

SNAPnSAVE Terms and Conditions

Last updated: 20 February 2018

Welcome, and thank you for your interest in SnapnSave (Pty) Ltd. ("SnapnSave") The following Terms of Use are a legally binding contract between you and SnapnSave regarding your use of SnapnSave's website, mobile applications, networks, and other related features or services (collectively, the "Service").

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY CLICKING "I ACCEPT," REGISTERING FOR AN ACCOUNT, DOWNLOADING AN SNAPNSAVE MOBILE APPLICATION, ACCESSING, BROWSING, OR OTHERWISE USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE SNAPNSAVE PRIVACY POLICY, ANY APPLICABLE END USER LICENSE AGREEMENT, AND ANY ADDITIONAL TERMS OR FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS").

If you are not eligible, or do not agree to all of the Terms, then please do not use the Service.

DEFINITIONS:

Unless a contrary intention clearly appears, the following terms shall have the following meanings assigned to them and cognate expressions shall have corresponding meanings, namely –

1. **"Confidential Information"** means all information and data of whatsoever nature (including the Intellectual Property), whether tangible, intangible, oral or in writing and in any format or medium that is obtained or learned by, disclosed to, or comes to the knowledge of You from SnapnSave during the course of or arising out of this agreement, by whatsoever means, which by its nature or content is or ought reasonably to be identifiable as confidential or proprietary to SnapnSave, or which is provided or disclosed in confidence;
2. **"Cash Back"** relates to when You submit a booked Offer after uploading the till slip through the Service, You will then accumulate Cash Back in Your Current Balance of Your My Wallet account;
3. **"Documentation"** means integrated electronic help published by SnapnSave, describing Software's functionality and intended operation;
4. **"Double Cash Back"** means that if You have received double the value of Cash Back for the approved till slip that you have submitted.
5. **"EFT Transfer"** means an electronic fund transfer made from us to You as the user, after You select this option when selecting this Cash Out option in My Wallet.
6. **"Intellectual Property"** means, collectively, patents, copyright, trademarks, designs, models, Know-How, inventions, trade and business secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for the protection of same) which are used or held (currently or not) in connection with SnapnSave's business;
7. **"Know-How"** means: all ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used in connection with SnapnSave's business; all available information regarding marketing and promotion of SnapnSave's products and services; and, all and any modifications or improvements to any of them which do not constitute entirely new products or services;
8. **"Mobile Device"** means a single mobile phone or other mobile device with a central processing unit capable of executing instructions from a software program, and which is owned or leased by You and on which the Software is installed;

9. **“Merchant”** means a provider with whom SnapnSave has entered into an agreement for the provision of products and/or services to You, and makes use of the SnapnSave mobile application;
10. **“Multiple Coupon Offer”** means a voucher listed on the Service entitling the holder to a discount off a particular product, whereby You can redeem more than one product per offer;
11. **“Offer”** means a voucher listed on the Service entitling the holder to a discount off a particular product;
12. **“Promo Code”** relates to a code received from either (i) a third party blog or editorial, which if applied when You register Your SNAPnSAVE account, or (ii) a friend who referred you to register Your SNAPnSAVE account and after submitting 1-2 till slips; allocates a specific rand value to your SnapnSave wallet for free;
13. **“Notify Me”** means the process of requesting a specific offer that that already been fully booked out so that when that specific offer becomes available again, that the offer is automatically booked for that user and the user is notified thereof.
14. **“SnapnSave”** means SnapnSave (Pty) Ltd (reg. no. 2014/094030/07) a company duly registered and incorporated in South Africa with limited liability, and whose principal place of business is stated in section 18 of this document;
15. **“Snapper Ranking”** means the loyalty rewards structure for SnapnSave for users to be rewarded for snapping a certain number of approved coupons.
16. **“Software”** means the object code of and Documentation for ‘SnapnSave mobile application’;
17. **“Specific Coupons”** relates to coupons that are specifically allocated to specific users and not to all the users.
18. **“Spend”** relates to when Cash Back in the Current Balance of Your Wallet that is being expended by Transferring to WeChat Wallet or EFT Transfers or other spend transactions through the Service;
19. **“The Service”** means SnapnSave's website, mobile applications, networks, and other related features or services;
20. **“Transfer to WeChat”** means a function that is used to cash out accumulated Cash Back from Your Wallet to your WeChat Wallet. This function is only available on the WeChat application.
21. **“You”** means the person who clicks ‘I Accept’. Alternatively, if the person who clicks ‘I Accept’ does so on behalf of any legal entity, then “You” means the legal entity on whose behalf ‘I Accept’ is clicked, and the person who clicks ‘I Accept’ warrants, by doing so, that he has taken or caused to be taken all steps, actions and corporate or executive proceedings necessary to cause this agreement to be binding on that legal entity.

1. Acceptance of Terms and Conditions

By accessing, downloading and/or using SnapnSave (Pty) Ltd (“SnapnSave,” “we” or “us”) mobile application (the “APP”) and web site (the “SITE”), including without limitation using the Service offered thereon, You accept and agree to be bound by these Terms and Conditions. SnapnSave may revise these Terms and Conditions or our Privacy Policy at any time. If SnapnSave decides to change these Terms and Conditions, SnapnSave will post the changes to these Terms and Conditions at www.SnapnSave.co.za and other places SnapnSave deems appropriate so that You are aware of the change(s). Any changes will be effective upon posting as revised, and Your continued use of the SITE and/or APP following the posting will constitute Your acceptance of the Terms and Conditions as revised.

