

TERMS & CONDITIONS – SA Taxi Rewards App

1. INTRODUCTION

- 1.1. SA Taxi Rewards (Pty) Ltd, Registration No. 2012/209822/07 a company incorporated in the Republic of South Africa and having its registered address at 179-15th Road, Randjespar, Midrand, 1685 (“THE COMPANY”) makes use of several different customer channels to communicate to any person who participates in the Programme
- 1.2. Any person (“User”) who participates in the SA Taxi Rewards Programme (“Programme”) (“the User”) acknowledges that the Terms set out herein shall be binding on them and that the User is taken to have accepted these Terms by merely participating in the Programme.

2. PRIVACY TERMS

- 2.1. These General Campaign Terms (“Terms”) shall apply to all ongoing and future activities (including promotional activities) by THE COMPANY in relation to the Programme. Any reference in this document to the Terms shall be in reference to both the general promotional terms and conditions and the specific promotional terms and conditions applicable to a particular promotional activity, unless stated otherwise by THE COMPANY.
- 2.2. By registering on the App, the User gives THE COMPANY permission to collect, store and process their personal information in compliance with the Protection of Personal Information Act of 2013 (POPIA). THE COMPANY securely stores the User’s information to ensure its privacy and confidentiality.
- 2.3. THE COMPANY will not provide the User’s personal information to any unauthorised third parties without the User’s consent, unless legally obligated to.
- 2.4. The User has the right to object to the processing of his/her personal information. If the User does not wish these Terms to apply to him/her then they must not use the App.
- 2.5. The User has the right to know what personal information THE COMPANY holds about him/her. If the User wishes to receive a copy of this information, the User must direct an enquiry to THE COMPANY using the following details: Telephone: +2711 5928760 or email: info@sataxirewards.co.za. In order to protect and ensure the security the User’s information, THE COMPANY will take all reasonable steps to confirm the User’s true identity before providing the details of the User’s personal information.
- 2.6. The User has the right to request THE COMPANY to update, correct or delete his/her personal information. For this purpose the User must use THE COMPANY’s details as set out in 2.6 (above). If THE COMPANY is unable to delete the User’s personal information, THE COMPANY will take all steps to make such information anonymous and/or otherwise remove from such information the presence of which would make it possible to identify the User’s identity. Subject to the requirements of the applicable laws (including the POPIA), the User agrees that THE COMPANY may keep his/her personal information until the User requests THE COMPANY to delete or destroy it.
- 2.7. THE COMPANY may take any form of action (including by deactivating the User profile of such User on the App.) against any User who abuses the Programme, including but not limited to, any suspicious activities, or any attempts to circumvent the Terms herein.
- 2.8. In the event any promotional activities involve the cooperation of THE COMPANY with third parties who may supply goods and/or services to the User, the User understands and accepts that such third parties may impose their own terms and conditions on the User if the User chooses to participate in those promotional activities, and the User will be deemed to have accepted such third party’s terms and conditions if the User participates in those promotional activities.

3. IMPORTANT NOTICES

- 3.1. THE COMPANY reserves the right to, for any reason whatsoever, vary, postpone, suspend, or cancel the Programme, or any aspect thereof, without prior notice to the User. In the event of such variation, postponement, suspension or cancellation, the User will have no recourse against THE COMPANY merely on the basis that THE COMPANY will have varied, postponed, suspended or cancelled the Programme.
- 3.2. The User agrees that he/she participates in the Programme and uses the App in his/her own risk and that THE COMPANY shall only be responsible for those risks/obligations which the applicable law (including the POPIA) imposes on THE COMPANY.
- 3.3. Notwithstanding the above, all Users indemnify THE COMPANY, its advertising agencies, advisors, nominated agents, suppliers and its affiliates and/or associated companies, against any and all claims of any nature whatsoever arising out of and/or from their participation in the Programme.

4. GENERAL

- 4.1. It is specifically recorded that any failure or delay by THE COMPANY in performing in terms of these Terms shall not be a breach if such failure or delay arises out of or results primarily out of the occurrence of any event which THE COMPANY has no control over.
- 4.2. Should any dispute arise in relation to the interpretation of the Programme and/or its Terms, THE COMPANY's reasonable decision shall be final and binding, and no correspondence shall be entered into.
- 4.3. These Terms will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
- 4.4. In the event that any part of these Terms are found by a competent court or regulatory body to be invalid, unlawful or unenforceable, such part of these Terms will be severed from the remainder of these Terms, which remainder will continue to be valid, enforceable and applicable to the User.
- 4.5. Any queries in respect of the Programme can be directed to THE COMPANY using THE COMPANY's information set out in 2.5 (above).