

## **ROCOMAMAS SOUTH AFRICA LOYALTY APP**

### **TERMS AND CONDITIONS**

**The following provisions are drawn to the attention of the user to the extent that the Consumer Protection Act 68 of 2008, as amended ("the CPA") applies to these Terms and Conditions: - clause G (including the fact, nature, and effect of the limitation of liability contemplated therein); - clause H (including the fact, nature and effect of the indemnity contemplated therein).**

#### **A. INTRODUCTION**

1. These terms and conditions ("Terms and Conditions") apply in respect of the RocoMamas Franchise Co. (Pty) Limited ("RocoMamas") mobile application (the "Roco Rewards App").
2. The terms "user", "you" and "your" are used interchangeably in these Terms and Conditions and refers to any individual who uses the Roco Rewards App from time to time (or intends using the Roco Rewards App) and any individual who downloads the Roco Rewards App.
3. These Terms and Conditions and the other policies posted on the RocoMamas Website constitute the complete and exclusive understanding and agreement between you and RocoMamas and govern your use of the Roco Rewards App. This understanding and agreement supersedes all prior understandings, proposals, agreements, negotiations and discussions between the parties, whether written or oral.
4. "RocoMamas" means RocoMamas Franchise Co. (Pty) Ltd, registration number (Registration Number: 2010/020095/07), and any company related or inter-related to RocoMamas, as contemplated in section 2 of the Companies Act No. 71 of 2008, as amended (together, the "RocoMamas Parties"). All rights granted in favour of RocoMamas Parties in terms of this Agreement shall be deemed to be for the benefit of the RocoMamas Parties by way of a stipulation for the separate benefit of each company within the RocoMamas Parties, and such benefit may be accepted by any company within the RocoMamas Parties at any time after the date of execution hereof (and the fact that any such benefits may not be enforceable by any one of such companies shall not affect its enforceability by RocoMamas or any other company within the RocoMamas Parties).
5. RocoMamas permits the use of the Roco Rewards App subject to these Terms and Conditions, and by using the Roco Rewards App you are required to accept these Terms and Conditions.
6. Please read these Terms and Conditions carefully and make sure you understand them before you use the Roco Rewards App. Please do not download or use the Roco Rewards App if you do not agree to these Terms and Conditions.
7. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or RocoMamas in terms of the CPA.
8. RocoMamas reserves the right to terminate or suspend the Roco Rewards App with three months' notice, which notice will be recorded on the RocoMamas Website and/or via the Roco Rewards App and/or SMS or email, and such notice period will apply from date of such publication.

9. RocoMamas reserves the right to change, on one month's notice, any of the materials aspects of these Terms and Conditions. Any such change will be recorded on the RocoMamas Website and/or via the Roco Rewards App and/or SMS or email, and will apply from the effective date of the notice. The provisions thereof shall be deemed to be binding on the user.

10. RocoMamas reserves the right to change any non-material aspects of these Terms and Conditions, which change will be recorded on the RocoMamas Website and/or via the Roco Rewards App and/or SMS or email and will apply with immediate effect. Your continued use of the Roco Rewards App will constitute an agreement to abide by the updated terms and conditions.

11. Notwithstanding anything to the contrary herein, we reserve the right to suspend or terminate a membership, block your email or IP address, or otherwise terminate your access to or use of the Roco Rewards App (or any part thereof) immediately and without notice to you and to remove and discard any Content within the Roco Rewards App, for any reason. You agree that the RocoMamas Parties will not be liable to you or any third party for termination of your access to the Roco Rewards App. You also agree not to attempt to use the Roco Rewards App after such termination.

12. You always have the option to cancel your membership to the Roco Rewards App at any time. If you are a member and no longer wish to participate, then please contact our Customer Care centre at +27 (0)860 888 772 or [troubleshoot@rocomamas.co.za](mailto:troubleshoot@rocomamas.co.za).