2. General

Any abuse whatsoever of the Service by any person constitutes a criminal offence and SnapnSave reserves the right to cancel such person’s membership and withhold the wallet

rand balance from her/his account, withhold any pending EFT Transfers or pending Transfers to WeChat.

By providing SnapnSave with Your personal information and by opting in to communications, You give SnapnSave permission to send You information regarding its Service via cellular phone, and email.

A valid cell phone number, and/or email address will be required from each member of a SnapnSave account for all communications. No communication will be sent to phone numbers, or email addresses outside South Africa.

If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or any other provision. These Terms and Conditions set forth the entire understanding and agreement between You and SnapnSave with respect to the subject matter hereof.

3. The SnapnSave Service

As part of our service, SnapnSave owns or controls, and provides access to the APP and the Site and agrees to provide You with cash back services (the "Service") that SnapnSave may decide to offer, subject to these Terms and Conditions.

4. Use of Service

1. **Registering your account.** To be able to use the SnapnSave Service, You are required to register for a SnapnSave account. You can register by using Your Facebook account, or use an unique username and password. By allowing us to connect Your Facebook account to the SnapnSave platform, You will be able to access the full functionality and breadth of Offers, that we and our Merchants make available from time to time. Each user, registered using an account, is referred to as a "User". When registering for a SnapnSave account, You agree to provide only accurate and complete information and to keep this information up-to-date. Only registered users may book offers and transfer Cash Back from their My Wallet balance using EFT Transfers, or Transfers to WeChat.
2. **General.** SnapnSave makes available through the Service offers on certain third-party products (each an "Offer"). When You book an Offer, upload the relevant valid till slip before the Snap process has been accurately validated through the Service, You will accumulate Cash Back in Your SnapnSave My Wallet account ("Cash Back") relating to each booked Offer submitted. Each Offer may be subject to Additional Terms and may be discontinued by SnapnSave at any time. At any time and in SnapnSave's sole discretion, SnapnSave may: (i) determine whether or not You are eligible to redeem an Offer; (ii) determine whether or not You have earned savings; or (iii) adjust Your Receipts pending approval total. PRIOR TO DISTRIBUTION, AS DESCRIBED IN SECTION 4.2, ALL RECEIPTS PENDING APPROVAL SHALL REMAIN THE SOLE PROPERTY OF SNAPNSAVE.
3. **Booking Offers:** If You book an Offer on the Platform, your maximum number of units relating to that Offer will be booked automatically.
 - (a) If the offer stipulates that it is a Multiple Coupon Offer, then the more than one unit of that offer will be able to be booked depending on the stipulated maximum number of units.
 - (b) If not stipulated as a multiple coupon offer, the offer will only have one unit booked automatically.

- (c) For all Multiple Coupon Offers, You may book the specific offer up to the maximum units available, more than once until the maximum units for that offer have been depleted.
- (d) The maximum units per multiple coupon offer are depleted after uploaded till slips relating to that specific offer have been approved (by SnapnSave) relating to Your SnapnSave account. For example. A Multiple Coupon Offer for Product X has a maximum total units available of 5 units. You book the offer which automatically books the 5 units. You upload the till slip on the Platform after purchasing 3 items. SnapnSave then approves the 3 units and You will receive Cash Back into your My Wallet. You can then go back to that same offer, and now there are only 2 maximum units available to you to book again since you already had 3 of the 5 units (5-3=2 units) approved.
- (e) **Specific Coupons:** SnapnSave may provide specific coupons to certain selected users and not to the rest of the users if it decides to do so. Therefore those specified users will be able to view those coupons on their personal SnapnSave platform (when logged in) when browsing through the available coupons and those users that are not specifically selected will not be able to view them on their personal SnapnSave platform when logged in.
- (f) **Engagement Bookings.**

A Coupon on the Platform may be linked to a specific action or engagement needed before You are able to book the coupon. Some of the types of actions and engagement are listed below:

1. **Watch a Video:** In order to be able to book these types of coupons, You will need to watch a video until the book icon will appear for You to be able click thereon to book that specific coupon. You will need to watch both the video and click on the book icon in order for Your coupon to be validly booked.
 2. **Unlock Code:** You will need to enter a code received from another source in order to book these types of coupons. If the Coupon relates to a basket of products included in that coupon, when entering the code, then the full basket of products will all be unlocked and booked for that specific coupon.
 3. **Share on Social Media:** You may need to share the coupon on your own profile on a social media channel such as Facebook or Twitter in order to book that specific coupon. To identify the coupon, it will state " Share this coupon with friends to book it". Once you share the coupon on the social media channel specified, then you will automatically have booked the coupon.
 4. **Survey:** A coupon may request a small survey to be completed in order for a coupon to be able to be booked. These questions are all multiple choice questions.
 5. **Specific Questions:** For these types of coupons, You will be requested to answer a question or provide personal details, as well as agree to share your personal data and answers provided with third parties by selecting the button stating this, in order to be able to book that specific coupon. If You select this icon that You agree to share your information with third parties, You give full consent for SnapnSave to provide your personal information, answers for that question and any other details to third parties and SnapnSave cannot be held liable for any distribution of your personal information.
4. **Uploads of Till slips (Invoices).** Only till slips relating to booked Offers may be uploaded through the Service. The Service shall determine whether the till slip will be validated as a SUCCESS or FAILURE. The validity of the till slips is to be measured using SnapnSave's internal testing procedures, which may be amended at any time. If a till

slip after validation is a FAILURE, the reason for the failure will be communicated to the user using either email and/or SMS. If a user wishes to find out more information about the failed validation, they may contact SnapnSave using the email address, hello@SnapnSave.co.za.

