

Terms and Conditions for the Absa Rewards Programme

UNRESTRICTED

INTRODUCTION

In order to participate in our rewards programme, you must complete a registration form which is available at all Absa branches, on our website or through the Absa Rewards contact centre. **Once you have completed the registration form we will give you a copy of these terms and conditions that apply to our rewards programme. Please ensure that you take enough time to read and understand all of these terms and conditions. You must pay special attention to all the terms and conditions printed in bold. If there is anything in these terms and conditions that you do not understand, please contact any Absa branch or call our rewards contact centre on 0861 78 88 88.**

The terms and conditions applicable to specific products or services which we provide apply in addition to these terms and conditions. If there is a conflict between the terms and conditions applicable to a specific product or service and these general terms and conditions, the terms and conditions of the specific product or service will apply.

Remember that you must always comply with all of the terms and conditions as they form a binding agreement between you and us.

1 HOW TO INTERPRET THESE TERMS AND CONDITIONS

1.1 In these terms and conditions, the words on the left have the meanings set out on the right, unless the context clearly shows that the parties intended a different meaning:

- 1.1.1 **Bonus benefits** means all of the services you can access through the Absa rewards contact centre, including (but not limited to) Dial-A-Discount, Know-It-All, Legally Yours, Breakdown Buddy and Teacher-On-Call, as more fully described in the welcome pack and on our website.
- 1.1.2 **Business day** means any day which is not a Saturday, Sunday or South African public holiday.
- 1.1.3 **Cash rewards** means the rebate you earn on all qualifying Absa card spend and on products and services you buy at rewards partner stores, as more fully described in the welcome pack and on our website.
- 1.1.4 **Cellphone number** means your cellphone number which is registered on one of our databases with your consent so that you can participate in our rewards programme.
- 1.1.5 **Qualifying products** include (but are not limited to) our transaction account, savings account, credit card, home loans, vehicle and asset finance, personal loan, savings and investments and Absa transactional savings accounts.
- 1.1.6 **Qualifying transactions** means all our debit, credit or cheque card point of sale transactions, but which exclude fuel purchases, electronic funds transfers, fees and charges, travellers cheques, foreign exchange, account or cash withdrawals, toll fees, and all transactions through registered and unregistered (local, international or online) casinos.
- 1.1.7 **Redemption options** means the options available to you to receive value for the cash rewards you have earned through our rewards programme. All the redemption options are described in the welcome pack and on our website and include cash back into your primary transactional Absa account, charity donations, shopping vouchers, travel vouchers, cell phone airtime and transfers of cash rewards into an Absa MoneyBuilder account.
- 1.1.8 **Registration details** means the information you provide in the registration form and that we need to register you as a member of our rewards programme, as amended/updated from time to time.

- 1.1.9 **Registration form** means the registration form you complete when you apply to become a member of the rewards programme.
- 1.1.10 **Rewards account** means the non-transactional account opened in your name into which we will pay the cash value of all your accumulated cash rewards. You can only access your rewards account by calling the Absa rewards contact centre. You cannot access this account any other way.
- 1.1.11 **Rewards call centre** means the Absa rewards contact centre on 0861 78 88 88.
- 1.1.12 **Rewards debit order** means an instruction from you that we debit your nominated account with the amount for the monthly or annual membership fee.
- 1.1.13 **Rewards partner** means any supplier which we appoint to provide you with benefits, rewards and available offers under our rewards programme, as set out in the welcome pack and on our website.
- 1.1.14 **Rewards programme** means the Absa rewards programme we offer to all retail clients who have qualifying products, have registered for this programme, and are able to access the bonus benefits and earn cash rewards based on their qualifying card spend, spend at rewards partner stores, and enjoy various discounts, special offers, promotions and exclusive deals, as set out in the welcome pack and on our website, on these terms and conditions.
- 1.1.15 **SMS** means a short messaging service which enables you to send text over an electronic communications network from your cellphone.
- 1.1.16 **Terms and conditions** means these terms and conditions of use applicable to your rewards account and your participation in the rewards programme, as amended from time to time, read with your registration form, all your written payment instructions, and all the letters and notices we send you from time to time.
- 1.1.17 **Transactional account** means any qualifying Absa current/cheque account, Absa credit cards, and Absa transactional savings accounts with transactional capabilities.
- 1.1.18 **We, us or our** means Absa Bank Limited (reg no 1986/004794/06), a public company duly registered as a bank under the laws of the Republic of South Africa, with registered address at 3rd Floor, Absa Towers East, 170 Main Street, Johannesburg, 2001.
- 1.1.19 **Website** means our website at www.absa.co.za/rewards.
- 1.1.20 **Welcome pack** means the information pack that you receive when you register successfully for our rewards programme and includes these terms and conditions, rewards partner information, our contact details, a description of our rewards programme, the services to which offers relate, and the steps you must take to receive cash rewards.
- 1.1.21 **You** means our client who has successfully registered for our rewards programme and is identified in the registration form.