## **B. ELIGIBILITY – ROCO REWARDS APP**

1. There are limitations on who may download and use the Roco Rewards App. You may not download the Roco Rewards App if you are a minor (i.e., under the age of 18 (eighteen) years of age) or if you are not legally permitted to enter into a binding agreement. A minor may not use the Roco Rewards App and must always be accompanied by a parent and/or guardian if using the Roco Rewards App. A minor may only be added to the Roco Rewards App if the minor's parent/s and/or guardian/s agree to these Terms and Conditions on the minor's behalf.

2. Your account or membership is not transferable.

3. No persons who are staff members of a RocoMamas franchised restaurant under the trade name RocoMamas may apply for membership of this programme.

4. Accounts can only be issued to natural persons.

5. You agree to provide accurate and correct information and promptly update any changes thereto.

6. By downloading the Roco Rewards App, you hereby confirm and represent to RocoMamas that:

- a) you have legal capacity to contract;
- b) you agree to be bound by these Terms and Conditions; and
- c) if you have added a minor to the Roco Rewards App as contemplated in clause B.1, you are the parent/s and/or legal guardian/s of the minor, you consent to the minor using the Roco Rewards App on these Terms and Conditions, you agree to these Terms and Conditions on behalf of yourself and the minor and you understand and agree that the limitation of liability and indemnity contained in these Terms and Conditions are duly binding on yourself and on the minor.

## 7. How It Works

- a) Download the Roco Rewards App from Google Play or Apple Store to sign up for a digital Roco Rewards profile.
- b) As a token of gratitude for your loyal support, you will receive a R50.00 (fifty Rand) RocoMamas meal voucher every time you reach an accumulative spend of R1,000.00 (one thousand Rand) when dining at a RocoMamas restaurant (excluding Value Added Tax ["VAT"] and waitron tip). The voucher will be automatically loaded to your Roco Rewards profile and Roco Rewards App.
- c) You will be notified via email and/or SMS when the voucher is loaded to your Roco Rewards profile.
- d) As a Roco Rewards member, you will be notified about awesome promotions and any other exclusive opportunities if you have provided the relevant consent.
- e) You will not be able to earn or redeem vouchers if your Roco Rewards profile has not been registered.
- f) You can start accumulating loyalty points immediately after registration.

### **C. EARNING YOUR LOYALTY VOUCHERS**

- a) Provide your waitron with your Roco Rewards card, your unique membership number or the mobile contact number associated with your profile, when paying your bill.
- b) Your unique membership number can be found when logging into your profile via the Roco Rewards App or on the reverse of the Roco Rewards card.
- c) Your waitron will swipe your card at the till or enter your unique membership number.
- d) Your basket spend (excluding VAT and waitron tip) will automatically be allocated to your profile as loyalty points within 72 (seventy-two) hours from payment.
- e) If more than 1 (one) Roco Rewards profile is used when making payment, any loyalty points that accumulate from the basket spend will be split evenly between the respective Roco Rewards profiles. No more than 5 (five) Roco Rewards profiles may be used to accumulate points, per bill.
- f) You can earn loyalty points at any RocoMamas restaurant within South Africa.

### **D. REDEEMING YOUR LOYALTY VOUCHERS**

- a) You can redeem your R50.00 (fifty Rand) voucher immediately once it has been loaded to your Roco Rewards profile.
- b) Your voucher will be valid for redemption for 3 (three) years from the date of loading.
- c) When paying your bill, present your Roco Rewards card, your membership number or the mobile contact number associated with your profile, and indicate that your R50.00 (fifty Rand) voucher/s must be used as part payment against your bill.
- d) Vouchers may only be used on total bills which, excluding tip, amount to more than R50.00 (fifty Rand).
- e) The minimum spend of the voucher is the value of the voucher i.e., you can only redeem a voucher in full, not in part, as the voucher does not issue change in the form of cash (e.g., if your bill including VAT & excluding waitron tip is R90.00 (ninety Rand) and you have two R50.00 (fifty Rand) vouchers, you will only be able to redeem one voucher against this bill – you are not able to use the remaining R10.00 (ten Rand) as a tip to the waitron).
- f) To update your details or access your transactional statement, visit the Roco Rewards App.
- g) You can redeem loyalty vouchers at any RocoMamas restaurant within South Africa only for on-premises consumption or via Click & Collect.

