

## **CARDHOLDER TERMS AND CONDITIONS IN NAMIBIA**

### **1. GENERAL INFORMATION**

- This document contains the standard terms and conditions governing participation in the Infinity Rewards Programme by qualifying individuals.
- Any person that validly subscribes to the Infinity Rewards Programme (“**Cardholder**”) enters into a binding agreement with Infinity Rewards (Pty) Ltd (“**Infinity**”), the terms of which are set out in this document. **INFINITY MAY AMEND OR UPDATE THESE TERMS FROM TIME TO TIME. INFINITY WILL PUBLISH A GENERAL NOTICE OF SUCH CHANGES ON ITS WEBSITE AT [www.infinitynamibia.com](http://www.infinitynamibia.com) 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 INFINITY 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 INFINITY, ALLOCATE RISK OR CONSTITUTE AN ACKNOWLEDGEMENT OF FACTS BY THE CARDHOLDER. THESE TERMS HAVE BEEN SET OUT IN CAPITAL LETTERS. 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 INFINITY REWARDS PROGRAMME.**

### **2. ELIGIBILITY FOR MEMBERSHIP**

- 2.1. An Individual may subscribe to the Infinity Rewards Programme and become a Cardholder by completing the Infinity Rewards Programme application process, either online via the Infinity website located at [www.infinitynamibia.com](http://www.infinitynamibia.com) or at a retail outlet participating in the Infinity Rewards Programme (“**Partner**”) in the prescribed manner.
- 2.2. 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, s/he must obtain his/her parents’ or legal guardians’ consent to be bound by these terms prior to agreeing thereto.
- 2.3. Both non-residents and residents of the Republic of South Africa qualify to become Cardholders.
- 2.4. Membership to the Infinity Rewards Programme is offered at the sole discretion of Infinity and Infinity may accept or reject any application for membership and may suspend or terminate any Cardholder’s membership on reasonable notice to the Cardholder.

### **3. PERSONAL INFORMATION**

- 3.1. Individuals who wish to subscribe to the Infinity Rewards Programme will be required to provide certain information about themselves to Infinity and must ensure that such information is correct and accurate.
- 3.2. Infinity will process the Personal Information to process the application for subscription to the Infinity Rewards Programme, to enable the applicant’s participation in the Infinity Rewards Programme in accordance with these terms, and as may be permitted or required by applicable law.
- 3.3. Infinity will treat Cardholder’s Personal Information as confidential and will not use same other than as described under these terms. Failure to provide the requested Personal Information to Infinity, or the provision of information, which is incorrect, may result in the Cardholder not being able to participate in the Infinity Rewards Programme.

- 3.4. Infinity may, in connection with the processing of Cardholder Personal Information for the purposes stated in these terms, enable the processing of Cardholder Personal Information by entities acting on its behalf in connection with the offering of the Infinity Rewards Programme (such as hosting services providers), some of which may be based outside of the Republic of Namibia. Infinity may also disclose Cardholder Personal Information to its Partners in connection with the Cardholder's participation in the Infinity Rewards Programme.
- 3.5. **"Personal Information"** of Cardholders comprises personally identifiable information relating to Cardholders which is provided by the Cardholder to Infinity in connection with his/her participation in the Infinity Rewards Programme, as well as personally identifiable information of the Cardholder which is collected by Infinity from publicly available resources (such as credit bureaus) and third parties which are permitted to furnish such information to Infinity.
- 3.6. Cardholders must advise Infinity of any change in the Personal Information furnished by him/her to Infinity as soon as practicable after the change and submit such changes to Infinity in writing. Infinity 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.
- 3.7. **NOTWITHSTANDING THE AFOREMENTIONED, INFINITY MAY USE CARDHOLDER'S PERSONAL INFORMATION TO DERIVE STATISTICAL INFORMATION AND TO USE SUCH INFORMATION IN AN UNRESTRICTED MANNER, PROVIDED THAT SUCH USE DOES NOT RESULT IN THE DISCLOSURE OF THE CARDHOLDER'S IDENTITY.**
- 3.8. Cardholders may by email at [support@infinityrewards.co.za](mailto:support@infinityrewards.co.za) request that Infinity:
  - 3.8.1. confirm what Personal Information of the Cardholder is held by Infinity;
  - 3.8.2. confirm which persons/entities have been furnished with Personal Information of the Cardholder; or
  - 3.8.3. request that Infinity correct, erase or cease processing Personal Information to the extent that such processing is based upon the Cardholder's consent, or that Infinity is no longer permitted to retain, or which is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or has been unlawfully obtained.
- 3.9. Infinity will comply with any request made in terms of clause 3.8 as soon as possible, provided that it may refuse to comply with such request if permitted or required thereto by applicable law.
- 3.10. Infinity may hold Cardholder Personal Information for as long as the Cardholders are subscribed to the Infinity Rewards Programme and will retain such information thereafter for as long as permitted under applicable law.