- 1.2 Reference to:
- 1.2.1 one gender includes all the genders;
 - 1.2.2 the singular form of a word includes the plural;
 - 1.2.3 the plural form of a word includes the singular; and
 - 1.2.4 a law or regulation is a reference to that law or regulation on the date of these terms and conditions.
- 2 ELIGIBILITY TO JOIN OUR REWARDS PROGRAMME
- 2.1 To qualify to participate in our rewards programme and to register as set out in 3 below you must be:
 - 2.1.1 a South African citizen or resident; and
 - 2.1.2 a qualifying product account holder who is not in default under any of the terms and conditions that apply to your qualifying product(s) and whose account(s) are not overdue, in arrears or overdrawn without any advance arrangement with us.
 - 2.2 No juristic entities (eg companies) can qualify to participate in our rewards programme. Also, VAT vendors who have been issued with a VAT registration number under the Value-Added Tax Act 89 of 1991 may not register for our rewards programme in their capacity as VAT vendors.
- 3 REGISTRATION FOR OUR REWARDS PROGRAMME
- 3.1 To become a member of our rewards programme, you must register by completing a registration form:
 - 3.1.1 on our website at www.absa.co.za/rewards;
 - 3.1.2 at an Absa branch or Absa Private Bank suite;
 - 3.1.3 by calling our rewards contact centre on 0861 78 88 88;
 - 3.1.4 by faxing the registration form to 011 293 7308; or
 - 3.1.5 through any other channel that may be available from time to time.
 - 3.2 If however you are younger than 18 (eighteen), you can only register if you have the consent of one of your parents or your guardian to participate in our rewards programme, and if you register in an Absa branch (ie minors cannot register online, by fax, through our rewards contact centre or through any other channel).
 - 3.3 We have discretion whether or not to allow any person to participate in our rewards programme and all persons applying to participate need to comply with our identification and authentication requirements.
 - 3.4 You will only be able to participate as a member once you have provided us with your registration form, we have approved your application, and the parties have complied with any further conditions imposed by law. If you do not receive an SMS or a welcome pack within 21 (twenty-one) business days of registering to inform you that you have been successfully registered for our rewards programme, please contact our rewards contact centre.
 - 3.5 It is not our responsibility to verify whether the registration details you provide are valid, accurate or correct.
- 4 REWARDS PROGRAMME MARKETING
- 4.1 We will only send you marketing and promotional information relating to the rewards programme if you give us your permission. We will use SMS, e-mail, post and multimedia messaging service (MMS) for this purpose, depending on which of these channels of communication you choose when you complete the registration form.
 - 4.2 You have the right at any time to opt out of receiving these communications by:
 - 4.2.1 calling our rewards contact centre; or
 - 4.2.2 opting out of a particular channel of communication by replying to the communication that was sent to you.

