity number. 11.3 PERSONAL INFORMATION COLLECTION AND USE: Any personal information supplied to the Company or via use of its website or in any other manner is collected and processed for the following purposes only: 11.3.1 for the purpose for which the information is requested, as stated on this website or in any other communication; 11.3.2 To establish and verify a Member's identity; 11.3.3 To maintain and updated the Company's Member database; 11.3.4 For marketing, product research and development purposes; 11.3.5 To the extent necessary to enable the Company to meet its obligations to its Members. 11.4 PERSONAL INFORMATION SHARING AND DISCLOSURE: The Company will not sell, rent or otherwise disclose a Member's personal information to any third party, unless: 11.4.1 The Member has expressly, alternatively impliedly, consented to such a disclosure; 11.4.2 The Company is permitted or required to do so by law; 11.4.3 It is in the public interest to do so; 11.4.4 It is necessary to protect the interests of the Company or its Members. 11.5 OPTING-OUT: Should a Member no longer wish to receive the Company's promotional communications, he or she may opt-out of receiving such communications by following the instructions included therein. 11.6 ACCEPTANCE OF THIS PRIVACY POLICY: By signing the application form or accessing the Company's website, or otherwise providing the Company with personal information, the Member signifies his or her acceptance of this Privacy Policy. 11.7 CHANGES TO THIS PRIVACY POLICY: The Company reserves the right to amend this Privacy Policy from time to time and at its discretion. Unless otherwise stated, the current version will apply. 11.8 INCORPORATION: This Privacy Policy is incorporated into and forms part of the Terms and Conditions Applicable to Members of the Meltz Stores Loyalty/Rewards Programme.

