

Your Xtra Savings Card

Effective 15 November 2023

The Checkers Xtra Savings Rewards Program is operated by Shoprite Checkers (Pty) Ltd (registration number: 1929/001817/07) (“Checkers”). Our postal address is P.O. Box 215, Brackenfell. Checkers’ registered address is Cnr William Dabbs Street and Old Paarl Road, Brackenfell, Western Cape. All legal documents must be served at this address. Checkers’ telephone number is +27 (0)21 980 4000. Should you have any queries concerning these terms and conditions or the Checkers Xtra Savings Card services, please contact us via our website or call our customer services call centre on 0800 33 33 85.

**“By signing up as a Checkers Xtra Savings member and using the related services, you agree to the current terms and conditions set out on this page and our Group Data Privacy Statement available at <https://www.Checkersholdings.co.za/content/dam/shp/docs/shp-data-privacy.pdf>. Please check back for updates that may occur periodically to ensure that you get the most out of being an Xtra Saver.”**

IMPORTANT NOTICE –

- a) Please read these terms and conditions together with our data privacy statement carefully to ensure that you understand what benefits and/or rewards you are eligible for, what communications you may expect and how to ensure that you get the most out of being a member of the Checkers Xtra Savings Rewards Program. Your use of the Checkers Xtra Savings Card services will be subject to the current version of these terms and conditions published on our website at the time of your use. If you do not accept these terms and conditions, certain functions on the Xtra Savings program will not be available to you, including receipt of offers personalised for you.
- b) These terms and conditions contain specific provisions to limit Checkers’ liability, allocated risk or liability to you or act as an acknowledgement of certain facts by you.
- c) Checkers reserves the right, without notice and at its sole and absolute discretion, to make changes to these terms of use. Such changes will take effect when they are published. It is expressly recorded that should there be any material changes to these terms and conditions, Checkers will endeavor to notify members of the Checkers Xtra Savings Rewards Program thereof. Customers are encouraged to familiarise themselves with the content of these terms and conditions on a regular basis.
- d) If you continue to use the Checkers Xtra Savings Card and services after Checkers’ amendments to these terms of use have been published, you will be deemed to have accepted such amended terms and conditions.

**“To become an Xtra Savings member, you must be +18 years old and be in possession of a valid RSA ID or passport number. Please do not reproduce or use the information on our channels other than to learn more about our products and services.”**

e) Only persons with a valid identification or passport number and who are over the age of 18 (eighteen) years old may subscribe to the Checkers Xtra Savings Rewards Program.

f) Participation in Checkers Xtra Savings deals/promotions on the Checkers Sixty60 app can only be actioned once the above condition is met (i.e. successful registration and activation), as well as ensuring that you link your Checkers Xtra Savings card to your Sixty60 profile. You can link your Xtra Savings card under “My Profile” on the Sixty60 app.

**“You agree to our terms of use and to receive information from us relating to our products and services. You will, likewise, share certain personal information and give consent to us processing your information in order to provide services to you.”**

## 1. Customer Consent

1.1 We need your consent for the use and processing of your information in order for you to have access to ALL the Checkers Xtra Savings benefits. If you have unsubscribed from receiving notifications and/or communications, you will ONLY enjoy instant savings and no other Checkers Xtra Savings Rewards benefits.

1.2 You further confirm that you have read, understood and accepted the Information Processing terms set out in clause 4 below. You therefore agree that your personal information may be processed according to these terms and conditions insofar as you have provided the necessary consent.

1.3 You will at all times be in a position to request, where necessary, the correction, destruction or deletion of your personal information. Checkers will process your request as soon as reasonably possible. For more information on this, please see our data privacy statement.

1.4 The deletion or destruction of your personal information may result in the termination of your participation in the Checkers Xtra Savings Rewards Program as we may no longer be able to provide the service to you.

1.5 By accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and the purpose for which the information is collected.

## 2. Correct Contact Information Is Essential

2.1 Certain Checkers Xtra Savings offers and communications will be sent to you via direct marketing channels including email, sms, whatsapp or via push notifications on the Sixty60 app. It remains your responsibility to ensure that we always have your correct contact details to ensure that you receive your offers and communications.

2.2 We cannot accept responsibility if you do not receive certain offers and communications because you provided us with incorrect contact details.

## 3. Direct Marketing Communications

3.1. By supplying us with your personal information and by consenting thereto, you agree to receive direct marketing communications from us on your chosen communications channel insofar as it relates to the Checkers Xtra Savings Rewards Program and the creation of an audience list based on your shopping behaviour and sharing the list with external entities.

