

SPAR MOBILE PROMOTIONAL CAMPAIGN TERMS AND CONDITIONS

SPAR, in conjunction with its duly authorised and select participating retailers and/or selected and participating suppliers, may from time to time elect to conduct various promotional campaigns (Hereinafter referred to as the “**Promotional Campaigns**”), which **Promotional Campaigns** are exclusively available to **Eligible Participants** in respect of **Eligible Purchases**, as defined hereinbelow, which **Eligible Purchases** are made at participating **SPAR** stores only during the **Promotional Campaign Period**, as further defined hereinbelow.

All **SPAR** retailers are independently owned legal entities, and not all **SPAR** retailers may elect to participate in any given **Promotional Campaign**. For this reason, **You** are advised to enquire instore in order to confirm whether the **SPAR** retailer **You** are purchasing from is in fact participating in the **Promotional Campaign**.

By participating in any **Promotional Campaign**, **You** expressly and irrevocably agree to be bound by the terms and conditions contained herein (Hereinafter referred to as these “**Promotional Campaign T’s and C’s**”) read in conjunction with any and all other applicable terms and conditions, including but not limited to, the **SPAR Mobile Services** Terms and Conditions of Use (“**SPAR T’s and C’s**”), **SPAR** Rewards Program Terms and Conditions (“**SPAR Rewards T’s and C**”) and any other terms, conditions, rules, laws, regulations and/or policies, as amended from time to time, which may be applicable to **Your** use of the **SPAR Mobile Services** and/or participation in any **Promotional Campaign**.

In circumstances specifically involving a **Promotional Campaign**, any conflict between the **SPAR T’s and C’s** and these **Promotional Campaign T’s and C’s** shall be resolved by application of the **Promotional Campaign T’s and C’s** to the minimum extent necessary to resolve such conflict.

In all other circumstances which do not specifically pertain to a **Promotional Campaign**, the **SPAR T’s and C’s** and/or such other terms, conditions, rules, laws,

regulations and/or policies which may be applicable shall prevail to the minimum extent necessary to resolve such conflict.

SPAR PROMOTIONAL CAMPAIGNS

Certain participating **SPAR** stores may from time to time offer free **SPAR Mobile Data** to **Eligible Participants** who purchase certain select **SPAR** products, or certain select bundles of products (Collectively referred to as the “**Eligible Purchases**”) from those participating **SPAR** retailers’ stores.

The provision of free **SPAR Mobile Data** to **Eligible Participants** shall only be available for the duration of the applicable **Promotional Campaign**, while stocks last, and only on the **Eligible Purchases** made at the participating **SPAR** stores, as **SPAR** may expressly determine from time to time.

The duration of any specific **Promotional Campaign** (Hereinbefore and hereafter referred to as the “**Promotional Campaign Period**”) will be published on the relevant marketing material pertaining to that specific **Promotional Campaign**. Any purchases made outside of the advertised **Promotional Campaign Period** will not qualify to receive free **SPAR Mobile Data**.

The actual **SPAR** products, and/or bundles of **SPAR** products, which constitute **Eligible Purchases** for any specific **Promotional Campaign** thereby potentially qualifying **You**, the **Eligible Participant**, to receive free **SPAR Mobile Data**, will be published on the relevant marketing material pertaining to that specific **Promotional Campaign**.

The value, and/or specific type, of free **SPAR Mobile Data** which may be offered to **You** from time to time during any **Promotional Campaign** will also be published on the relevant marketing material pertaining to that **Promotional Campaign**, however **SPAR** expressly reserves its right, to the fullest extent permissible in law, to vary the value, and/or type, of such free **SPAR Mobile Data**, should it deem it necessary for whatsoever reason.

ELIGIBLE PARTICIPANTS

In order to be eligible to qualify for the free **SPAR Mobile Data** which is made available as a part of any **Promotional Campaign**, **You** the **Eligible Participant**, must;

- be an active **SPAR Mobile Subscriber** (ie: **You** must own an activated **SPAR Mobile SIM Card**);
- be a **SPAR Rewards Program Member** in good standing.
- be at least 18 (Eighteen) years of age.
- have purchased and redeemed at least 50 MB of **SPAR Mobile Data** in the preceding month, unless otherwise agreed to in writing by **SPAR**.

In order to qualify for the free **SPAR Mobile Data**, an **Eligible Participant** must make an **Eligible Purchase** during the **Promotional Campaign Period**.

Upon making an **Eligible Purchase**, **Your SPAR Mobile** account will automatically be topped up with the free **SPAR Mobile Data** associated with such **Eligible Purchase**.

Any free **SPAR Mobile Data** which is added to **Your SPAR Mobile** account as part of a **Promotional Campaign** shall remain capable of redemption for a period of up to 1 (One) year, but once redeemed, shall remain valid for as long as that specific type of data is designed to remain valid. In other words, **You** will have 1 (One) year from the date that the free **SPAR Mobile Data** is credited to your **SPAR Mobile** account to redeem that **SPAR Mobile Data**, but once redeemed, **You** will then be required to consume that **SPAR Mobile Data** before such data expires in accordance with its specific criteria. By way of example only, if the specific free **SPAR Mobile Data** which is given away as part of a **Promotional Campaign** is ordinarily valid for 7 (Seven) days, it

will, if unused, expire 7 (Seven) days after having been redeemed by **You**, notwithstanding that **You** will have a year to redeem such **SPAR Mobile Data**.

ELIGIBLE PURCHASES

To qualify for free **SPAR Mobile Data**, **Eligible Participants** must purchase one of the specific products, or the specific bundle of products, as determined by **SPAR** from time to time, from an authorized participating **SPAR** retail store.

