

ROCOMAMAS FESTIVE E-GIFT PROMOTION TERMS AND CONDITIONS

1. The RocoMamas Festive eGift Promotion (“the Promotion”) is conducted by RocoMamas Advertising (Pty) Ltd (“RocoMamas”) (referred to herein as “the Promoter”). The Promotion may only be participated in by customers of RocoMamas restaurants who are resident in South Africa.
2. A copy of these Terms and Conditions (the “Rules”) is available on the RocoMamas website: <https://rocomamas.com/za> (the “Website”) and the RocoMamas Loyalty App. The Rules may be amended by reasonable notification, via the Website or the RocoMamas Loyalty App, at any time during the Promotion, as applied and interpreted by the Promoter. The decisions of the Promoter regarding any disputes relating to such meaning and / or content will be final and binding.
3. The purchase of RocoMamas eGift Vouchers by customers in the Promotion constitutes an agreement to abide by these Rules.
4. This Promotion will run from 11 December 2024 until 31 December 2024.
5. This Promotion is limited to customers residing in the Republic of South Africa.
6. RocoMamas Festive eGift Promotion Conditions
 - 6.1 Customers must purchase a R500 RocoMamas eGift Voucher via the Website or the RocoMamas Loyalty App, by selecting the promotion named “Buy R500 and for R450” and will only pay R450.
 - 6.2 The Promotion is limited to the first 250 purchases when selecting the Promotion named “Buy R500 and for R450” only.
 - 6.3 For each R500 RocoMamas eGift Voucher purchased in terms of clause 6.1, the customer shall pay R450 only.
 - 6.4 The RocoMamas eGift Vouchers purchased and/or received in terms of this Promotion shall be valid for redemption at a participating RocoMamas restaurant for a period of 3 (three) years from date of purchase.
 - 6.5 The Promotion is only applicable to purchases made via the Website and via the RocoMamas Loyalty App.
 - 6.6 The Promotion does not apply to in-restaurant purchases of physical gift cards, and purchases on the B2B gifting portal.
 - 6.7 All RocoMamas eGift Vouchers are non-refundable and cannot be redeemed for cash.
 - 6.8 This Promotion does not extend to the Promoter’s B2B Partners.
7. The Promoter will not accept responsibility for purchases of RocoMamas eGift Vouchers that are lost, misplaced, damaged, undelivered or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure,

technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

8. The Promoter reserves the right to not fulfil a RocoMamas eGift Voucher purchased by any customer who breaches the Rules.
9. Income taxes relating to the prize, if any, is the sole responsibility of the prize winner.

10. Processing of Personal Information and Customer Consent

- 10.1 The customer's privacy is very important to the Promoter, and it will use reasonable efforts to ensure that any information, including personal information, provided by the customer, or which is collected from the customer, is stored in a secure manner.
- 10.2 The customer agrees to give (where applicable) honest, accurate and current information about the customer to the Promoter and to maintain and update such information when necessary.
- 10.3 The customer's personal information collected by the Promoter may be used for the following reasons:
 - 10.3.1 the processing of personal information on the company's website.
 - 10.3.2 further processing by third parties, including the fact that related parties of the company may access information on the company's website.
 - 10.3.3 direct marketing;
 - 10.3.4 fraud prevention; and
 - 10.3.5 SARB and SARS reporting and the like if applicable.
- 10.4 The customer acknowledges that any information supplied to the Promoter is voluntarily.
- 10.5 By submitting any information to the Promoter in any form the customer further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by the Promoter under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from the customer, be indefinite and/or for the period otherwise required in terms of any applicable law.
- 10.6 Unless the customer has consented, the Promoter will not sell, exchange, transfer, rent or otherwise make available any personal information about the customer (such as name, address, email address, telephone or fax number) to other parties and the customer indemnifies Spur from any unintentional disclosures of such information to unauthorized persons.

- 10.7 Should the customer believe that the Promoter has utilised the customer's personal information contrary to applicable law, they shall first resolve any concerns with Spur. If the customer is not satisfied with such process, the customer has the right to lodge a complaint with the Information Regulator of South Africa.
11. To the maximum extent permitted in law, the owners of any Spur restaurant, or any holding or subsidiary companies, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) or arising from any cause whatsoever or howsoever arising from any person's participation in any way, in this Promotion or as a result of (or in any way connected to) any voucher purchased there under, including any tax liability incurred by the customer as contemplated in clause 6 above (any such vouchers being utilized and accepted at the sole and own risk of any customer thereof).
12. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a customer (any such event hereinafter called "Force Majeure") then the Promoter shall be relieved of all such obligations to the customer during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the customer may suffer due to or resulting from the Force Majeure.
13. The Promoter reserves the right to cancel, suspend, amend or terminate the Promotion at any time and without notice to the customers.
14. In the event of a dispute in respect of any aspect of the Promotion, the decision of the Promoter is final and binding, and no correspondence will be entered into.
15. By participating in the Promotion, customers agree to receive further communication and direct marketing material from the Promoter, and their holding and subsidiary companies, provided that the customers may opt-out of receiving commercial communications at any time via the appropriate opt-out mechanisms provided by the Promoter for such purpose.
16. This Promotion shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these terms and conditions and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: www.dti.gov.za.
17. Any provision of the terms and conditions which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.