5. **Wallet & Distributions.**

- a) When the Snap process has been successfully validated through the Service, the Cash Back amount relating to each specific booked Offer in that Snap submitted, will be transferred from the Receipts Pending Approval balance in the SnapnSave My Wallet to the Current Balance in the SnapnSave My Wallet.
- b) Once You have accumulated the required minimum balance in Your SnapnSave Current Balance account (as posted), You may elect to have SnapnSave spend Your Cash Back via Transfers to WeChat Wallet (if using WeChat application), EFT Transfers or other means of distribution that SnapnSave may make available through the functionality of the Service.
- c) To Transfer accumulated Cash Back from your SnapnSave Wallet to your WeChat Wallet, see section 4.6 below for more information.
- d) If You elect to close Your SnapnSave account and You have ten rand (R10.00) or more in undistributed Cash Back in Your Current Balance of Your My Wallet account, You will be expected to distribute such Cash Back prior to closing Your account. If Your account is terminated by SnapnSave, if You fail to properly distribute Your Cash Back when closing Your account, or if at the time of closing You have less than ten rand (R10.00) in Cash Back in Your Current Balance in Your account, any rights You have to the Cash Back in Your account will terminate and You will no longer be eligible to receive a distribution of such Cash Back.
- e) In the unlikely circumstance that SnapnSave is liquidated or cease to operate as SnapnSave, users will have 30 days from the earlier of the date of liquidation or date of ceasing to operate as SnapnSave, to cash out any balance that may be available in their SnapnSave My Wallet account. All amounts not cashed out from the SnapnSave My Wallet account will expire after the date mentioned above. After this expiry date, SnapnSave, its holding company, affiliates, and subsidiaries will not be liable for any balances not cashed out by SnapnSave users or any other claims. In the unlikely circumstance that SnapnSave is liquidated or ceases to operate as SnapnSave, all users will be notified in email (to the user's email address provided on their SnapnSave profile at the date of liquidation or date the company ceases to exist) and sms with regards to the final expiry date by which they need to cash out their SnapnSave My Wallet account.
- f) In the unlikely circumstance that SnapnSave is liquidated or cease to operate as SnapnSave, and SnapnSave are not able to pay for any outstanding company liabilities, users may be notified via email (to the user's email address provided on their SnapnSave profile at the date of liquidation or date the company ceases to exist) and sms to notify them that if they wish to not give consent for SnapnSave to sell their personal information (as completed by the user on their SnapnSave Profile at that time) to third parties, that they are to respond to that email or sms in the manner communicated in those messages, within 30 days from the date of that communication. All users that do not respond to the above mentioned communication in this paragraph, give implicit consent for SnapnSave to sell their personal information on their SnapnSave profile to third parties in order to reduce any outstanding liabilities, if any, of SnapnSave on the earlier of the date of liquidation of SnapnSave or date that the SnapnSave ceases to exist.

6. **Transfer to WeChat Wallet.**

- i) You must be logged into SnapnSave application within the WeChat application to be able to make a Transfer to your WeChat Wallet.
- ii) You must have an active WeChat Wallet to be able to Transfer Cash Back from your SnapnSave Wallet to your WeChat Wallet.

- iii) You must have an active SnapnSave Account, have submitted at least 3 approved coupons if it is Your first Cash out transaction (after your first Cash out transaction, this requirement of having 3 approved coupons no longer applies), and sufficient Cash Back in Your Current Balance (have more than R10 in your Current Balance of your My Wallet SnapnSave Account) of Your My Wallet in order to make a transfer to Your WeChat Wallet.
- iv) Transfers to WeChat Wallet may be available in predetermined monetary amounts, or for a specific monetary amounts limited to the following terms:
 - (1) The maximum amount of a predetermined - or specific amount will be R3000 each.
 - (2) The minimum amount of a predetermined monetary Transfer to WeChat Wallet will be R10 each and You will need to have submitted 3 coupons that were approved in order to cash out any money from your SnapnSave Wallet to the WeChat Wallet.
 - (3) The minimum amount of a specific monetary Transfer to WeChat Wallet will be R10 each and You will need to have submitted 3 coupons that were approved in order to cash out any money from your SnapnSave Wallet to the WeChat Wallet.
- v) All transaction history shall be shown in My Wallet after selecting 'Summary' until the Transaction History screen appears.
- vi) There is no bank charge charged to You if you select to transfer funds from your SnapnSave Wallet to your WeChat Wallet.

7. **EFT Transfers.**

Another method used to deplete accumulated funds from your My Wallet in your SnapnSave account is to use an EFT Transfer to transfer funds directly into your bank account.

