

CHÂTEAU GÂTEAUX LOYALTY APP PRIVACY POLICY & TERMS AND CONDITIONS

By subscribing to the Château Gâteaux Loyalty App, you agree to the below Terms and Conditions (the "**App Terms and Conditions**").

App Terms and Conditions:

1. The benefits of Château Gâteaux Loyalty App shall only become active once you have downloaded the Château Gâteaux Loyalty App and completed all the relevant information, as set out herein.
2. The Château Gâteaux Loyalty App will replace the Château Gâteaux Loyalty Card. No further loyalty cards will be issued as of 1 April 2018. Persons wanting to join our Loyalty App program need to download and register on the Château Gâteaux Loyalty App.
3. Download, registration and use of the Château Gâteaux Loyalty App requires internet connectivity and mobile data. Château Gâteaux shall under no circumstances be liable should you not be able to access the app due to lack of data or connectivity issues.
4. Use of the Château Gâteaux Loyalty App will require successful download and registration (new users) or successful download and confirmation of details (migrated former Château Gâteaux Loyalty Card holders).
5. Château Gâteaux collects, stores and uses your personal information (as the term is defined in Protection of Personal Information Act 4 of 2013 ("**POPIA**")) for the following purposes:
 - to greet you when you contact us;
 - to compile non-personal statistical information for marketing and promotional purposes;
 - for research to develop new products, services and offers;
 - to contact you via app notifications, SMS or emails to share marketing communication and promotional offers.
6. You hereby consent to the processing (as the term is defined in POPIA) of your personal information for the purposes set out in clause 5.
7. For further terms relating to Château Gâteaux's processing your personal information, please see our Privacy Policy. By accepting these App Terms and Conditions, you accept to be bound by our Privacy Policy, as amended from time to time.
8. The Château Gâteaux Loyalty App profile is linked with your personal details and mobile number. It cannot be downloaded or activated on more than one device or used by more than one user.
9. Château Gâteaux Loyalty App profiles are non-transferrable and cannot be shared or utilised by more than one user.
10. Château Gâteaux reserves the right to suspend and/or terminate your participation in the Château Gâteaux Loyalty App in the event of suspected fraudulent and/or inappropriate conduct, abuse or misuse of the Château Gâteaux Loyalty App by you, in the sole discretion of Château Gâteaux. In such an event, any benefits accrued by you under the Château Gâteaux Loyalty App will, at the sole discretion of Château Gâteaux,

acting reasonably, and to the extent allowed by law, be automatically suspended or forfeited and you will have no claim against Château Gâteaux for your lost benefits.

11. Château Gâteaux may from time to time run updates to the Château Gâteaux Loyalty App which may result in the app being temporarily inaccessible. Château Gâteaux will endeavour to limit any downtime to a minimum, and where practically possible, out of normal business hours. You shall have no claim against Château Gâteaux for any loss you may suffer as a result of the Château Gâteaux Loyalty App being inaccessible.

12. Château Gâteaux reserves the right to at any time change the App Terms and Conditions, including the benefits provided under the Château Gâteaux Loyalty App, by publication thereof on the Château Gâteaux website, provided that the benefits which have already accrued will remain unaffected.

13. This Château Gâteaux Loyalty App is subject to the provisions of the Consumer Protection Act, 68 of 2008, as amended from time to time (the "CPA"). To the extent allowed by law, other than the right to redeem the loyalty points within their validity period, you shall have no claims against Château Gâteaux, its management, directors, or employees arising out of or in relation to your participation in the loyalty program and use of the Château Gâteaux Loyalty App.

General:

14. This clause 14 is a separate, divisible agreement from the rest of these App Terms and Conditions and shall not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of these App Terms and Conditions and not to this clause 14; and remain in effect even if these App Terms and Conditions expire or terminate for any reason whatsoever.

14.1. Any dispute in relation to the Château Gâteaux Loyalty App will be determined by the management of Château Gâteaux or its nominee.

14.2. Should you not be satisfied with decision of the management of Château Gâteaux or its nominee, you may refer the dispute to any of the forms of alternative dispute resolution under section 70 of the CPA.

14.3. Should you refer the dispute to mediation under section 70(1)(c) of the CPA, the mediator will be as agreed by you and Château Gâteaux. Should we fail to agree on a mediator within 10 business days (all days of the week other than Saturday, Sunday, or a public holiday), the dispute will be referred to arbitration.

14.4. All disputes which cannot be settled by mediation as described in clause 14.3 shall be finally determined in accordance with the Commercial Rules of the Arbitration Foundation of Southern Africa ("**AFSA**").

