

CIP Rewards Channel Incentive Programme Terms & Conditions

1. INTRODUCTION

1.1 The Programme recognizes the value that in-store sales agents provide in promoting and selling mobile devices 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

2. DEFINITIONS

2.1 "Call Centre" means the Program Call Centre that may be contacted for purposes of support on the following number 0861 999 558;

2.2 "Eligible Product" means the selected mobile devices for which Participants will receive Incentives;

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

2.4 "Incentive Card" means the CIP Reward branded Programme Incentive Card that allows a Participant to spend Incentives allocated to their personal wallet;

2.5 "Sales agent" means an in-store sales agent or store manager that is employed by a store that is registered and approved to sell Eligible Product;

2.6 "Participant" means an Sales Agent who registers for the Programme;

"Portal" means the website ([https:// www.ciprewards.co.za](https://www.ciprewards.co.za)) and the mobile application (available on Google Play and Apple Store);

2.7 "Programme" means the CIP Rewards Incentive Programme;

2.8 "Terms" means these Terms and Conditions;

2.9 "Territory" means the Republic of South Africa;

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

2.11 "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. ELIGIBILITY TO PARTICIPATE IN THE PROGRAM

To be eligible to become a Participant in the Program a person must, at the time that he or she registers, be employed at one of the participating stores available on the Portal.

4. REGISTRATION

4.1 To become a Participant of the Programme a Sales Agent must register as a Participant on the Portal by providing the following information:

- Name
- Surname
- Proof of ID
- Cell number
- Email address

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

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

5. CARD ISSUE

5.1 Once an in-store sales agent has successfully registered as a Participant, the in-store sales agent will be issued with an Incentive Card.

5.2 The Incentive Card will be delivered to the Participant at the store where the Participant is employed.

5.3 On receipt of the Incentive Card the Participant must activate the Incentive Card via the mobile application or web portal.

5.4 Should the Incentive Card be lost, stolen or damaged a Participant may be charged with a card replacement fee.

6. CLAIMS

6.1 Eligibility:

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

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

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

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

6.2 Process:

6.2.1 Submission of Claims

6.2.1.1 A claim must be submitted via the Portal;

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

- Transaction date.
- The IMEI number of the device(s) sold.
- Documentary proof of sale.
- Store name.

6.3 Valid claim:

6.3.1 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
- IMEI number.
- Store name.

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

6.4 Processing of claims:

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

6.4.2 Claims will be moderated with two business days of a claim being submitted.

6.4.3 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 or dispute the failed claim within 7 via the portal.

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

6.5 Failed moderation:

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

- 6.5.1 Incorrect transaction date or transaction date on proof of sale that differs from the transaction date submitted by a Participant.
- 6.5.2 Store name does not match the store name submitted by a Participant.
- 6.5.3 A claim has already been submitted with the same IMEI number submitted by the Participant or appearing on the Proof of Sale.
- 6.5.4 The IMEI on the Proof of Sale does not match the IMEI submitted by a Participant.
- 6.5.5 The Proof of Sales does not conform to the standard of invoices that are generally supplied by the networks.
- 6.5.6 In the event of a swap-out or replacement if the device that was handed in was an ELEGIBLE Product.

6.6 Despite clause 6.5 we reserve the right to reject any claim where fraud is suspected of having occurred and whether or not the Participant was a party to the fraud.

6.7 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.

6.8 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.

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

7. ELIGIBLE PRODUCTS

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

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

7.3 The list of Eligible Products may be modified or amended from time to time.

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

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

8. INCENTIVE

8.1 General

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

8.1.2 A Participant cannot use the money in the Electronic Wallet until the money has been transferred to the Participants Incentive Card.

8.2 Wallet

8.2.1 Once a Participant's Electronic 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 Electronic Wallet funds to his or her Incentive Card.

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

8.3 Incentive Card limits

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

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

8.4 Inactive Electronic Wallets

8.4.1 A Participants' Electronic Wallet will be regarded as inactive if no Participant initiated transactions have taken place for a period of 45 days.

8.5 A Participant will be able to access funds in an inactive Electronic Wallet only after contacting the Program Call Centre.

8.6 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 Cognition can be held accountable for such failure or the consequences of such failure.

9. TERM AND TERMINATION

9.1 The Programme will continue until such time as it is terminated or suspended.

9.2 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.

9.3 We reserve the right to:

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

9.3.2 Deny you access to the Program; and/or

9.3.3 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.

9.4 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.

9.5 Participants

9.5.1 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:

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

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

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

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

9.6.1 if they cease to be employed at the store that they registered under; or

9.6.2 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.

10. SEVERABILITY

10.1 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.

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

11. DISPUTES

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

12. DATA PROTECTION

12.1 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.

12.2 The website terms of use which includes the privacy policy can be found on the Portal at [https://www. https:// www.ciprewards.co.za/CIP/terms/](https://www.https://www.ciprewards.co.za/CIP/terms/). The terms of the privacy policy apply to all use of the Portal.

12.3 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:

12.3.1 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.

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

12.3.3 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.

13. ALTERATION OF TERMS

13.1 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.

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

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

14. MISCELLANEOUS

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

14.2 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.

14.3 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.

15. GOVERNING LAW

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

16. 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.