### **E. BIRTHDAY VOUCHER**

- a) Should you visit a RocoMamas restaurant 3 (three) times in the 12 (twelve) months immediately preceding your birthday and spend R250.00 (two hundred and fifty Rand) or more per visit, you will receive a R50.00 (fifty Rand) birthday voucher.

- b) Your birthday voucher will be loaded to your profile on the day of your birthday and is valid for 31 (thirty-one) days thereafter.
- c) From time to time, the criteria to receive a birthday voucher may change and the changes will be communicated via the RocoMamas Website or email.
- d) The birthday voucher is not transferable and may only be redeemed by the registered Roco Rewards member.
- e) You can redeem birthday vouchers at any RocoMamas restaurant within South Africa for on-premises consumption or via Click & Collect.

## **F. PARTICIPATION**

1. The Roco Rewards App can be downloaded for free from the Apple Store or the Google Play Store on a mobile device with an IOS 10.0 or Android 9.0 operating system and higher.
2. The RocoMamas Website can be visited at <https://www.rocomamas.com/za/>.

## **G. LIABILITY**

1. You hereby agree that your use of the Roco Rewards App is at your own risk. To the maximum extent permitted in law, none of the RocoMamas Parties, nor their respective directors, prescribed officers, managers, employees, agents, franchisees, or other persons in respect of whose actions RocoMamas may be held to be vicariously liable or anyone associated with any of them (collectively, "Protected Parties"), shall incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, whatsoever or howsoever arising from your use or misuse of, or reliance upon the Services, or as a result of, or arising from any defects in the Roco Rewards App or otherwise. To the extent necessary in law the provisions of this clause G shall constitute a *stipulatio alteri* (i.e., a contract in favour of a third party) in favour of the Protected Parties, the benefit whereof may be accepted by any or all of them at any time, from time to time.
2. The Roco Rewards App and the Content available through the Roco Rewards App may contain links to third-party websites ("Third-Party Websites") completely unrelated to us or the Roco Rewards App. If you link to Third-Party Websites, you may be subject to the terms and conditions and other policies of those Third-Party Websites. We do not endorse any content displayed on any Third-Party Website.

## **H. INDEMNITY**

1. You indemnify the Protected Parties from any liability for any injury, claim, loss, or damage of any nature whatsoever, whether direct, indirect, consequential, or otherwise arising from:
  - a) your use of and access to the Roco Rewards App and/or any linked external sites;
  - b) your violation of any of these Terms and Conditions;
  - c) your violation of any third-party right, including, without limitation, any copyright, trade mark, trade secret, or other property or privacy right; or
  - d) any claim that your Content caused damage to a third party.
2. This defense and indemnification obligation will survive termination, modification or expiration of these Terms and Conditions and your use of the Roco Rewards App.

## **I. GOODS/SERVICES/CAMPAIGN**

1. The Roco Rewards App offers *inter alia* the following goods and services:
  - a) Earning of loyalty points;

- b) Redemption of vouchers, coupons and/or special offers; and
- c) Customer discounts.

2. Vouchers may only be redeemed by the registered profile member i.e., the holder of the account.

## **J. PRIVACY AND INFORMATION**

1. The following sections J - Q contain our External Privacy Statement (“Statement”) which sets out how your personal information will be used by RocoMamas and applies to any information, including personal and special personal information, you give to RocoMamas or which RocoMamas may collect from third parties.

2. This Statement must be read in conjunction with any applicable provisions of the RocoMamas Website’s additional Terms and Conditions relating to privacy, data collection, data protection, use and disclosure of personal information and any applicable law, including the Protection of Personal Information Act No 4 of 2013 (“POPIA”).