3.2. If, at any time, you wish to withdraw your consent to the aforementioned receipt of direct marketing communications, you will be entitled to do so by contacting our customer care centre on 0800 33 33 85 or [privacy@Checkers.co.za](mailto:privacy@Checkers.co.za).

3.3. Should you have opted-in to receive direct marketing communications, you may opt out from any of the above-mentioned channels, either when you first subscribe to become a member of the Checkers Xtra Savings Rewards Program or at any time thereafter. When Checkers sends you additional communications, you can opt-out by exercising the opt out function on the channel used to communicate with you, alternatively you may contact our Customer Care Centre on 0800 33 33 85.

**“We collect information about you when you interact with our various channels or through entities/people who are permitted to share your data with us. We take every reasonable precaution to protect any and all information we collect on our customers.”**

## 4. Information Processing

4.1. Use of your confidential and personal information

4.1.1. Checkers is committed to protecting your privacy.

4.1.2. To make use of the Checkers Xtra Savings Rewards Program you will be asked to provide Checkers with certain details of your personal information so as to enable us to create a personalised profile of you to ensure you get the most out of being a member.

4.1.3. The choice of providing Checkers with this information remains your own.

4.1.4. Checkers will not use or disclose your personal information without your permission, unless it has a legal duty to do so or is permitted to do so in the course of the provision of the Checkers Xtra Savings Rewards Program.

4.1.5. If you choose not to provide Checkers with this information, we may not be able to supply you with personalised offers and communications.

4.1.6. By subscribing to the Checkers Xtra Savings Rewards Program, you consent that Checkers may record, use and hold the following types of information about you:

4.1.6.1. All information contained in the forms or other documentation you submit to Checkers and any other subsequent information or details you update or provide afterwards. This may include your name, contact details, age and identity/passport number, transaction records and the creation of an audience list based on your shopping behaviour;

4.1.6.2. Information Checkers uses to process the application you submit to it to become a member of the Checkers Xtra Savings Rewards Program;

4.1.6.3. Details of your preferences concerning Checkers' products and services when utilising your Checkers Xtra Savings Card across all of Checkers' stores, platforms and channels;

4.1.6.4. Information Checkers may be required to use to process and administer credit purchases at Checkers' various trading divisions;

4.1.6.5. Other demographic and lifestyle information which is derived from your shopping patterns when using your Checkers Xtra Savings Card and payment card;

4.1.6.6. The location of your use of the Checkers Xtra Savings Card at Checkers;

4.1.6.7. Details of when you contact Checkers and when Checkers contacts you. This includes, for example, electronic mail addresses, telephone numbers you contact Checkers from and the content of the communications with Checkers (which may be recorded); and

4.1.6.8. Linking your masked payment card data with your Checkers Xtra Savings Card to enable us to identify you and your shopping habits so as to enhance your personalised profile, even when you do not swipe your Checkers Xtra Savings Card, thereby offering you the most personalised experience possible. We do not directly link your payment card with your Checkers Xtra Savings Card but derive this information by using a predetermined algorithm.

4.1.7. Your information is needed for the following purposes:

4.1.7.1. To process your application to sign up to become a member of the Checkers Xtra Savings Rewards Program. This may include confirming your identity and contact details;

4.1.7.2. To take such actions as may be required to enable and improve your use of Checkers' services;

4.1.7.3. To build a personalised profile for you to ensure that you do not receive an excessive amount of marketing communications and to create specialised offers based on your shopping habits. Analysing information like this helps us to ensure that we do the best possible job of meeting your needs;

4.1.7.4. To make sure that the information Checkers receives and records about you is and remains accurate, complete and up to date;

4.1.7.5. To conduct market research and data analysis, understand your preferences, learn more about the products and services that you are interested in, to create an audience list based on your shopping behaviour and improve the products and services Checkers offers you;

4.1.7.6. To inform and provide you with the chance to use products, services and benefits Checkers offers and believes may be of interest to you (to the extent that Checkers is legally permitted to do so);

4.1.7.7. For such other purposes as you may agree to or as may otherwise be legally permitted whether to protect Checkers' or your interests or those of Checkers' suppliers and other customers; and

4.1.7.8. To issue promotional codes and discounts to selected customers at Checkers' sole discretion, which promotional codes and discounts are to be used in accordance with conditions set out in the relevant communication.