We need to process all opt-out requests internally, so you may continue to receive marketing communication for a period of up to 21 (twenty-one) business days after your request.
 - 4.3 **Opting out may mean that you won't be able to participate fully in our rewards programme because you won't get updates on special offers, programme updates, discounts and other benefits that the programme has to offer. By opting out of:**
 - 4.3.1 the post channel, you will not receive the member booklet and/or any communication via post;
 - 4.3.2 the e-mail channel, you will not receive the eNewsletter and/or any other electronic communication;
 - 4.3.3 the SMS/MMS channel, you will not receive special offers and deals.
 - 4.4 If you need any of your contact fields from the Absa Rewards database, please ask us to send these to you.
 - 4.5 **You consent and agree that we may, from time to time, disclose your (personal) information to third parties in order to only process rewards transactions.**
 - 4.6 **We will from time to time actively highlight relevant deals/special offers for you based on your member profile information. All promotional offers however will be made available to all members through various standard communication channels and platforms.**
- 5 REWARDS STATEMENTS AND BALANCE SERVICE
- 5.1 If your rewards account is active and has a cash rewards balance of R25.01 or more, we will send you your cash rewards balance by SMS every month.
 - 5.2 You can also get your cash rewards balance by calling our rewards contact centre at any time between 08:00 and 17:00, Mondays to Fridays and 08:00 and 12:00 on Saturdays.
- 5.3 If your rewards account is active and/or has a cash rewards balance of more than R25.01, we will send you a statement by post/e-mail twice a year. We reserve the right to change the frequency of statement distribution at our discretion by giving you reasonable prior notice.
- 5.4 **It is your duty to check your statements. If you find any errors on any of your statements, you must let us know in writing within 30 (thirty) days of receiving your statement. If you do not let us know within that time, you will have to prove that the statement is not correct.**
- 6 EARNING CASH REWARDS
- 6.1 You can only earn cash rewards from rewards partners when using an Absa debit, credit or cheque card on qualifying transactions or acquiring a contract or subscription at selected partners.
 - 6.2 In order to qualify to earn cash rewards from us, you must have at least one transactional account and at least one additional qualifying product.
 - 6.3 Cash rewards never expire.
- 7 CALCULATING THE PERCENTAGE OF YOUR CASH REWARDS
- 7.1 The percentage of cash rewards you can earn is determined by the number of products you hold in each category of qualifying products, together with your transactional account. The more cross-category products you hold, the higher the percentage of cash rewards you will earn. Jointly held products also qualify. Multiple accounts within the same product category do not qualify as additional products. You will only qualify to earn cash rewards if you hold cross category products.

TIER 1 – You will earn 0.25% of all qualifying transactions if you hold a transactional product and one other product from a different product category.

TIER 2 – You will earn 0.5% of all qualifying transactions if you hold a transactional product and two other products from two other different product categories.

TIER 3 – You will earn 1% of all qualifying transactions if you hold a transactional product and three or more other products from three other different product categories.
 - 7.2 If you are a Wealth Infinite cardholder and you are also a Rewards member, you will earn cash rewards for debit and cheque card purchases only in terms of these terms and conditions. You will receive cash back in terms of the Wealth Infinite credit card usage as governed by the terms and conditions relating to that card.
 - 7.3 Only Absa Private Bank clients who hold an Exceller package will qualify to earn 1% of all Absa debit, credit and cheque card purchases back in cash rewards. All other Private Bank clients will earn cash rewards based on the number of qualifying products held.
 - 7.4 If you qualify for cash rewards and use your Absa debit, cheque or credit card for purchases at any of our rewards partners, you will earn cash rewards both from us and that partner.
 - 7.5 We will calculate and credit to your rewards account the amount of cash rewards that you have earned each month, from the 16th day of the calendar month in question to the 15th day of the next calendar month (ie this is different to the months reflected in your account statements). All the qualifying products you have at the last day of the calendar month will determine the amount of cash rewards you will earn from us on point of sale transactions.
 - 7.6 If any rewards partner does not process your purchase in time for this calculation, we will add your cash rewards for that transaction in the following month.
 - 7.7 Your cash rewards will be calculated based on the information that we have at the time when we calculate the amount of the reward. We will correct any errors or omissions in our calculation if you dispute the calculation and we have investigated your claim and agree with you. We will not be held liable for any undisputed error or omission.
- 8 MORE INFORMATION ABOUT REWARD PARTNERS
- 8.1 We have earn partners where members can earn cash rebates in the form of cash rewards on purchases made or services acquired from rewards partners as well as value add partners where members qualify for instant special discounts and specially made deals from partners.
 - 8.2 To earn cash rewards from debit order partners:
 - 8.2.1 you must pay the debit orders from your Absa account;
 - 8.2.2 your account status with the partner must be in good standing;
 - 8.2.3 you may be requested to verify yourself as an Absa Rewards member upfront to the partner;
 - 8.2.4 you must hold a consumer or personal contract. No allocations will be made on business contracts;
 - 8.2.5 you cannot take up this offer together with another promotion;
 - 8.2.6 you can only earn cash rewards on new or when renewing an existing contract;
 - 8.2.7 the terms and conditions and earn rules of the individual partner will apply.