3. It is important that you read this section carefully before submitting any personal information to RocoMamas.

4. By submitting any information to RocoMamas in any form you further acknowledge that such conduct constitutes an unconditional, specific and voluntary consent to the processing (including storage) of such information by RocoMamas in terms of these Terms and Conditions and/or under any applicable law, which consent shall, in the absence of any written objection received from you, be indefinite and/or for the period otherwise required in terms of any applicable law.

5. The provisions of this Statement are subject to mandatory, unalterable provisions of applicable laws.

6. Please do not submit any personal information to RocoMamas if you do not agree to any of the provisions of these Terms and Conditions. If you do not consent to the provisions of this section, the Terms and Conditions, or parts thereof, RocoMamas may not be able to provide its products and services to you.

## **K. AMENDMENT OF THE EXTERNAL PRIVACY STATEMENT**

1. We may amend the Statement from time to time for any of the following reasons:

- a) to provide for the introduction of new systems, methods of operation, services, products, or facilities.
- b) to comply with changes to any legal or regulatory requirement.
- c) to ensure that our Statement is clearer and more favourable to you.
- d) to rectify any mistake that may be discovered from time to time.
- e) for any other reason which RocoMamas, in its sole discretion, may deem reasonable or necessary.

2. Any such amendment will come into effect and become part of any agreement you have with RocoMamas when notice is given to you of the change by publication on the RocoMamas Website or on the Roco Rewards App. It is your responsibility to check the RocoMamas Website and the Roco Rewards App often. Your continued use of the Roco Rewards App will constitute an agreement to abide by the updated Statement.

## **L. PRIVACY INDEMNITY**

1. RocoMamas takes your privacy and the protection of your personal information very seriously, and it will only use your personal information in accordance with the External Privacy Statement and applicable data protection legislation. It is important that you take all necessary and appropriate steps to protect your personal information yourself (for example, by ensuring that all passwords and access codes are kept secure).

2. RocoMamas has implemented reasonable technical and operational measures to keep your personal information secure.

3. You hereby indemnify the Protected Parties from any loss, damages or injury that you may incur as a result of any unintentional disclosures of your personal information to unauthorised persons or the provision of incorrect or incomplete personal information to RocoMamas.

#### **M. INFORMATION WHICH WE MAY COLLECT ABOUT YOU**

1. RocoMamas may collect the following information about you, and this information may include:

- a) your name, address, contact details, date of birth, identity number, passport number.
- b) records of correspondence or enquiries from you or anyone acting on your behalf.
- c) details of transactions you carry out with RocoMamas.
- d) details of contracts, or sales you carry out with RocoMamas.
- e) sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

2. Where you provide RocoMamas with the personal information of third parties, you should take steps to inform the third party that you need to disclose their details to RocoMamas, identifying RocoMamas. RocoMamas will process their personal information in accordance with this Statement.

#### **N. USE OF INFORMATION COLLECTED**

1. RocoMamas may use, transfer and disclose your personal information for the purpose of:

- a) providing you with the Roco Rewards App, products, or offerings you have requested, and notifying you about important changes to these services, products or offerings.
- b) managing your account or relationship and complying with your instructions or requests.
- c) detecting and preventing fraud and money laundering and/or in the interest of security and crime prevention.
- d) assessing and dealing with complaints and requests.
- e) operational, marketing, auditing, legal and record keeping requirements.
- f) verifying your identity or the identity of your beneficial owner.
- g) transferring or processing your personal information outside of the Republic of South Africa to such countries that may not offer the same level of data protection as the Republic of South Africa, including cloud storage purposes and the use of any of our websites.
- h) complying with applicable laws, including lawful requests for the information received from local or foreign law enforcement, government, and tax collection agencies.
- i) recording and/or monitoring your telephone calls and electronic communication to/with RocoMamas to accurately carry out your instructions and requests, to use as evidence and in the interests of crime prevention.
- j) conducting market research and providing you with information about RocoMamas products or services from time to time via email, telephone, or other means (for example, events).
- k) where you have unsubscribed from certain direct marketing communications, ensuring that we do not send such direct marketing to you again.