#### **4. REWARDS: EARNING, ACCUMULATION AND REDEMPTION**

##### **4.1. Membership Cards**

- 4.1.1. Cardholders will be issued with Infinity Rewards Programme membership cards ("**Infinity Membership Card**") once they have validly subscribed to the Infinity Rewards Programme.
- 4.1.2. The Cardholder must present his/her membership card to earn or redeem CashBack when purchasing Eligible Merchandise (as defined below) from any Partner.

##### **4.2. Earning and Accumulation of CashBack**

- 4.2.1. Cardholders shall be awarded CashBack rewards when they purchase selected merchandise ("**Eligible Merchandise**") at a Partner. CashBack rewards ("**CashBack**") is calculated as a percentage of the total purchase price of the Eligible Merchandise, currently as stated on the Infinity website. CashBack shall accrue to the Cardholder's Infinity Rewards Programme account ("**Cardholder Account**"), which account shall be held by and administered by Infinity.
- 4.2.2. Cardholder may also receive CashBack as a result of participation in promotional competitions sponsored or organised by Infinity. The awarding of CashBack pursuant hereto may be subject to additional terms which shall be brought to the Cardholder's attention.
- 4.2.3. CashBack is expressed in NAD (Namibian Dollars). The Cardholder may view the balance of accrued CashBack in his/her Cardholder Account at any time by:
  - a. obtaining the balance directly from a Partner point of sale;
  - b. accessing the Infinity Namibia (Pty) Ltd website [www.infinitynamibia.com](http://www.infinitynamibia.com); or

c. SMS'ing the word 'balance' or 'bal' and the 9 (nine) digit Infinity membership Card number to the short code 2222. SMS's charged at N\$2 an SMS.

**4.2.4. THE CARDHOLDER ACKNOWLEDGES THAT CASHBACK IS AWARDED AND MAY ONLY BE USED FOR THE PURPOSES EXPRESSLY STATED UNDER THESE TERMS, AND THAT CASHBACK SHALL NOT BE CONSTRUED AS AMOUNTS DUE OR PAYABLE TO CARDHOLDER FOR ANY OTHER PURPOSE.**

#### **4.3. Redeeming CashBack**

4.3.1. A Cardholder may elect to redeem his/her CashBack when purchasing Eligible Merchandise from any Partner.

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

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

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

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

**4.3.6. CASHBACK IS PERSONAL TO THE CARDHOLDER AND MAY NOT BE TRANSFERRED, ASSIGNED OR SOLD, AND MAY NOT BE USED IN CONJUNCTION WITH THE CASHBACK OF ANY OTHER CARDHOLDER.**

#### **5. PARTNERS**

5.1. Subject to the terms contained herein, Cardholder will be able to earn and redeem CashBack at Partners for the duration of the participation of such Partners in the Infinity Rewards Programme.

5.2. It is within the Partner's sole discretion to determine which merchandise qualifies as Eligible Merchandise.

**5.3. INFINITY DOES NOT GUARANTEE THAT ANY PARTNER WILL REMAIN A PARTICIPANT IN THE INFINITY REWARDS PROGRAMME, OR THAT ANY MERCHANDISE OFFERED FOR SALE BY PARTNER WILL BE ELIGIBLE MERCHANDISE IN TERMS OF THE INFINITY REWARDS PROGRAMME. INFINITY WILL ENDEAVOUR TO NOTIFY CARDHOLDER IF A PARTNER NO LONGER PARTICIPATES IN THE INFINITY REWARDS PROGRAMME.**

5.4. All returns and refunds of Eligible Products will be subject to the relevant Partner's returns and refunds policy.

#### **6. EXPIRY OF REWARDS**

6.1. All CashBack is valid for three (3) years after the month in which such CashBack accrue.

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

6.3. CashBack may not be redeemed by the Cardholder if they have expired, unless Infinity its sole discretion determines otherwise.

**6.4. IF A CARDHOLDER DOES NOT USE HIS INFINITY 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 INFINITY'S SOLE DISCRETION. INFINITY WILL ENDEAVOUR TO PROVIDE ADVANCE NOTICE TO THE CARDHOLDER PRIOR TO SUCH SUSPENSION OR TERMINATION.**

#### **7. ACCOUNT BALANCE NOTIFICATIONS**

- 7.1. Infinity will send a monthly SMS notification to the Cardholder confirming the CashBack balance in the Cardholder Account. Alternatively, the Cardholder may at any time view such CashBack balance online at [www.infinitynamibia.com](http://www.infinitynamibia.com).
- 7.2. **A STANDARD FEE OF N\$1.00 MAY BE CHARGED BY INFINITY PER ACCOUNT BALANCE SMS SENT TO THE CARDHOLDER. INFINITY WILL PROVIDE AN OPPORTUNITY FOR THE CARDHOLDER TO OPT OUT OF RECEIVING SUCH SMS NOTIFICATIONS ON EACH OCCASION AN SMS IS SENT.**

**8. LIABILITY**

**IN NO EVENT WILL INFINITY 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 INFINITY REWARDS PROGRAMME (WHETHER IN CONTRACT, DELICT OR STATUTE (INCLUDING FOR NEGLIGENCE) AND CARDHOLDER AGREES TO INDEMNIFY INFINITY AGAINST ANY SUCH LOSS AND DAMAGE, SAVE ONLY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW.**