- 8.3 The cash rewards that you will earn on your spend at rewards partners is at the partner's business discretion, which may change from time to time. All these changes will be communicated to you in either the member booklet, the eNewsletter and/or on our website.
- 8.4 Details of the cash rewards and our rewards partners are set out on our website and in the welcome pack. We may add or remove any of our rewards partners at our discretion, by giving you reasonable advance notice.
- 8.5 The amount of cash rewards earned with any rewards partner may be subject to that partner's specific terms and conditions which will be specified in the welcome pack and on our website from time to time.
- 8.6 You understand and agree that the goods and services that you buy from our rewards partners may be governed by separate terms and conditions. In the event of conflict between these terms and conditions and the terms and conditions imposed by the rewards partner, the terms and conditions of the rewards partner will apply.
- 8.7 You will only earn Cash Rewards from rewards partner stores within the Republic of South Africa.
- 9 CIRCUMSTANCES IN WHICH YOU WILL NOT EARN CASH REWARDS**
- 9.1 We reserve the right to record or honour and to cancel or reverse any cash reward if:
- 9.1.1 the cash reward was awarded in error, as a result of fraud, or pursuant to any illegal, ineligible or unauthorised transaction; or
- 9.1.2 you have not paid your debit orders from our debit order partners or for any other reason stated in terms of these terms and conditions.
- 9.2 You may not transfer or sell your cash rewards to any other person.
- 9.3 You will not be able to earn cash rewards if any one or more of the following occur:
- 9.3.1 you are in breach of any of the terms and conditions that apply to your qualifying products;
- 9.3.2 any of your accounts held with us are overdue, in arrears or overdrawn without any advance arrangement with us;
- 9.3.3 your rewards debit order is unpaid for two or more months following each other.
- 10 OTHER CASH REWARDS LIMITATIONS**
- 10.1 You cannot purchase additional cash rewards.
- 10.2 Cash rewards cannot be awarded retrospectively for any purchase you made before you registered. Cash rewards will not apply if you have been deregistered.
- 10.3 Both principal and secondary credit cards can accumulate cash rewards, however only the principal cardholder can redeem cash rewards.
- 10.4 In order to qualify to earn cash rewards from a joint transactional portfolio, all participants must be registered for our rewards programme. Joint portfolios will not earn cash rewards themselves, but will contribute towards your qualifying product count that determines the percentage of cash rewards you can earn. This only applies to retail consumers.
- 11 NO INTEREST ON CASH REWARDS**
- Your cash rewards will not earn or accrue interest.
- 12 RETURNS AND REFUNDS**
- If you return any goods you have bought and receive a refund, any cash rewards you earned on the purchase of those goods will be debited automatically against your rewards account.
- 13 BONUS BENEFITS**
- 13.1 Only you and your immediate family who live with you can make use of bonus benefits. The details of bonus benefits available in terms of our rewards programme are described in the welcome pack and on our website. You can also call our rewards contact centre for more information.
- 13.2 Any sensitive information that you give to the consultants or service operators will be treated in the strictest confidence.
- 13.3 All information, quotes and advice you receive when using the bonus benefits, are free of charge.
- 13.4 Any goods bought or services used using bonus benefits must be paid for by you.
- 13.5 You can use the bonus benefits by calling our rewards contact centre on 0861 78 88 88 at any time from Monday to Friday from 08:00 to 17:00 and on Saturdays from 08:00 to 12:00.
- 13.6 Teacher-on-Call is available between 18:00 to 21:00 Monday to Thursday (excluding government school and public holidays) and Breakdown Buddy is available 24 hours, Monday to Sunday.
- 13.7 Bonus benefits do not accumulate nor earn Cash Rewards.
- 13.8 You can use the bonus benefits as often as you wish.