- a) **Sufficient balances.** EFT Transfers only apply to users that have sufficient funds in their My Wallet account of over R10 (but you will need R12,50 in your SnapnSave Wallet as R2.50 for bank charges will need to be deducted from that amount to equal to the R10) and if you have submitted 3 approved coupons before your first Cash out transaction. The available balance available to cash out will be indicated to You after selecting the EFT Transfer when opting to "Cash Out" money from your My Wallet section and will be indicated as "EFT Transfer" under your Wallet History.
- b) **Timing.** EFT Transfers will only be made once a week on a Friday so funds should reflect in your bank account by 8pm each Friday evening. If payments are not reflected by this time each Friday, there is a chance that your account details are incorrect and the EFT Transfer has been unsuccessful.
 - (a) Only cash out requests for EFT Transfers requested by users between the previous Friday from 00h00 until the current Thursday at 23h59 will be processed in the weekly payments each Friday. If cash out is selected after 23h59 on Thursday, then they will be allocated to the following week's EFT payment batch. In the case when Friday is on a public holiday, then the EFT payment batch for that week ending the Thursday at 23h59 will not be loaded on the Friday but rather on the following working day after that Friday.
- c) **Bank charges.** EFT Payments will attract a bank charge of R2.50 for each transaction and this cost will be deducted from your Wallet balance and be indicated under Wallet History as "EFT Bank Fee".

- d) **Bank account details.** It is the responsibility of You as the user, to ensure that all bank account details are accurate and valid when entering them into the SnapnSave Platform.
- (a) If you wish to edit your bank details, you are able to do so but you will need to insert your old bank account number before the new bank account number can be entered, in order for the change to be effective.
 - (b) You are able to add additional bank accounts for friends or family members should you so wish.
 - (c) If you are not sure if the bank details are added, you will see the logo of the bank you recently added and the word, "Linked to EFT" next to it. This will indicate that the bank details are added on your profile.
 - (d) SnapnSave is not liable for any unauthorised EFT Transfer payments made to You due to Your negligence, theft of Your cell phone, You entering incorrect bank account details, login details not kept safe by You or any other manner of unauthorised EFT Transfers.
- e) **Verification of bank account details.** Once You have clicked on the Cash out button in your SnapnSave Wallet and selected the Activate button to the right of EFT Transfer thereafter, you will be able to enter your bank details, and those bank details will be verified for accuracy. If your bank account details are verified unsuccessfully, then You will be notified via email to update your bank details on Your SnapnSave profile. No EFT Transfers will be actionable if your bank details have not been verified successfully.
- f) **Unsuccessful EFT Transfers.** If the EFT Transfer is unsuccessful due to incorrect or invalid bank details entered by You, then a bank charge of R2.50 will be deducted off your SnapnSave Wallet and will be indicated on your Wallet History as "Bounced EFT".
- g) **Security and Confidentiality.** All bank details will be kept confidential and safely secured in the SnapnSave platform and we commit not to distributing these bank details to any party for any other purposes other than to cash out Your SnapnSave Wallet.
- h) **Banks available for EFT Transfer.** Currently You may only add bank account details relating to the following 7 South African banks in terms of using the EFT Transfer function on SnapnSave platform:
- (i) ABSA
 - (ii) Nedbank
 - (iii) FNB
 - (iv) Standard Bank
 - (v) African Bank
 - (vi) Capitec
 - (vii) Investec
- i) **Minimum and Maximum Cash Out.** The minimum cash out amount per EFT Transfer transaction is R10 (but you will need R12,50 in your SnapnSave Wallet as R2.50 bank charge will be deducted from that amount to equal to the R10) and You will need to have submitted 3 coupons that were approved in order to cash out any money from your SnapnSave Wallet to the WeChat Wallet. The maximum cash out amount per EFT Transfer transaction is R3000 each.
- j) **Notifications.**
- (a) All users which have unsuccessful EFT Transfers will be notified via email that their EFT Transfer was unsuccessful and that they need to update their bank details or add a valid bank account before trying to Cash Out funds from their SnapnSave Wallet using EFT Transfer again.

- (b) After a new bank account has been added on your SnapnSave profile, then you will be notified via email of this.
8. **Taxes.** Your distribution of Cash Back may be subject to taxes. You will be solely responsible for any and all tax liability arising out of Your receipt of Your SnapnSave Current Balance.
 9. **Lifetime Earnings.** The lifetime earnings balance in the My Wallet of the Service is a total of all past Cash Back earned for the user. This balance cannot be utilised to Transfer to WeChat, or EFT Transfer.
 10. **Inactive Accounts.** It is Your responsibility to keep Your SnapnSave account active. If You fail to book an Offer within Your SnapnSave account for twelve (12) consecutive months or if You do not distribute Your Current Balance by EFT Transfer or by WeChat Transfer within twelve (12) consecutive months from the most recent date of successful validation of till slip, Your SnapnSave account will be considered "inactive." While Your account is inactive, SnapnSave will deduct an amount equal to Your SnapnSave Current Balance from Your accumulated Cash Back in Your Current Balance. SnapnSave will attempt to notify You before Your account becomes inactive by sending You an email to the address we have on file for You. Subject to SnapnSave's right to terminate Your account under these Terms, You may reactivate Your SnapnSave account by logging in to Your SnapnSave account and activating at least one offer. Irrespective of anything mentioned in this paragraph, paragraph 4.5.(e) and 4.5.(f) will override this paragraph.
 11. **Expiry of Wallet Balances.** It is Your responsibility to ensure Your SnapnSave My Wallet is spent by making an EFT Transfer, or making a WeChat Transfer or other spend transactions within the required valid period. In the event of programme termination, Your available Current Balance in Your 'My Wallet' will remain valid for twelve (12) months. Thereafter the Current Balance amount applicable will expire and SnapnSave will deduct that relevant expired Cash Back amount from Your accumulated Cash Back in Your Current Balance. SnapnSave will attempt to notify You before Your Current Balance in Your My Wallet expires by sending You an email to the address we have on file for You.
 12. **Claims.** Cash Back provided under this Section 4 are provided solely by SnapnSave and not underwritten, sponsored, or provided by any other third-party, including SnapnSave's brand and merchant partners. By accepting these Terms of Use, You agree to not to seek Cash Back or make any claims for Cash Back against third-party providers, merchants or manufacturers of products and services.
 13. **Promo Codes.** Users may utilise any promo codes when registering their account on the SnapnSave platform inserting the promo code in the field "Got Promo Code?". This promo code will then,
 - (i) If it is a promo code from a blog or editorial, automatically allocate a specific rand value associated with that promo code to Your "My Wallet".
 - (ii) if it is a promo code referred from a friend via a communication channel such as email, sms, whatsapp or social media, and you submit your first two till slips on the SnapnSave platform, Your 'My Wallet' will be credited with a R5 for each of those first two till slips submitted (R10 in total) and your friend that referred you will be credited with R10 once the 2 till slips have been submitted.