- l) disclosing your personal information to third parties for reasons set out in this Statement or where it is not unlawful to you so.
- m) monitoring, keeping record of and having access to all forms of correspondence or communications received by or sent from RocoMamas or any of its employees, agents, or contractors, including monitoring, recording, and using as evidence all telephone communications between you and RocoMamas; and
- n) improving or evaluating the effectiveness of our business or products, services, or offerings.

2. RocoMamas may from time to time contact you about services, products and offerings available from RocoMamas or RocoMamas Parties which may be of interest to you, by email, phone, text or other electronic means, unless you have unsubscribed from receiving such communications. You can unsubscribe from receiving such communications. The Roco Rewards App may be co-branded with brands belonging to RocoMamas Parties such as Spur Steak Ranches and/or John Dory's Fish & Grill and/or Hussar Grill, and/or Panarottis and/or Nikos and/or Casa Bella.

#### **O. RETENTION OF YOUR INFORMATION**

RocoMamas may retain your personal information in terms of the applicable laws, unless you object, in which case we will only retain it if we are permitted or required to do so in terms of applicable laws. However, as a general rule, RocoMamas will retain your information in accordance with the retention periods set out in applicable laws, unless RocoMamas needs to retain it for longer for a lawful purpose (for example, for the purposes of complaints handling, legal processes and proceedings).

#### **P. ACCESS TO, CORRECTION AND DELETION OF YOUR PERSONAL INFORMATION**

1. You may request details of personal information which RocoMamas holds about you under the Promotion of Access to Information Act, 2000 ("PAIA") read with POPIA. Fees to obtain a copy or a description of personal information held about you are prescribed in terms of PAIA. Confirmation of whether RocoMamas hold personal information about you may be requested free of charge.

2. You may request the correction, destruction of, or deletion of personal information RocoMamas holds about you. Please ensure that the information RocoMamas holds about you is complete, accurate and up to-date. If you fail to keep your information updated, or if your information is incorrect, RocoMamas may limit the products and services offered to you or elect not to open the account.

3. You have a right to object on reasonable grounds to the processing of your personal information where the processing is carried out to protect our legitimate interests or your legitimate interests unless the law provides for such processing.

#### **Q. COMPLAINTS**

1. Should you believe that RocoMamas has utilised your personal information contrary to applicable laws, you undertake to first attempt to resolve any concerns with RocoMamas.

2. If you are not satisfied with such process, you may have the right to lodge a complaint with the Information Regulator, using the contact details below:

Tel: 012 406 4818

Fax: 086 500 3351

Email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

3. Unethical activity may be anonymously reported to RocoMamas' independent ethics hotline provider, Whistle Blowers (Pty) Limited, via their toll-free phone number 0800 447 464 and email address [spurcorp@whistleblowing.co.za](mailto:spurcorp@whistleblowing.co.za).