- 13.9 The use of or reliance upon bonus benefits shall be at your own initiative and risk. We merely provide access to the bonus benefits. No statement or opinion provided by bonus benefits is a statement or an opinion provided by or on our behalf. We make no representations and give no warranties of any kind, express or implied, regarding the suitability of any bonus benefits service. We shall not be liable for any damages of any kind (whether direct, indirect, incidental, special or consequential) which you or anyone else suffers or incurs as a result of or in connection with your or another's use of or reliance upon bonus benefits.**
- 14 REDEEMING YOUR CASH REWARDS**
- 14.1 If you want to redeem your cash rewards, please call our rewards contact centre on 0861 78 88 88.
- 14.2 You will be required to answer security questions in order to redeem cash rewards. We will not allow you to redeem any cash rewards if we are not sure of your identity.
- 14.3 The redemption options are set out in the welcome pack and on our website or can be requested through our rewards contact centre. We can change these options from time to time, by giving you reasonable advance notice.
- 14.4 You can receive cash for all or some of the cash rewards you have earned at any time during a month provided that you have the minimum required balance and that you keep your rewards account in good standing. (The amount of this minimum balance will be in the welcome pack and on our website and may change from time to time on reasonable advance notice.)
- 14.5 Cash redemption will only be paid into the account against which your rewards debit order is debited. Cash back will be paid within 5 (five) business days.
- 14.6 We will send an SMS to your cellphone number on our database if you exercise a cash redemption option for airtime, travel or a retail shopping voucher. This means that you need a cellphone for these redemption options.
- 15 CALCULATING THE CASH BACK AMOUNT**
- One unit of value accrued is equivalent to one South African Rand. You can receive cash for your rewards in increments of R1 (one) rand only. You cannot receive cash rewards in cents.
- 16 LIMITS WHICH APPLY TO CASH BACKS**
- 16.1 If your redemption is unsuccessful for any reason, we will credit your rewards account and you will have to request the redemption again.
- 16.2 You cannot redeem for cash if you close your transactional account. In these cases, you can only redeem through a charity donation, shopping voucher, travel voucher, airtime or transfer into an Absa MoneyBuilder account.
- 16.3 In order to redeem for a gift card/voucher at a chosen shopping centre, you are required to present the original SMS together with your green bar-coded identity document, as proof of identification. The maximum value that may be loaded on a gift card is R5 000 (five thousand) rand. Once you have redeemed your cash rewards and a gift card/voucher is issued, you agree that the value of the cash rewards has been exchanged for the gift card/voucher and that the terms and conditions of the supplier and the relevant shopping centre may apply when you use the gift card/voucher to buy goods. **We will not be liable for any loss suffered by you once a gift card/voucher has been issued to you by the shopping centre.**
- 16.4 All redemption requests are irrevocable and irreversible and cannot be cancelled or amended once the redemption request has been made/completed.
- 17 CHARGES**
- 17.1 You have to pay a monthly or annual membership fee. The amount of this fee is set out on our website, or available through our rewards contact centre.
- 17.2 **You have to authorise us to debit your nominated account.** You have an option to pay the monthly fee in advance for a period of 12 (twelve) months as an annual fee. The debit order will be processed on the 2nd (second) business day of the month or on the date you specify when registering for our rewards programme.
- 17.3 If you cancel your membership, we will automatically cancel your debit order. You are entitled to cancel your membership within 15 (fifteen) business days after having registered and we will fully refund any membership fee which you paid on or before that date. If you cancel your membership after the expiry of the 15 (fifteen) business days, we will refund your membership fee proportionately to the period of your being a member of our rewards programme.
- 17.4 A rejoining fee will apply if your rewards account has been closed in the previous 12 (twelve) months for whatever reason.
- 17.5 We will review the amount of the membership fee every year and we may change the amount of this fee at our discretion. We will notify you of any changes to these fees within 30 (thirty) days of such changes being effected.

