

CONTEMPO

fashion co-ordinator

CONTEMPO LOYALTY CARDHOLDER TERMS AND CONDITIONS

GENERAL INFORMATION

This document contains the standard terms and conditions governing participation in the Contempo Rewards Programme by qualifying individuals.

Any person that subscribes to the Contempo Rewards Programme ("Cardholder") enters into a binding agreement with Alicewear (Pty) Ltd ("Contempo"), the terms of which are set out in this document.

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Please note that any reference to gender

Contempo may amend or update these terms and conditions from time to time. Contempo will publish a general notice of such changes on its website at www.contemposhop.co.za. Such changes will become effective on the date that the notice is published. It is your responsibility to check our website for such notifications. Your continued participation in the Contempo rewards programme after publication of such notices will be deemed as an acceptance of such changes.

These terms contain specific provisions which limit the liability of Contempo, allocate risk or constitute an acknowledgement of facts by the cardholder. Cardholders should pay special attention to these terms as they limit the cardholder's ability to recover losses that cardholders may incur in connection with their subscription to the Contempo rewards programme.

ELIGIBILITY FOR MEMBERSHIP

An individual must be a natural person to qualify to become a Cardholder and must be over the age of 18. If the individual is not yet 18 at the time of subscription, she must obtain her parents' or legal guardians' consent to be bound by these terms prior to agreeing thereto.

Both non-residents and residents of the Republic of South Africa qualify to become Cardholders.

Membership to the Contempo Rewards Programme is offered at the sole discretion of Contempo and Contempo may accept or reject any application for membership and may suspend or terminate any Cardholder's membership on reasonable notice to the Cardholder.

PERSONAL INFORMATION

Individuals are responsible for providing Contempo with correct and accurate information.

Cardholders must advise Contempo of any change in membership details as soon as practicable after the change and submit such changes to Contempo in writing. Contempo may request confirmation of a Cardholder's membership number and proof of identification (a copy of identity document or passport) in order to note such changes.

All personal information relating to a Cardholder will be dealt with in accordance with the privacy policy.

REWARDS: EARNING, ACCUMULATION AND REDEMPTION

MEMBERSHIP CARDS

A Contempo Rewards card will be issued to every member as soon as they have registered for the loyalty program.

The Cardholder must present his/her membership card to earn or redeem Rewards when purchasing eligible merchandise within any Contempo Store.

EARNING AND ACCUMULATION OF REWARDS

Cardholders shall be awarded Rewards points when they purchase merchandise at any Contempo retail store. Rewards points ("Rewards") are calculated as a percentage of the total purchase price of the Merchandise purchased. Rewards shall accrue to the Cardholder's Contempo Rewards Programme account ("Cardholder Account"), which account shall be held by and administered by Contempo.

Cardholder may also receive Rewards as a result of participation in promotional competitions sponsored or organised by Contempo. The awarding of Rewards pursuant hereto may be subject to additional terms which shall be brought to the Cardholder's attention.

Rewards are expressed in ZAR (South African Rand). The Cardholder may view the balance of accrued Rewards in his/her Cardholder Account at any time by:

- obtaining the balance directly from a Partner point of sale;
- accessing the Contempo Rewards website www.contemposhop.co.za

The cardholder acknowledges that rewards are awarded and may only be used for the purposes expressly stated under these terms, and that rewards shall not be construed as amounts due or payable to cardholder for any other purpose.

REDEEMING REWARDS

A Cardholder may elect to redeem her Rewards when purchasing Merchandise from a Contempo retail store.

A Cardholder may choose to redeem all or only a portion of the Rewards available in her Cardholder Account. Where insufficient Rewards are available in the Cardholder Account to enable the purchase of an Eligible Product, the Cardholder may supplement the Rewards reward with a cash payment.

Cardholders may not, and will not be able to, redeem more Rewards than are available in his/her Cardholder Account.

If any refund is issued by the Partner to the Cardholder in respect of the purchase of an Eligible Product in respect of which Rewards were redeemed by the Cardholder, such Rewards will be credited to the Cardholder's Cardholder Account.

REWARDS MAY NOT BE REDEEMED FOR CASH, CREDIT OR ANY OTHER CONSIDERATION. REWARDS WHICH HAVE NOT BEEN REDEEMED PRIOR TO EXPIRY OF SUCH REWARDS OR THIS AGREEMENT WILL BE LOST, AND THE CARDHOLDER WILL HAVE NO CLAIM AGAINST CONTEMPO IN THIS REGARD.

REWARDS ARE PERSONAL TO THE CARDHOLDER AND MAY NOT BE TRANSFERRED, ASSIGNED OR SOLD, AND MAY NOT BE USED IN CONJUNCTION WITH THE REWARDS OF ANY OTHER CARDHOLDER.

EXPIRY OF REWARDS

Rewards will only expire at the discretion of Contempo in its sole discretion but cannot be expired before 36 (thirty-six) months after the month in which such Rewards accrued.

Rewards are earned with effect from the date of the relevant Eligible Transaction notwithstanding the date that the Rewards are credited in the Cardholder Account.

Rewards may not be redeemed by the Cardholder if they have expired, unless Contempo in its sole discretion determines otherwise.

If a cardholder does not use his Contempo membership card for a continuous period of twelve (12) months calculated from any date, the cardholder's account may be closed temporarily or permanently in Contempo's sole discretion. Contempo will endeavour to provide advance notice to the cardholder prior to such suspension or termination.

PRIVACY POLICY

Contempo is committed to protecting the Cardholder's privacy. All personally identifiable information which the Cardholder provides to Contempo, or which is collected by Contempo pursuant to the Cardholder's participation in the Contempo Rewards Programme may be used by Contempo in the manner and for the purposes stated in the Contempo Privacy Policy available at www.contemposhop.co.za

LIABILITY

In no event will Contempo be liable for any direct, indirect, special or consequential loss or damage of any kind incurred in connection with the participation of the cardholder in the Contempo rewards programme (whether in contract, delict or statute (including for negligence) and cardholder agrees to indemnify Contempo against any such loss and damage, save only to the extent that such liability cannot be excluded under applicable law.