## **R. SUBMISSION OF CONTENT**

1. If you submit any Content to RocoMamas, you expressly agree not to post, email, or otherwise make available Content:

- a) that violates any law.
- b) that is copyrighted, patented, protected by trade secret or trade mark, or otherwise subject to third-party propriety rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a licence from their rightful owner to post the material and to grant us all the licence rights granted under these Terms and Conditions by the owner.
- c) that infringes any of the foregoing intellectual property rights of any party or that you do not have a right to make available under any law or under any contractual or fiduciary relationship.
- d) that is harmful, abusive, unlawful, threatening, harassing, defamatory, pornographic, libellous, or invasive of another's privacy or other rights, or that harms or could harm minors in any way.
- e) that harasses, degrades, intimidates or is hateful towards an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability.
- f) that violates any employment laws including those prohibiting the stating, in any advertisement for employment, of a preference or requirement based on race, colour, religion, sex, national origin, age, or disability of the applicant.
- g) that includes personal or identifying information about another person, without that person's explicit consent.
- h) that impersonates any person or entity, including any of our employees, or falsely states or otherwise misrepresents an affiliation with a person or entity.
- i) that is false, deceptive, misleading, deceitful or constitutes a "bait and switch" offer.
- j) that constitutes a "pyramid scheme", an "affiliate marketing", a "link referral code", "junk mail", "spam", a "chain letter" or an unsolicited advertisement of a commercial nature.
- k) that constitutes or contains any form of advertising or solicitation including any form of advertising or solicitation that is.
- l) posted in areas or categories of the RocoMamas Website which are not designated for such purposes.
- m) e-mailed to users who have requested not to be contact about other services, products, or commercial interests.
- n) that includes links to commercial services or Third-Party Websites, except as specifically allowed by us.
- o) that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law.
- p) that contains software viruses or any other computer code, file, program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- q) that disrupts the normal flow of dialogue, with an excessive number of messages (flooding attack) to the Roco Rewards App or that otherwise negatively effects other users' ability to use the Roco Rewards App.
- r) that employs misleading e-mail addresses or forged headers or otherwise manipulated identifiers to disguise the origin of Content transmitted through the Roco Rewards App.

2. Additionally, you agree not to:



- a) contact anyone who has asked not to be contacted, make unsolicited contact with anyone for any commercial purpose, or “stalk” or otherwise harass anyone.
- b) make any libellous or defamatory comments or postings to or against anyone.
- c) collect personal information (as defined in the External Privacy Statement) or data about other users or entities for commercial or unlawful purposes.
- d) attempt to gain unauthorised access to computer systems owned or controlled by RocoMamas, or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Roco Rewards App.
- e) use of any automated device or computer program (“flagging tool” or “automated flagging device”) that enables the use of RocoMamas’ “flagging system” or other community control systems without each flag’s being manually entered by a human who initiates the flag, or use any such flagging tool to remove the posts of competitors or other third parties, or remove a post without a reasonable good-faith belief that the post being flagged violates these Terms and Conditions or any applicable law or regulation.
- f) use any automated device or software that enables the submission of automatic postings on the Roco Rewards App without human intervention or authorship (an ‘automated posting device’).

3. RocoMamas reserves the right to remove any Content without prior notice.

4. Furthermore, by posting Content to any public area of the Roco Rewards App, you agree to and do hereby grant RocoMamas all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Roco Rewards App by any party for any purpose. You also hereby grant each user of the Roco Rewards App a non-exclusive licence to access your Content through the Roco Rewards App. The foregoing licence granted by you to each user terminates when you remove or delete such Content from the Roco Rewards App.

## **S. INTELLECTUAL PROPERTY**

1. Save for the limited license granted in terms of clause T2 hereunder, RocoMamas retains all right, title and interest in and to the Roco Rewards App, which includes all content, services and functionality associated with the Roco Rewards App. The contents of the Roco Rewards App, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in Roco Rewards App (“App Content”) are protected by law, including but not limited to copyright and trade mark law. The App Content is the property of the RocoMamas, its advertisers and/or sponsors and/or is licensed to the RocoMamas.

2. Subject to your compliance with these Terms and Conditions, RocoMamas hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to download, install and use the Roco Rewards App on a mobile device solely for your own personal, non-commercial purposes.

3. You hereby acknowledge that your right to download and use the Roco Rewards App is derived solely from RocoMamas and is conditional upon your proper conduct, safe use of the Roco Rewards App and compliance with these Terms and Conditions. RocoMamas reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Roco Rewards App.

4. You are not entitled to:

- a) copy, reproduce, modify, alter, create derivative works of, sell, reverse engineer, decompile, redistribute, or disassemble the Roco Rewards App, App Content or any part thereof.