18 ENDING YOUR PARTICIPATION IN OUR REWARDS PROGRAMME

- 18.1 You can terminate or cancel your participation with our rewards programme by calling our rewards contact centre on 0861 78 88 88.
- 18.2 We may exercise our rights, which include demanding immediate payment of overdue amounts, closing your rewards account, deregistering you from the rewards programme and cancelling these terms and conditions, as may be permissible in law, without prejudice to any of our other rights (that is, without barring or limiting any future action), if any of the following events occur:
- 18.2.1 you have not paid the monthly rewards debit order for 2 (two) consecutive months and do not remedy this breach within 3 (three) business days of receiving written notice from us asking you to do so;
- 18.2.2 you have not paid your annual membership fee and do not remedy this breach within 3 (three) business days of receiving written notice from us asking you to do so;
- 18.2.3 you no longer hold a qualifying product;
- 18.2.4 you do not comply with any other material provision of these terms and conditions and do not remedy this breach within 7 (seven) business days of receiving written notice from us asking you to do so;
- 18.2.5 any representation or warranty made or any other documents supplied by you to us in connection with these terms and conditions is materially incorrect or false (where a warranty refers to an express confirmation on your part that something is or will be as you have represented to us or promised us that it will be);
- 18.2.6 you publish notice of the voluntary surrender of your estate or die, are placed under administration or commit an act of insolvency as defined in the Insolvency Act 24 of 1936; or have any application or other proceedings brought against or in respect of you in terms of which a third party seeks to have you sequestered or placed under curatorship, in any event whether in a manner which is provisional or final, voluntary or compulsory;
- 18.2.7 judgment of a competent court is granted against you or any person who has furnished security for you for the attachment of assets or for payment of any amount is not satisfied within 7 (seven) days after the date on which it is issued (where attachment refers to the process in terms of which property/goods are taken into custody to secure a judgment or to be sold in satisfaction of a judgment); or
- 18.2.8 you compromise or attempt to compromise with your creditors generally or defer payment of debts owing by you to your creditors.
- 18.3 We may change the criteria for deregistration at any time by giving you reasonable advance notice.

19 ENDING OUR REWARDS PROGRAMME

We may in our discretion, terminate our rewards programme itself at any time, by giving you reasonable advance notice.

20 WHAT HAPPENS TO CASH REWARDS WHEN YOUR PARTICIPATION IN OUR REWARDS PROGRAMME ENDS

- 20.1 If your participation in our rewards programme is cancelled or you are automatically deregistered, we will automatically credit the full amount of the cash rewards that you have earned and that we have not yet paid to you ("accrued value") to your transactional account.
- 20.2 If your transactional account is no longer valid, then we will take reasonable steps to notify you of this and will keep the accrued value of your cash rewards in a suspense account. You must claim the accrued value within 3 (three) months after having been notified. If you do not claim it, the accrued value will expire and you will have no further cash back claim.**
- 20.3 If you were to die, the accrued value will automatically be credited to the relevant transactional account.

