

Defy SPIV Programme Terms & Conditions

1. INTRODUCTION

1.1 The Programme recognizes the value that in-store sales agents provide in promoting and selling Defy Products by rewarding Participants with Incentives.

1.2 By registering for the Programme a Participant agrees that he or she has read and accepted these Terms and considers himself or herself to be bound by the Terms

1.3 Process

To become a Participant of the Programme an in-store sales agent must:

1.3.1 Register as a Participant on the Portal.

1.3.2 Activate their Incentive Card via USSD.

1.3.3 Submit a Valid Claim via the Portal.

2. DEFINITIONS

2.1 "Eligible Product" means the selected Defy Products for which Participants will receive Incentives;

2.2 "Incentive" means a monetary reward that is paid to a Participant who sells an Eligible Product;

2.3 "Incentive Card" means the Defy branded SPIV Incentive Card that allows a Participant to spend Incentives allocated to their personal wallet;

2.4 "Participant" means an in-store sales agent who registers for the Programme;

2.5 "Portal" means the website (www.defyspivs.co.za) and the mobile application (available on Google Play and Apple Store);

2.6 Defy CIP Terms 7.9.2017 Defy CIP Terms 7.9.2017 "Programme" means the Defy SPIVS Programme;

2.7 "Terms" means these Terms and Conditions;

2.8 "Territory" means the Republic of South Africa;

2.9 "Wallet" means the online account into which a Participants' Incentive is paid; and

2.10 "Valid Claim" means a claim submitted in respect of an Eligible Product sold by a Participant meeting all the requirements provided for in these Terms.

3. REGISTRATION

3.1 To participate in the Programme a Participant must register via the Portal.

3.2 A Participant must submit his or her name, surname, proof of ID, cell number and email address using the registration form on the Portal.

3.3 The information provided must be accurate, truthful and up-to-date.

3.4 The Programme is available to all Participants based in the Territory.

4. CLAIM ELIGIBILITY

4.1 To be eligible for an Incentive a Participant must provide all the required information and supporting documentation in respect of the claim.

4.2 If a claim does not meet the requirements for a Valid Claim a Participant will not be eligible for an Incentive.

4.3 Only once a claim fulfils all the requirements for a Valid Claim will an Incentive be awarded to a Participant.

4.4 To earn Incentives a Participant must submit their Valid Claims via the Portal.

5. ELIGIBLE PRODUCTS

5.1 A list of Eligible Products will be made available via the Portal.

5.2 The list of Eligible Products may differ from one retailer to another.

5.3 The list of Eligible Products may be modified or amended from time to time by the removal or addition of Defy Products.

5.4 If there is a change in the list Eligible Products Participants will be notified via the Portal of such changes.

5.5 A change to the list of Eligible Products will not apply retrospectively.

6. CLAIMS

6.1 Submission of Claims

6.1.1 A claim must be submitted via the Portal;

6.1.2 A claim is submitted by providing the following information via the submit claim form on the Portal:

- Transaction date.
- Invoice number.
- The product model, name and code of the product(s) sold.
- Documentary proof of sale.
- Store name.

6.2 Valid claim

6.2.1 A submitted claim is regarded as a Valid Claim if the information provided by a Participant via the claim form on the Portal matches the information on the documentary proof of claim. This means that the –

- Transaction date;

- Invoice number;
- Product model, name and code;
- Number of products; and
- Store name

on the documentary proof of claim must be the same as the information submitted via the claim form on the Portal.

6.3 Processing of claims

6.3.1 When a claim is received, the claim is moderated to ensure that the information provided by a Participant is accurate and correct.

6.3.2 Claims will be moderated within two business days of a claim being submitted.

6.3.3 To see if the moderation of a claim was successful a participant will have to log on to his or her account profile and check the status of the claim under Claim History. If a claim is shown as failed it is the responsibility of the Participant to contact the Programme support centre to resolve the issue.

6.3.4 No further action will be taken until such time as all outstanding issues relating to that pending claim are resolved.

6.3.5 A moderation of a claim can fail for one or more of the following reasons:

6.3.5.1 Incorrect transaction date or transaction date on proof of sale that differs from the transaction date submitted by a Participant.

6.3.5.2 Store name does not match the store name submitted by a Participant.

6.3.5.3 A claim has already been submitted with the same Invoice number submitted by the Participant or appearing on the Proof of Sale.

6.3.5.4 The Invoice number on the Proof of Sale does not match the Invoice number submitted by a Participant.

6.4 We reserve the right to audit all Claims. Participants must cooperate and assist with any such audit. In the event of any violation of these Terms or misuse of the Program by the Participant, Participant shall be liable for an amount equal to the value of the applicable Claim. Examples of the misuse of the Program, include, but are not limited to, intentional duplication of Claims and providing false information on a Claim.

6.5 We do not accept any responsibility for late or lost Claims due to Internet failure, technical problems, or other causes. We will take all reasonable steps to avoid this situation.