4.1.8. Checkers may collect and share information about you as follows:

4.1.8.1 From you when you make use of any of its direct marketing channels and services relating to the Checkers Xtra Savings Rewards Program when, for example, you fill in an application or other form, submit a request, conduct a transaction with your Checkers Xtra Savings Card (which may include buying Checkers' products) or enter promotional competitions relating to the Checkers Xtra Savings Rewards Program;

4.1.8.2 From persons that Checkers uses to provide services to it. This may include communication and data hosting services, as well as processing and management services;

4.1.8.3 From any other persons you have permitted to provide information to Checkers; and

4.1.8.4 From platforms using anonymised data from outside Checkers which have been designed to give us a better understanding of you and your needs and preferences in an anonymous manner without sharing any of your personal information. This will only be used to create a better personalised offering for you and not for any purpose not in line with these terms and conditions.

4.2. Protecting your information

4.2.1. Checkers will, at all times, take reasonable steps to ensure that your information is protected against unauthorised or accidental access, processing or loss and will implement reasonable technical and organisational controls to do so.

4.2.2. We use your personal information to create a profile for you. We keep your personal information private, and only disclose it to other companies if you ask us to, or if they need it to help us provide a service or marketing to you.

4.2.3. Where Checkers uses any other person or organisation to host, manage or process your data on its behalf, it will require them to implement the same or similar controls to protect your information.

4.2.4. As soon as reasonably possible (provided that Checkers is not prevented from doing so by any law enforcement or regulatory agency), Checkers will notify you by email or text message if it believes that an unauthorised access to your information may have occurred. In such instances Checkers will provide you with such information as you may reasonably require to protect your interests.

**“We will only share your information with parties that do not form part of our value chain when required to do so by law. We also don’t sell information to third parties for marketing purposes and take comprehensive measures to keep your information safe.”**

### 4.3. Sharing your information

4.3.1. You agree that Checkers may transfer or make your information available to the following persons and organisations (whether they are located in or outside South Africa) in order to achieve the data processing purposes set out herein and ensure the functioning of the Checkers Xtra Savings Rewards Program:

4.3.1.1. To the divisions and entities in the Checkers Group. This includes its directors, employees, contractors, agents, auditors, legal and other professional advisors of the divisions and entities. The latter stakeholders will have permission based access only, to the extent that it is necessary for them to view your information;

4.3.1.2. To any other person that supplies, supports or underwrites any products or services Checkers provides to you, but only to the extent to which it relates to your subscription to and use of Checkers’ products and services;

4.3.1.3. To persons who provide services to Checkers in relation to the products and services you obtain from it. This may include services such as delivery, data hosting and processing and management services;

4.3.1.4. To external persons who provide direct marketing services of their products or services to you based on your shopping behaviour at us;

4.3.1.5. To any person to whom Checkers cedes, delegates, transfers or assigns any of its rights or obligations relating to the Checkers Xtra Savings Rewards Program;

4.3.1.6. To any person that acts as your legal guardian, curator or who acts in a similar capacity;

4.3.1.7. To our internal commercial team, as well as our vendors / suppliers and business partners, to inform segmentation or analysis based on your transaction history for the purposes of serving relevant content or offers to you. We may do this for use and disclosure of de-identified or pseudonymised information to determine preferences and shopping patterns; and

4.3.1.8. To financial institutions that have obtained your consent to process the data we collect and generate about your preferences and shopping patterns for the purposes of assessing your creditworthiness. Where we share your information with such financial institutions:

- We will upload encrypted versions of your data onto a privacy enabled advanced analytics software service platform provided by a software provider. Your data will undergo a process where it is converted into a cryptographic identity referred to as “Hash Codes” which are in turn converted to anonymised tokens. Financial institutions have been licensed by our service provider to use the platform by uploading datasets similarly encrypted and converted to Hash Codes that in turn are also converted to anonymised datasets.
- The data analytics on the platform involve a process in terms of which the anonymised tokens and anonymised datasets from financial institutions are matched. This process enables financial institutions to run models that formulate scores for these matched tokens that predict their commercial value for the purposes of assessing your credit worthiness.
- While these scores can be linked to specific anonymised tokens, these scores cannot be linked back to a you on the platform since the matched tokens are reverse engineered.
- Only we or our service provider, subject to obtaining specific consent from you, can link scores generated on the platform to you.