The following rules apply for promo codes:

- 1) Promo Codes can only be redeemed online using the SnapnSave platform.
- 2) Promo Codes will be void where prohibited by law.
- 3) Only one (1) promo code may be redeemed per user account/ per promotion.
- 4) Promo codes cannot be used in combination with other promo codes.
- 5) Promo codes cannot be applied after a user is already registered with SnapnSave.
- 6) Once a Promo code has been allocated to Your 'My Wallet', SnapnSave cannot remove or transfer that Promo Code to another user, unless:

- a) it was transferred there in error and the promo code rand value in the "My Wallet" does not equal the rand value related to that specific promo code that was entered on registration of a SnapnSave account;
 - b) the date on which the promo code was entered, was not within that specific promo code's allocated time period; or
 - c) the number of promo codes made available has been exceeded at the time that the promo code was entered during registration.
- 7) Expiry Dates of Promo Codes:
- a) Promo codes are strictly free promotional voucher codes with no monetary value. They each have an expiration date not shown on the promo code.
 - b) A Promo code may expire on the specified expiration date, at any time (GMT + 2 hours) – regardless of the physical time zone/location of the code holder.
 - c) We strongly suggest using your code PRIOR to the expiration date.
- 8) If your promo code is received from a blog or editorial, Your promo code rand value may vary depending upon the promotion in which you are participating.
- 9) Promo codes are not replaceable if lost or stolen.
- 10) Promo codes have no cash value and may not be redeemed for cash. SnapnSave's promo codes are free and have no cash value, therefore can have an expiration date.
- 11) You are responsible for the security of your own promo code number. We will not replace any amount from your promo code that has been used by another party regardless of how the promo code number was obtained.
- 12) Promo code value applies only to the product price and does not apply to shipping, sales/VAT taxes or fees.
- 13) SnapnSave reserves the right, without further notice to the holders of the promo codes, to modify the terms and conditions for use of the promo codes, or to suspend or cancel the promo code program in whole or in part, right to decline to award promo code credits, demand repayment of promo code values credited, or take other remedial actions.
14. **Notify Me Offers.** When offers on a particular product have been all booked out by other users, you can request to be put in the queue and if one becomes available, the offer will automatically be booked for you and you will be notified.
- 1) This action is processed if You select the "Notify Me" button on the offer.
 - 2) This function only applies to fully booked out offers on the platform.
 - 3) By requesting an offer, this does not indicate that You will automatically have that offer booked for Your SnapnSave profile, but rather that You will be added to the queue of users that have booked that item.
 - 4) All requested offers will be listed in a sequential "First-In-First-Out" system meaning that that the users that book that specific offer will be higher in the queue than other users that book that specific offer at a later stage.
 - 5) There is no guarantee that by requesting an offer that You will be allocated that booking as it depends on the number of users that have requested that item and whether any items return to the platform.
 - 6) After an offer has been requested by You, and an offer has become available and you are next in the queue for that specific item, and that item is booked automatically for You, You will be notified by a pop-notification on your cell phone application to inform you of the booking.
 - 7) If You have deactivated Your notifications on Your cell phone settings, or - application settings, SnapnSave cannot be held responsible for You not receiving the notifications.
 - 8) Notifications will only be sent to cell phone users that have the SnapnSave application and will not be sent via any other method if you do not use that platform.