- b) sub-license, assign, transfer, or in any manner give or grant or transfer, directly or indirectly, any rights granted in terms of these Terms and Conditions to any third party.

5. The limited license granted to you in terms of this clause S will be revoked (with or without notice) and ineffective if you:

- a) are a minor and your parents or guardians have not read these Terms and Conditions, agreed to them on your behalf and downloaded the Roco Rewards App on your behalf or uploaded you to the Roco Rewards App, in accordance with the provisions of clause B.
- b) engage in any act that RocoMamas deems to conflict with the spirit or intent of these Terms and Conditions or the promotional material including, but not limited to, circumventing, or manipulating these Terms and Conditions or the promotional material.
- c) fail to comply with any of the provisions of these Terms and Conditions.

6. Where any of the Roco Rewards App or App Content has been licensed to RocoMamas or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

## **T. NO WARRANTIES**

1. You expressly agree and acknowledge that the Roco Rewards App are provided to you “as is” without warranty of any kind. RocoMamas hereby disclaims all warranties, either express or implied, to the maximum extent permitted by law.

2. To the fullest extent permitted by law RocoMamas Parties, their respective affiliates, subsidiaries, officers, directors, service providers, suppliers, franchisees, employees, and agents disclaim all warranties, express or implied, in connection with the Roco Rewards App and your use thereof. RocoMamas makes no warranties or representations about the accuracy or completeness of the App Content, or the content of any third-party website linked to the RocoMamas Website and assume no liability or responsibility for any:

- a) errors, mistakes, or inaccuracies in the Roco Rewards App or App Content.
- b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Roco Rewards App.
- c) unauthorised access to or use of RocoMamas servers and/or any personal and/or financial information stored therein.
- d) interruption or cessation of transmission to or from the Roco Rewards App.
- e) bugs, viruses, Trojan horses or the like which may be transmitted to or through the Roco Rewards App by any third party.
- f) Errors or omissions in any App Content or loss or damage of any kind incurred arising from the use of any Content posted, e-mailed, communicated, transmitted or otherwise made available via the Roco Rewards App.

RocoMamas does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Roco Rewards App or any hyperlinked website featured in any banner or other advertising, and RocoMamas Parties will not be a party to or in any way responsible for the monitoring of any transaction between you and/or other users and/or third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise appropriate caution.

## **U. GENERAL**

1. These Terms and Conditions shall comply with, and will be subject to, any preemptory provisions of the 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. Furthermore, no term or condition of these Terms and Conditions is intended to breach any Peremptory Provisions.

2. These Terms and Conditions, together with any terms and conditions appearing in the RocoMamas Website's Terms and Conditions or in any promotional material, contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in these Terms and Conditions (including clause U.1 above) no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless agreed to in writing by RocoMamas.

3. Each sentence, paragraph, term, clause and provision of these Terms and Conditions and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation (including, without limitation, the CPA and any Regulations thereto) or in terms of a final, binding judgment issued by any competent court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto. If any provision of these Terms and Conditions is found by any court to be unfair as contemplated in Regulation 44 to the CPA, then that provision will apply to the maximum extent permitted under the CPA and will further be governed by the provisions of this clause U.3 *mutatis mutandis*.

4. Your access and/or use of the Roco Rewards App, and the operation of these Terms and Conditions, shall be governed by and construed in accordance with the laws of the Republic of South Africa.

5. The Roco Rewards App shall operate indefinitely. Unless otherwise specified in these Terms and Conditions, RocoMamas may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Roco Rewards App or the user's right to use the Roco Rewards App or the App Content.

6. You may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

7. Any failure on the part of you or RocoMamas to enforce any right in terms hereof shall not constitute a waiver of that right.

8. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

## **V. COOKIES**

1. Cookies are a common Internet technology. Many web sites use cookies to provide useful features for their users. Cookies are small files that are written or downloaded to your computer's hard drive when you access a site. They allow RocoMamas to store and quickly retrieve login information on your computer and provide data that RocoMamas can use to improve the quality of the Services. Most internet browsers (such as Internet Explorer) are initially set up to accept cookies. If you prefer, you can set your browser to refuse cookies, although you may not be able to take full advantage of RocoMamas if you do so. You can disable cookies by going to "Tools" on your top menu bar. This will bring up the "Internet Options" dialogue box. On the top of the dialogue box, click on "Privacy". This will bring up the "Settings" box. Scroll up using the slide bar on the left-hand side of the box, until the wording in the box states *Block All Cookies*. Then click

on the "OK" button on the bottom of the menu box. If you follow these instructions, your computer will not accept cookies in future. RocoMamas may link information stored in cookies such as your age, gender, and country with your personally identifiable information and may use such information to gather statistics about the number of people who visit the RocoMamas Website and to customise content, layout, and services for delivery to you. RocoMamas' advertising partners may set and access cookies or use other technologies such as web beacons (which are electronic files that allow a website to count users who have visited that page or to access certain cookies) to personalise advertising content. Use by these advertising partners of their own cookies and any other tracking technologies are subject to their privacy policies. RocoMamas uses its reasonable efforts to ensure that its advertising partners are operating privacy policies that are in accordance with RocoMamas' privacy standards as set out in this privacy policy. You control who shares your information.

2. You can review, delete, correct and revise your personal profile, including who has access to your personal profile in your account at any time or contact Customer Care for assistance by calling +27 (0)860 888 772 or [troubleshoot@rocomamas.co.za](mailto:troubleshoot@rocomamas.co.za). Requests of this nature will be completed within 30 (thirty) days.

#### **W. SECURITY AND CONFIDENTIALITY**

1. The security of your personal information depends on your protection of your account password. Please do not disclose your account to unauthorised people. RocoMamas uses industry standard technology designed to help keep your personal information safe. Please bear in mind though, that it is impossible for RocoMamas to guarantee that impenetrable security measures are in place. For example, RocoMamas cannot control any illegal and/or unforeseen activity of other users that may allow them to circumscribe the privacy or security settings on the Roco Rewards App. Consequently, you acknowledge that there are circumstances in which your personal information may be accessed by unauthorised persons. RocoMamas limits access to your personal information only to employees who need access to that information to do their jobs in connection with the Roco Rewards App RocoMamas provides. If you become aware of any breach of data security or have any other questions about the security of the Roco Rewards App, please contact the Customer Care centre at +27 (0)860 888 772 or [troubleshoot@rocomamas.co.za](mailto:troubleshoot@rocomamas.co.za).

2. You can review, delete, correct and revise your personal profile, including who has access to your personal profile in your account at any time or contact Customer Care for assistance by calling +27 (0)860 888 772 or [troubleshoot@rocomamas.co.za](mailto:troubleshoot@rocomamas.co.za); requests of this nature will be completed within 30 (thirty) days.

#### **X. SUPPLIER'S INFORMATION PROVIDED IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 (the "ECT Act")**

1. For the purposes of the ECT Act, RocoMamas' information is as follows, which should be read in conjunction with its other terms and conditions as contained on the RocoMamas Website:

- a) Full name and legal status: RocoMamas Franchise Co. Proprietary Limited, a private company duly incorporated under the laws of the Republic of South Africa.
- b) Physical address for receipt of legal service: 14 Edison Way, Century Gate Business Park, Century City, Western Cape, 7441.
- c) Telephone number: +27 (0)21 555 5100.
- d) RocoMamas Website address and e-mail address: <https://www.rocomamas.com/za/> and [troubleshoot@rocomamas.co.za](mailto:troubleshoot@rocomamas.co.za).

#### **Y. OTHER**

1. Refer to the Apple Media Services Terms and Conditions and Google Play Terms of Service ("Apple and Google Play's Terms and Conditions").

2. Any reference to Apple and Google Play's Terms and Conditions are deemed, to the extent necessary in law, to be incorporated herein.