6.6 We hereby reserve the right to make deductions from a Participant's wallet in the event of fraud by the Participant.

7. INCENTIVE

7.1 General

7.1.1 Once a claim has been successfully moderated the value of the Participants Incentive will be credited to a Participants Electronic Wallet.

7.1.2 A Participant cannot use the money in the Wallet until the money has transferred to the Participants Defy Incentive Card.

7.2 Wallet

7.2.1 Once a Participant's Wallet has been credited with the value of the Incentive the Participant will have to log into his Account and do a Card Load Request to transfer money from his or her Wallet funds to his or her card.

7.2.2 Only once the money is loaded onto the Card can it be used by a Participant using the Card.

7.3 Card limits

7.3.1 The balance of the Card may at no stage exceed R5 000.

7.3.2 A maximum amount of R5 000 per day and R25 000 per month may be transferred from a Participant's Wallet to his Card.

7.4 SARS Declaration

It is the responsibility of the Participant to declare his or her incentive earnings to SARS for income tax purposes and should a Participant fail to make such disclosure then neither Defy nor Cognition can be held accountable for such failure or the consequences of such failure.

8. TERM AND TERMINATION

8.1 The Programme will continue until such time as the Programme is terminated or suspended.

8.2 If the Programme is terminated or suspended a notice of termination or suspension will be published on the Portal at least one month before termination or suspension.

8.3 We reserve the right to:

8.3.1 Cancel your participation in the Program; and/or;

8.3.2 Deny you access to the Program; and/or

8.3.3 Terminate these Terms and Conditions, or suspend your access to the website, with or without cause in our sole discretion, at any time, without notice.

8.4 We are not liable to you or any third party for the termination or suspension of the Website, or any claims related to the termination or suspension of the Program.

8.5 Participants

8.5.1 We reserve the right to suspend or terminate, without notice, any Participant's registration if it is deemed or suspected that such individual has engaged in or has attempted to engage in any of the following activities:

8.5.1.1 providing incomplete, inaccurate or fraudulent information at any time;

8.5.1.2 non-compliance with or violation of these Terms and Conditions; or

8.5.1.3 damaging, tampering with, or corrupting the operation of the Portal

8.6 We also reserve the right to suspend or terminate without notice any Individual Participant's Program registration:

8.6.1 if they cease employment at the store that they registered under; or

8.6.2 if their role within the partner company changes such that they are no longer eligible to participate.

If such a suspension or termination occurs, the Participant shall immediately cease to be eligible to participate further in the Program.

9. SEVERABILITY

9.1 In the event that any provision of these Terms is found by any court or competent authority to be invalid, unlawful, or unenforceable in any jurisdiction, such finding shall not affect the validity, lawfulness, or enforceability of that provision in any other jurisdiction and all remaining provisions of these Terms and Conditions shall remain in full force without being impaired or invalidated in any way. The parties agree to replace or amend any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The replacement or amendment provision may be limited and applicable only to specific jurisdictions.

9.2 All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

10. DISPUTES

In the case of any dispute or interpretation of these Terms the Parties shall use their best endeavours to resolve such disputes amicably.

11. DATA PROTECTION

11.1 As required by the Protection of Personal Information Act we follow strict security procedures in the storage and disclosure of information, which you have given us, to prevent unauthorized access. By law you have certain rights to check and correct personal data relating to you and to require personal data to be removed from our databases. Please contact us if you wish to exercise any of these rights.

11.2 Our privacy policy can be found on the Portal. The terms of the privacy policy apply to all use of the Portal.

11.3 By using the Portal and/or participating in the Program, You authorize us collect and use your personal information and to share it with affiliates and third parties we do business with for purposes of administering the Program, as set forth below:

11.3.1 Purposes: We will collect, use and share your personal information (and/or will instruct our affiliates or third parties to do so) to track your claims, ensure that Your Incentive Card is delivered to you, ensure that your Incentive is paid and provide you with updated information about Eligible Products.

11.3.2 We will not release participant information or data to any organization other than those that are actively involved in facilitating the Program.

11.3.3 Access, Correction, and Deletion: To keep your personal information provided to us accurate, current, and complete, you can update your profile online or please contact us and we will take appropriate steps to update or correct such information in our possession, or to delete your information from our records.

12. ALTERATION OF TERMS

12.1 These terms may be updated from time to time. If the terms are updated then the updated terms will be binding if a Participant continues to access the Portal after the updated terms and conditions have been made available.

12.2 The updated Terms will be effective immediately and be made available on the Portal.

12.3 The updated Terms will be to be deemed accepted by a Participant who subsequently takes any active step in participating in the Program.

13. MISCELLANEOUS

13.1 Any failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

13.2 Save in respect of discontinued access or use and removal or destruction of materials, the provisions of these Terms shall survive any termination in so far as this is reasonably necessary to give effect to the provisions thereof.

13.3 Section headings in these Terms are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.

14. GOVERNING LAW

These terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.

15. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and us in respect of your participation in the Program or use of the Program.