4.3.2. Please note that at all times, Checkers will ensure that the persons to whom your information is transferred or made available, undertake to protect the confidentiality of your information in a manner similar to that set out herein.

4.3.3. When information is shared with third parties, it is anonymous and not personally identifiable i.e. it doesn't contain your name, address, telephone number or email address.

4.3.4. To learn more about how we use your personal information, see our data privacy statement.

**“We may store your information for as long as you are an Xtra Savings member or to engage you as a Checkers customer for up to 3 years after you have requested us to delete your profile, or longer, if required to do so by law.”**

#### 4.4. Retention of personal information

Checkers may retain your information collected for as long as you are registered as a Checkers Xtra Savings Rewards member or for long as we have reasonable business needs, such as managing our relationship with you and managing our operations, and for at least 3 (three) years after you stop doing

so or request us to delete your profile, or for such longer period as may be required or permitted by law.

#### 4.5. Your rights regarding your information

4.5.1 You have a right to know what information Checkers retains about you and to whom it has disclosed such information. For more information on this, please see our PAIA Manual.

4.5.2 You also have the right to ask Checkers to correct or delete any information it holds about you. To find out more about this process, please see our Data Privacy Statement. This may be because the information is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or because the information was illegally obtained.

4.5.3 It remains your responsibility to inform Checkers of any changes to your personal information.

4.5.4 It can take up to 21 (twenty one) days to respond to your request and we may charge a small fee.

4.5.5 Please note that Checkers is only able to fulfil your request where permitted to do so by law and provided that doing so does not unreasonably prejudice its legitimate interests or those of any third party.

4.5.6 You are entitled, in terms of the Protection of Personal Information Act 4 of 2013, to submit a complaint to the Information Regulator in the prescribed manner and form if you suspect interference with your personal information by us. The contact details of the Information Regulator for this purpose are: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za).

**“You may only have one active Xtra Savings membership at a time and cannot transfer your rewards to another profile. Blocked, lost or stolen cards can be deactivated through one of our channels.”**

#### 5. Use of the Checkers Xtra Savings Cards And Conditions

5.1. The Checkers Xtra Savings Card is issued by and remains the property of Checkers, which reserves the right to issue, decline and withdraw a Checkers Xtra Savings Card at any time.

5.2. The Checkers Xtra Savings Card is not transferable and its benefits will accrue to the named Checkers Xtra Savings member only.

5.3. For all lost, stolen or defaced cards, contact 0800 33 33 85 or visit our Money Market counters in store. You can instruct Checkers to block/deactivate your lost, stolen or defaced card and request a new card.

5.4. You may only have one active Checkers Xtra Savings Card linked to your ID/passport number. A member may also have a Checkers Xtra Savings Card linked to their ID/passport but there is no need to sign up for a separate card as the Checkers Xtra Savings Card may be used for the same purposes at Checkers stores.

**“You accept that we may terminate the rewards programme under certain circumstances and omit certain goods/services from it. We may also disqualify any claims under certain conditions.”**

5.5. Checkers shall have the right to change or terminate the Checkers Xtra Savings Rewards Program immediately and without notice, if deemed necessary in its opinion or if circumstances arise outside of its control. In the event of such change or termination, you agree to waive any rights that you may have in respect of the Checkers Xtra Savings Rewards Program and acknowledge that you will have no recourse against Checkers or its agents.

5.6. Checkers reserves the right to exclude certain goods and/or services from the Checkers Xtra Savings Rewards Program.

**“As a member, you’ll enjoy automatic entry to selected and exclusive competitions. Any rewards, discounts or promo codes cannot be transferred or converted into cash and prices on our digital channels relate solely to your selected store of choice.”**

5.7. When swiping your Checkers Xtra Savings Card at Medirite, such purchase shall not entitle you to any promotions or offers, unless expressly stated otherwise. Your Checkers Xtra Savings card is solely to identify your profile on another system.

5.8. Checkers reserves the right to disqualify any claim if fraud is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

5.9. You must provide Checkers with true and accurate information. If you have given incorrect information, Checkers reserves the right to decline your application or cancel your membership.

5.10. Members of the Checkers Xtra Savings Rewards Program will automatically be entered into selected Checkers Xtra Savings' promotional competitions after meeting the promotional entry requirement (like purchasing a participating product).

5.11. Only members of the Checkers Xtra Savings Rewards Program will qualify as winners of the aforesaid competitions. In the event that you are removed as a member of the Checkers Xtra Savings Rewards Program, for whatever reason, your entry will be removed from the relevant promotional competition.