The free **SPAR Mobile Data** only applies to **Eligible Purchases** made in-store (online purchases may not qualify unless otherwise expressly determined by **SPAR** from time to time) and are always subject to stock availability.

SPAR may from time to time specify certain minimum spend thresholds which will apply to a specific **Promotional Campaign**, in which event an **Eligible Participant** may be required to purchase goods to such specified value before qualifying the free **SPAR Mobile Data**.

SPAR MOBILE DATA

The free **SPAR Mobile Data** given away as part of any **Promotional Campaign** is non-transferrable, non-refundable and cannot be exchanged by **You** and/or any other 3rd party (except for **SPAR** specifically), for cash and/or other goods.

Eligible Participants may be subject to certain limitations and/or reserved rights, as determined by **SPAR** in its sole and unfettered discretion from time to time, which limitations may include, but are not limited to;

- limitations in respect of how much free **SPAR Mobile Data** may be claimed by any one **Eligible Participant** during the **Promotional Campaign Period**, or

during any other such period as **SPAR** may in its sole and unfettered discretion determine from time to time;

- limitations on how many **Eligible Purchases** may be made by any one **Eligible Participant** during the **Promotional Campaign Period**, or during any other such period as **SPAR** may in its sole and unfettered discretion determine from time to time;
- limitations in respect of potentially combining **Eligible Purchases** with other **SPAR** promotions, discounts or offers;
- the reserved rights of **SPAR** to substitute the value, and/or type, of free **SPAR Mobile Data** which is given away as a part of any **Promotional Campaign** with such other value, and/or type, of free **SPAR Mobile Data**, and/or such other products or discounts as **SPAR** may determine from time to time.
- the reserved right to vary the criteria for eligibility of an **Eligible Participant** from time to time;
- the reserved right to vary the duration of the **Promotional Campaign Period** from time to time, both before and/or during the actual **Promotional Campaign Period**;
- the reserved right to immediately and without notice disqualify any **Eligible Participant** from partaking in a **Promotional Campaign** if **SPAR** reasonably believes that such person has committed, or intends to commit, or has tried to commit, any dishonest act, and/or form of fraud, or attempts to interfere with fair operation of any **Promotional Campaign**, and/or, whether intentionally and/or negligently, provides any false or misleading information to **SPAR** or omits to provide **SPAR** with any information which may be relevant to **SPAR**;

- the reserved right to delay the provision of the free **SPAR Mobile Data** for a period of up to 7 (Seven) days from the date of the **Eligible Purchase**, if **SPAR** deems it necessary in its sole and unfettered discretion for whatsoever reason;
- the reserved right to apply any **Promotional Campaign** specific returns policies which deviate from any of **SPAR's** ordinary returns policies which may be applicable from time to time, and;
- the reserved right to cancel, suspend, revoke and/or otherwise terminate the validity of any **SPAR Mobile Data** which is given away as a part of any **Promotional Campaign**, and/or to deduct the value of any **SPAR Mobile Data** which is given away as a part of any **Promotional Campaign**, from the **Eligible Participants SPAR Mobile** account if deemed necessary by **SPAR**.

LIMITED LIABILITY

SPAR, including its duly authorised retailers and/or suppliers, make no warranties, guarantees and/or representations regarding the availability, suitability, or performance of the free **SPAR Mobile Data** which is given away as a part of any **Promotional Campaign**, other than as expressly provided for in these **Promotional Campaign T's and C's**.

To the fullest extent permissible in law, **SPAR**, including its duly authorised retailers and/or suppliers, shall not be liable, and/or otherwise responsible, for any loss, damage, or injury resulting from **Your** participation in any **Promotional Campaign**, and/or **Your** use of the free **SPAR Mobile Data**, howsoever arising and whether foreseeable or not.

In amplification of the above, by electing to participate in any **Promotional Campaign**, and/or redeeming, and/or making use of the free **SPAR Mobile Data** received pursuant to an **Eligible Purchase**, **You** expressly and irrevocably indemnify, and hold harmless, **SPAR**, including its duly authorised retailers and/or suppliers, from any damages, whether direct and/or indirect, and howsoever arising, which **You** and/or any 3rd party may suffer.

DATA PROTECTION

The personal information of any and all **Eligible Participants** will be handled in accordance with **SPAR's** prevailing privacy policies, as amended from time to time, available at <https://www.spar.co.za/Privacy-Policy>.

By participating in any **Promotional Campaign**, **You** expressly consent to the collection, use, and processing of **Your** personal information for the purposes of the **Promotional Campaign** and future marketing communications from **SPAR**.

You may elect to revoke, and/or vary, **Your** express consent to the collection, use, and processing of **Your** personal information at any time by contacting the **SPAR Mobile** help desk on 0860 313 141, however this may affect **Your** ability to participate in future **Promotional Campaigns**.

GENERAL CONDITIONS

SPAR reserves the right to cancel, suspend, or modify any **Promotional Campaign** at any time, for any reason, without prior notice.

If any provision of these **Promotional Campaign T's and C's** is found to be invalid or unenforceable, the remainder of these **Promotional Campaign T's and C's** shall remain in full force and effect.

These **Promotional Campaign T's and C's** are governed by the laws of the Republic of South Africa and any disputes shall be resolved in the appropriate courts located in the Republic of South Africa.

CONTACT INFORMATION

For more information about any specific **Promotional Campaign**, please contact **SPAR** at;

Help Desk Telephone Number: 0860 313 141