- 9) If the Offer is a Multiple Coupon Offer, then by selecting the "Notify Me" button on the offer, receive a notification thereof, and then select to book that Offer, then You will be allocated the maximum units available for that Offer for that account as discussed in paragraph 4.3 above.
15. **Double Cash Back.** For selected till slips that You submitted, SnapnSave may credit your My Wallet with double the value of Cash Back. For a limited time, offers available on the WeChat application that are booked and submitted on the WeChat application, SnapnSave will credit you My Wallet with double the value of Cash Back for those offers. SnapnSave reserves the right to reverse the double cash back after it being credited or to not credit any user's account with double cash back regardless of whether the till slip was submitted on the SnapnSave Platform or the WeChat application.
16. **Specific Credits.** SnapnSave reserves the right to credit users' My Wallets for certain actions made by the users that do not pertain specifically to booking a valid offer as and when it deems necessary.
17. **Snapper Ranking Loyalty Rewards.** A Snapper Ranking is a loyalty rewards structure implemented from 1 July 2017 onwards that rewards SnapnSave users with cashback for snapping a certain number of coupons.
 - 1) Users will not be credited for any coupons redeemed before 1 July 2017. They will also not receive any trophies based on past coupons redeemed before 1 July 2017. Only their rank position will be affected by their past coupon redemption.
 - 2) There are 6 trophies per Snapper Ranking level and You will be rewarded with one trophy per 5 coupons submitted on your SnapnSave account approved. Once You have received your 6th trophy, You will move up to the new Snapper Ranking, where you will start the process again of aiming to achieve the 6 trophies on that new Snapper Ranking.
 - 3) From 1 July 2017, users will earn R5 credited to their SnapnSave Wallet every time that they achieve the 2nd, 4th and 6th trophy in each Snapper Ranking.
 - 4) This R5 credit earned will be able to be viewed in Your SnapnSave My Wallet page and the wording "Trophy" will be used next to each R5.
 - 5) There are a total of 12 Snapper Ranking levels in this Snapper Ranking structure.
 - 6) There will be a monthly - and a lifetime leader board will all user names thereon for You to see where you are positioned in Snapper Ranking compared to all the other SnapnSave users.
 - 7) The Lifetime Leader board can be found on the Snapper Ranking page underneath the Lifetime title.
 - 8) The Monthly Leaders board can be found on the Snapper Ranking page underneath the Monthly title.
 - 9) Your Snapper Ranking cannot be modified by You and all Snapping Ranking data, trophies, leader board and Snapper Rankings measurements are calculated automatically by SnapnSave.
 - 10) By using the SnapnSave platform, You give full consent that you are willing to share Your full name and surname, Your Snapper Ranking and Snapper Ranking leader board position on the Lifetime Leader board and Monthly Leader board on the SnapnSave platform on the Snapper Ranking page.
 - 11) SnapnSave reserves the right to cancel, or modify any aspect of the Snapper Ranking reward structure without the consent of the users.

5. Privacy

Any information that You submit or we collect when You are using the SnapnSave Service is subject to the SnapnSave Privacy Policy, the terms of which are incorporated into these Terms and Conditions.

6. Intellectual Property

Certain content available through and used to operate the APP, the SITE and the Service, including, without limitation, organization, graphics, text, images, audio, videos, designs, compilations, advertising copy, trademarks, logos, domain names, trade names, service marks and trade identities; any and all copyrightable material (including source and object code); and all other materials related to the APP, the SITE and the Service (the "Content") are protected by applicable copyrights and other proprietary (including, but not limited to, intellectual property) rights and are the property of SnapnSave, its parent, subsidiaries, affiliates, or its licensors.

Without limitation, this means that, except for the express limited grant of rights herein, You may not, directly or indirectly, sell, lease, publish, export, license, modify, copy, reverse engineer, create derivative works, reproduce, distribute or transmit the SnapnSave Service without SnapnSave's prior express written permission. Any unauthorized use of the SnapnSave Service will terminate the limited license granted by us.

SnapnSave and other marks, graphics, logos, icons and service names related to the SnapnSave Service (the "Marks") are registered and unregistered trademarks or trade dress of SnapnSave Inc. The Marks may not be used without SnapnSave's prior express written permission. All other trademarks not owned by SnapnSave that appear in connection with the SnapnSave Service are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by SnapnSave.

Subject to Your strict compliance with these Terms and Conditions, SnapnSave grants You a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to download, view, use and/or play a single copy of the APP and/or the SITE (excluding source and object code), provided that You: (i) retain all trademark, copyright and other proprietary notices contained in the original Content or any copy You may make of the Content; (ii) do not allow or aid or abet any third party (whether or not for Your benefit) to copy or adapt the object code of the APP and/or the SITE's software, HTML, JavaScript, or other code; reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the APP and/or the SITE creates to generate its applications and/or web pages; or any software or other products or processes accessible through the APP and/or the SITE; and (iii) do not insert any code or product to manipulate the Content in any way that affects any user's experience.

7. Electronic Communications

By registering with the SITE, downloading and/or using the APP, or downloading and/or using the Service, You consent to receiving electronic communications and notices, including, without limitation, advertising communications, from SnapnSave. You agree that any notice, agreement, disclosure or other communications that we send to You electronically will satisfy any legal communication requirements, including that such communications be in writing. Notices from us will be considered delivered to You and effective when sent to the email address You provide on the Site or from which You otherwise email us. You may withdraw this authorization at any time upon written notice to SnapnSave.

8. Your Conduct

You agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the APP, the SITE or the Service. You also agree not to interfere with the servers or networks connected to the APP, the SITE or the Service or to violate any of the procedures, policies or regulations of networks connected to the APP, the SITE or the Service, the terms of which are incorporated herein. You also agree that in Your use of the APP, the SITE or the Service You will not: (1) impersonate any other person or defame, injure, abuse, threaten or

invade the privacy of others; (2) conduct Yourself in a vulgar, offensive, harassing or objectionable manner; (3) use the APP, the SITE or Service for any unlawful purpose; (4) post or otherwise submit material that is protected by copyright and other intellectual property rights of others or (5) use the APP or the SITE to obtain any cash back to which You are not entitled according to the terms of the cash back. .

SnapnSave does not promote, recommend or condone use of the APP, the SITE or the Service during certain activities, such as automobile driving, where there is a significant risk of accident. You agree not to use the APP, the SITE or the Service during such activities.