5.12. Neither the promotional code nor the discount allowed on your Checkers Xtra Savings Card can be transferred, duplicated or sold and they have no cash value. Neither the promotional code nor the discount can be combined with any other discounts, codes or promotions.

5.13. Prices displayed on products or anywhere on our website and digital channels are indicative of the pricing in your selected store of choice. While every care is taken to avoid incorrect pricing in-store, on the website and digital channels, pricing errors may occur from time to time.

5.14. Checkers Xtra Savings Promotional prices and member-only deals displayed on products, or anywhere on our website and digital channels are indicative of the pricing in your selected store of choice. While every care is taken to avoid incorrect pricing on the website, in-store and digital channels, pricing errors may occur from time to time.

5.15. Checkers Xtra Savings deals and promotions are only valid for redemption by Xtra Savings members, unless otherwise specified. Should you experience issues redeeming/applying Xtra Savings deals in-store or on Sixty60 please contact the Sixty60 or Xtra Savings Contact Centres.

5.16. Checker Xtra Savings cannot retrospectively apply deal discounts or vouchers should they have expired or if there are any out-of-stock issues at the time of redemption.

**“You'll have the option to contribute to charities of your choice when you sign up for Xtra Savings, however, you will not pay for opting in or for any donations we pay to the respective charities on your behalf.”**

6. Swipe for Good

6.1 Upon registering your customer profile and linking your Checkers Xtra Savings Card you will have the opportunity to opt in to make your swipes go even further. Upon opting into Swipe for Good you will be prompted to select the charity that you would like to have benefit each and every time you swipe.

6.2 As a Checkers Xtra Savings member you are able to change your charity of choice by logging in on our digital channels and choosing a new charity. The charities available may change from time to time without notice.

6.3 There is no cost associated with opting in to donate to a charity each time you swipe, you simply have to opt-in when registering or on your profile once registration is complete. Checkers will donate to the charity on your behalf and communicate with you on a monthly basis on how donations are going.

6.4 For every 10 (ten) swipes a customer makes, Checkers will donate R3.00 (three rand) to the customer's chosen charity. Should a member choose more than one charity their donation will be split equally across their chosen charities.

**“By signing up as a Checkers Xtra Savings member you agree not to place any liability on us for events that are, reasonably, outside of our control. In the event that we are liable for any claim, it won't exceed the monetary value of the discount, reward or promotion in question.”**

## 7 Liability

7.1 You hereby indemnify Checkers, its employees and/or agents of any liability for any failure to perform or delay in performance caused by events outside of the reasonable control of Checkers (for example strikes, trade disputes, accident, computer failure, breakdowns, power failures, shortages affecting Checkers or Checkers' usual sources of supply or Checkers' means of delivery of the products or services), save to the extent that such liability cannot be excluded by applicable law.

7.2 Neither Checkers, its agents, associated companies, nor any directors, officers or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which you or a third party may suffer regarding your participation in the Checkers Xtra Savings Rewards Program, the use of the Checkers Xtra Savings Card or the sharing of your data as contemplated by these terms and conditions.

7.3 Checkers shall not be responsible for any lost, damaged, delayed, incorrect or incomplete applications for any reason whatsoever.

7.4 Checkers shall not be responsible for the failure of any technical element relating to the Checkers Xtra Savings Card services that may result in a discount not being successfully redeemed.

7.5 In the event that Checkers is found to be liable in respect of any claim(s) in connection with the Checkers Xtra Savings Rewards Program or any related discount, its liability will not exceed the monetary value of the discount, regardless of the reason for its liability, whether it stems from contract, statute or delict, save to the extent that such liability cannot be excluded by applicable law.

**“Our legal system acts as final arbitrator to any disputes and any part of these terms and conditions may be held to be illegal or void by a court of law. You also understand that you may not transfer any of your rights to any other party with respect to this agreement.”**

## 8 General

8.1 These terms and conditions will be subject to and interpreted under the laws of the Republic of South Africa and the South African courts will have exclusive jurisdiction over any claim arising in connection herewith.

8.2 You may not assign or otherwise transfer all or any part of your rights or obligations under these terms and conditions. You agree that Checkers may, in its sole and absolute discretion, transfer and assign all or part of its rights and obligations under these terms and conditions to one or more third parties chosen by it.

8.3 If any clause or sentence in these terms and conditions is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected and will remain of full force and effect.