21 COMPLAINTS AND QUERIES

Please direct all your complaints and queries about our rewards programme to our rewards contact centre on 0861 78 88 88 or via e-mail at enquiries@absarewards.co.za.

22 CHANGES TO THESE TERMS AND CONDITIONS AND YOUR REGISTRATION DETAILS

- 22.1 For all changes to these terms and conditions which are not discussed above, we reserve the right to amend these terms and conditions by giving you 30 (thirty) days' advance notice. Any amendment to the terms and conditions will be published on our website, and will also be available at any Absa branch or by calling our rewards contact centre. If you continue to use our rewards programme after receiving this notice, the amended terms and conditions will apply.
- 22.2 If you change your cellphone number, you must visit any Absa branch in order to update your cellphone details on the Absa database so that you can continue to participate in our rewards programme. You cannot change your cellphone number for this purpose through our website or telephonically.

22.3 If any of your registration details, other than your cellphone number change, you should notify us of these changes telephonically through our rewards contact centre.

22.4 These terms and conditions are available in Afrikaans by calling 0861 78 88 88.

23 GENERAL LIMITATION OF LIABILITY AND INDEMNITY

- 23.1 We will not be liable for any loss, expense, claim or damage (whether this damage is direct, indirect or consequential), which you suffer or incur at any time as a result of, or in connection with, your use of our rewards programme, unless you suffered or incurred this loss or damage, or this claim was brought against you, because of our own gross negligence or fraudulent intent or that of any person acting for or controlled by us.
- 23.2 You promise to make good any loss or damage that we incur or suffer at any time and to pay any claim brought against us at any time, as a result of or in connection with your use of our rewards programme, unless we suffered or incurred this loss or damage, or this claim was brought against us, because of our own gross negligence or fraudulent intent or that of any person acting for or controlled by us.

24 DELIVERY OF GOODS, START OF SERVICES AND DELAYS AFFECTING SERVICES

- 24.1 We will be able to start with our services in relation to our rewards programme once we have approved your registration and the parties have complied with any further conditions imposed by law.
- 24.2 You acknowledge that our services may be unavailable due to interruptions to our electronic communications network or power outages which are not within our control. We give you notice under this 24 of these unavoidable interruptions and delays in providing the services and will give you notice if scheduled maintenance will cause an interruption or delay in the provision of services.

25 EACH CLAUSE IS SEPARATE

- 25.1 The parties acknowledge that each provision of these terms and conditions is separate. If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in these terms and conditions. This does not:
- 25.1.1 make the rest of these terms and conditions illegal, invalid or unenforceable; or
- 25.1.2 affect the legality, validity or enforceability of any other provision or these terms and conditions as a whole.

26 WE DO NOT LOSE OUR RIGHTS

- 26.1 We do not lose any of our rights under these terms and conditions if we do not immediately and in every instance insist on them. You may not raise it as a defence if we have a right that we did not enforce at the relevant time. For example, if we allow you extra time to pay your annual membership fee in one year, it does not mean we have allowed you extra time the next year.

26.1.1 You confirm that:

- 26.1.1.1 you participate in the rewards programme of your own free choice;
- 26.1.1.2 we did not make you participate in the rewards programme or do anything leading up to these terms and conditions that would be considered unconscionable or otherwise render these terms and conditions unlawful;
- 26.1.1.3 there were no blank spaces on the registration form at the time when we registered you as a member of the rewards programme;
- 26.1.1.4 you have given us permission to give you a copy of these terms and conditions within a reasonable time or on request;
- 26.1.1.5 you understand the risks and costs of participating in the rewards programme;
- 26.1.1.6 you understand your rights and duties under these terms and conditions;
- 26.1.1.7 you have the legal capacity (and where relevant authority) to participate in the rewards programme on these terms and conditions. This means, in the context of these terms and conditions, that the law regards you as competent and qualified to participate in the rewards programme on these terms and conditions, considering factors such as your age, marital status, and mental state of mind.