Prohibited Conduct: BY USING THE SERVICE YOU AGREE NOT TO:

1. submit to SnapnSave purchase information that is false, inaccurate, fabricated, counterfeited, tampered with, adjusted, or otherwise artificial or inauthentic for the purpose of seeking to redeem Offers with SnapnSave;
2. redeem, or attempt to redeem, SnapnSave Offers for products that have not actually been purchased and retained, or for products that have been purchased but returned to a store, following purchase;
3. upload receipts to SnapnSave that have already been uploaded by You or another user, for the purpose of earning credit from SnapnSave for purchasing products that You did not actually purchase;
4. upload receipts to SnapnSave that reflect purchases that took place more than forty eight (48) hours after the date on which the Offer is booked;
5. upload receipts to SnapnSave that reflect purchases that took place prior to the launch date of a retailer's campaign and therefore prior to Your booking the Offer, except where expressly permitted in the Offer details;
6. attempt to obscure the date on a receipt, such as by purposefully uploading a receipt without any date shown or without any clearly legible date shown;
7. extract information from SnapnSave's web or mobile applications for the purpose of using said information in conjunction with another service, web or mobile application;
8. rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by SnapnSave).
9. post, upload, or distribute any defamatory, libellous, or inaccurate User Content or other content;
10. post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, profane, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
11. exploit or attempt to exploit SnapnSave's referral bonus program by inviting Yourself to join SnapnSave using another account or invite others who share the same mobile device, in an effort to earn referral bonuses or credit(s);
12. make false or misleading claims about SnapnSave's referral program or any other incentive program created by SnapnSave;
13. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Service accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Service, or perform any other similar fraudulent activity;
14. delete the copyright or other proprietary rights on the Service or any User Content;
15. make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Service. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of

- commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
16. use the Service for any illegal purpose, or in violation of any national law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy, or the collection, storage, transmission, or access of educational records;
 17. defame, harass, abuse, threaten or defraud users of the Service, or collect, or attempt to collect, personal information about users or third parties without their consent,
 18. use the Service for any commercial purpose other than the internal business purposes of maintaining and administering school records without our consent;
 19. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or User Content, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service or User Content;
 20. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or any part thereof (including any App), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
 21. modify, adapt, translate or create derivative works based upon the Service or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
 22. intentionally interfere with or damage operation of the Service or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

9. Limitations on User Accounts

A user may not create more than one (1) SnapnSave account. Each unique mobile device may not be associated with more than one (1) user accounts. Users who attempt to associate an excessive number of mobile devices with a single user account may be deemed to have violated these Terms of Use to the extent they are deemed by SnapnSave to have abused the Service.

10. Charges for Using the SnapnSave Service

SnapnSave currently provides the APP, the SITE and the Service to You free of charge. However, You are solely responsible for any charges related to your use of the APP, the SITE or the Service, such as those imposed by Your wireless, internet or other applicable provider.

11. Use of Information Submitted

You agree that SnapnSave is free to use any comments, information or ideas contained in any communication You may send to SnapnSave or post or submit on the SITE or through the APP without compensation, acknowledgement or payment to You for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the SnapnSave Service or other products or services.

12. Links to Other Sites

The APP and the SITE may contain hyperlinks to other web sites ("Other Sites"). If You use the hyperlinks to access these Other Sites, You will leave the APP or the SITE and Your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of service and privacy policy and those Other Sites may have different practices and requirements than

SnapnSave may not have knowledge of, and is not responsible for, the content presented by any Other Site. As such, SnapnSave does not warrant or make any representation regarding the legality, accuracy, or authenticity of content presented by Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by SnapnSave of any Other Site(s) or resources, or their content. Through the APP and the SITE, SnapnSave is only providing these links to You as a convenience.

13. No Warranty & Liability Limit

You agree that Your use of the app, the site and the service is entirely at Your own risk. SnapnSave provides access to and use of the app, the site and the service "as is" and without any warranty or condition, whether express, implied or statutory. SnapnSave specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement, including without limitation any warranty for information, services, uninterrupted access, products provided through or in connection with the app, the site or the service, including without limitation the results obtained through the app, the site or the service. Specifically, SnapnSave disclaims any and all warranties, including without limitation: 1) any warranties concerning the availability, accuracy or content of cash back, information, products or services related to the app, the site or the service; and 2) any warranties of title or warranties of merchantability or fitness for a particular purpose.

SnapnSave assumes no liability or responsibility for any errors or omissions related to the APP, the SITE or the Service; any failures, delays or interruptions related to the APP, the SITE or the Service; any losses or damages arising from the use of the APP, the SITE or the Service, including, without limitation, any damage to Your mobile device; or any conduct by users of the APP, the SITE or the Service. We reserve the right to deliver the APP, the SITE or the Service in our sole and absolute discretion.

In no event shall SnapnSave, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to You for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the app, the site or the service or these terms and conditions, on any theory of liability, and whether or not advised of the possibility of damage. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action. You specifically acknowledge that SnapnSave is not liable for the defamatory, offensive or illegal conduct of other customers or third-parties and that the risk of injury from the foregoing rests entirely with You. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

You agree that the aggregate liability of the SnapnSave entities to You for any and all claims arising from or related to the use of the service is limited to the greater of (i) the amounts You have paid to SnapnSave for access to and use of the service giving rise to such liability in the twelve (12) months prior to the claim or (ii) R1500. The limitations of damages set forth above are fundamental elements of the basis of the bargain between SnapnSave and You.

14. Indemnity

You agree to indemnify and hold SnapnSave and its related companies, each of their respective shareholders, directors, officers, employees and agents, and each retailer from which a purchase is made, harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of Your

use of the APP, the SITE and/or the Service, Your breach of these Terms and Conditions, or Your violation of any law or the rights of any third party.

15. Disputes

Governing Law

You agree that these Terms and Conditions or any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law and equitable claims) between You and SnapnSave arising from or relating to these Terms and Conditions, their interpretation or breach, termination or validity, the relationships which result from these Terms and Conditions, the APP, the SITE and the Service, SnapnSave's advertising or any related transaction shall, to the maximum extent permitted by applicable law, be governed by the laws of the South Africa, without regard to its conflicts of laws rules.

Limitations of Actions

Any claim or cause of action arising out of or related to Your use of the APP, the SITE or the Service must be filed within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred. Refer to section 13 for more information relating to our liability limit.

16. Right to Terminate

SnapnSave reserves the right in its sole discretion to terminate or restrict Your use of the APP, the SITE or the Service, without notice, for any or no reason whatsoever.

Notwithstanding anything to the contrary in this agreement, SnapnSave shall be entitled to terminate this agreement at any time by addressing written notice to that effect, if You –

1. commit an act which is or would be an act of insolvency within the meaning of section 8 of the Insolvency Act, 1936 (if committed by a natural person) or section 79, 80, 81 and 82 of the Companies Act, 2008 (Act no.71 of 2008);
2. compromise or attempt to compromise or defer payment of any debt owing by Your to Your creditors generally or to any class of Your creditors generally;
3. being a legal entity, are provisionally or finally liquidated, removed from the register of companies, placed under judicial management (provisionally or finally), placed in or under any similar or replacement regime from time to time in South African insolvency law, take any steps for its voluntary winding up or undergoes a change of control;
4. being a legal entity, dispose of all or a material portion of Your assets or business or ceases to conduct Your business.

You may terminate Your subscription to the APP, the SITE or the Service by notifying SnapnSave in accordance with the Notice section below.

17. Notice

In the event You wish to opt-out of SnapnSave communication, please email us on hello@SnapnSave.co.za or contact our support centre at 021 423 3113 or change Your communication preferences on the SnapnSave digital channels. SnapnSave will ensure that it is compliant to the Consumer Protection Act.

SnapnSave may give notice to You by means of a general notice on the APP or the SITE, electronic mail to Your e-mail address on record in Your account information, or by written communication sent by first class mail to Your address on record in Your account information.

18. Contact Us

If You have any questions about these Terms and Conditions or the download and/or use of the SnapnSave Service, please contact us at:

SnapnSave
501 Earlgo House
42 Park Road
Gardens
Cape Town
8001

19. SNAPnSAVE Share & Win Competition Terms

1. A monthly SnapnSave Share & Win competition will be held each month starting from the 1st day of the month and ending on the last day of that month.
2. There is no entry fee to enter this competition.
3. Only entrants that comply with the below terms and which include the words "#CASH4DAYS" in their facebook or twitter posts will be considered entered into the competition.
4. The facebook share button will be shown at various steps on the SnapnSave process namely, at the "Snap Till Slip" page before taking a picture or uploading the user's till slip photo; on the "Ka-Ching" page after clicking "Cash Out" and "Generate Code".
5. One winner will be selected per month and will be credited with a prize of R500 in Rand value in their SnapnSave wallet account. The winner will then be able to spend this money at specified retailers as and when they please as per the normal SnapnSave terms and conditions of use.
6. The start date of this competition will be 1 August 2015 and there is no closing date on which this monthly competition expires. However, it is in the discretion of SnapnSave if it decides to expire the competition at a certain date but will give a full month notice if it decides to do so.
7. SnapnSave is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
8. Winners will be chosen by an independent adjudicator or panel of judges appointed by SnapnSave.
9. The winner will be notified by email and/or telephone within 28 days of the closing date. If the winner cannot be contacted or do not claim the prize within 28 days of notification, SnapnSave reserve the right to withdraw the prize from the winner and pick a replacement winner.
10. In order to redeem the prize money, each winner will be required to register on SnapnSave, either on the website (www.SnapnSave.co.za) or by downloading the mobile app on Google Play store or the Apple app store.
11. SnapnSave will credit each winner's SnapnSave wallet with the Rand value that they won on air. The winners will be able to spend this money at specified retailers as and when they please as per the normal SnapnSave terms and conditions of use.
12. SnapnSave's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
13. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.

14. The competition and these terms and conditions will be governed by South African law and any disputes will be subject to the exclusive jurisdiction of the courts of South Africa.
15. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current South African data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
16. The winner's name will be posted on the SnapnSave facebook page on <https://www.facebook.com/SnapnSave.co.za> within 10 days after the end of the month to which the competition relates to.
17. Entry into the competition will be deemed as acceptance of these terms and conditions.
18. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to SnapnSave and not to any other party. The information provided will be used in conjunction with the SnapnSave Privacy Policy found at www.snapnsave.co.za.
19. Employees of SnapnSave (Pty) Ltd or their family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition.
20. Route to entry for the competition and details of how to enter are via <https://www.facebook.com/SnapnSave.co.za>.
21. No responsibility can be accepted for entries not received for whatever reason.
22. SnapnSave reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of SnapnSave's control. Any changes to the competition will be notified to entrants as soon as possible by SnapnSave.