14.5. You and us shall agree on the arbitrator who shall be an attorney or senior advocate (with at least 20 years' experience in commercial legal practice) on the panel of arbitrators of AFSA. If agreement is not reached within 5 business days after either of us calls in writing for such agreement, the arbitrator shall be an attorney or senior advocate (with at least 20 years' experience in commercial legal practice) nominated by the chairperson of AFSA for the time being.

14.6. The arbitration shall be held in Durban, South Africa, and we shall endeavour to ensure that it is completed within 90 business days after notice requiring the dispute to be referred to arbitration is given.

14.7. You irrevocably agree that the decision of the arbitrator: shall, in the absence of fraud or manifest error, be final and binding on you and Château Gâteaux; shall be carried into effect; and may be made an order of any court of competent jurisdiction.

14.8. Nothing contained in this clause 14 shall prohibit you or Château Gâteaux from approaching any court of competent jurisdiction for urgent interim relief.

14.9. You and Château Gâteaux hereby consent to the non-exclusive jurisdiction of the Durban Magistrates Court having jurisdiction for any proceedings arising out of or in connection with this Agreement.

15. Any costs, including all legal costs on an attorney and own client basis and value added tax, incurred by you or Château Gâteaux arising out of or in connection with a breach by the other one of us of these App Terms and Conditions shall be borne by the one of us in breach.

16. You warrant that you have the necessary legal capacity to enter into and perform in terms of the agreement contemplated in these App Terms and Conditions.

17. To extent permitted by law, Château Gâteaux provides no warranties in respect of the Château Gâteaux Loyalty App.

18. If either of us commits a breach of these App Terms and Conditions, the one of us not in breach may use any remedy available in law.

19. These App Terms and Conditions and the Privacy Policy contain all the provisions agreed on by you and Château Gâteaux with regards to the Château Gâteaux Loyalty App, and supersedes and novates in its entirety any previous understandings or agreements between you and Château Gâteaux. You waive the right to rely on any alleged provision not expressly contained in these Terms and Conditions and the Privacy Policy.

20. These App Terms and Conditions contains the entire agreement and you may not rely on anything communicated to you by us (whether or not made innocently, negligently or deliberately) which allegedly caused you to accept these App Terms and Conditions.

21. The grant of any indulgence, extension of any time or relaxation of any provision by Château Gâteaux under these App Terms and Conditions (or under any other agreement or document issued or executed pursuant to these App Terms and Conditions) shall not constitute a waiver of any right by Château Gâteaux or prevent or adversely affect the exercise by Château Gâteaux of any existing or future right of Château Gâteaux.

22. These App Terms and Conditions is to be governed, interpreted and implemented in accordance with the laws of South Africa.

23. The rule of construction that the contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of the agreement shall not apply to these App Terms and Conditions.

24. Any provision of these App Terms and Conditions which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these App Terms and Conditions shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall be treated as having not been written and severed from the balance of these App Terms and Conditions, without invalidating the remaining provisions of these App Terms and Conditions or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

25. For the purposes of these App Terms and Conditions, including the giving of notices and serving of legal process (as applicable), you and Château Gâteaux choose the following physical addresses as the place legal notices may be sent:

25.1. in the case of Château Gâteaux to:

Address:

1 Imvubupark Business Estate
Riverhorse Valley Business Estate
Effingham
Kwa-Zulu Natal
4017

Email: [customer@chateaugateaux.co.za]

25.2. In the case of you, to the physical address and email address you used to register for the Château Gâteaux Loyalty App.

25.3. If the notice is sent by registered post, it shall be deemed to have been duly given 5 business days after posting if posted to an address set out in clauses 25.1 and 25.2.

Loyalty Program Terms and Conditions:

26. For in-store purchases, the Château Gâteaux Loyalty Program works on a stamp system in terms of which:

- 1 x hot beverage purchase (excluding Kiddychino and Hot Water with/without Lemon and/or Honey) = 1 stamp,
- 10 x hot beverage purchases (excluding Kiddychino and Hot Water with/without Lemon and/or Honey) = 1 hot beverage & 1 slice of cake reward (of your choosing)
- 1 x Medium cake purchase = 1 stamp
- 10 x Medium cake purchases = 1 Medium cake reward (of your choosing)
- 1 Large cake = 1 stamp
- 10 Large cakes = 1 Large cake reward (of your choosing)

27. For online purchases the Loyalty Program works on a stamp system in terms of which:

- 1 Medium cake purchase = 1 stamp
- 10 Medium cakes = 1 Medium cake reward (of your choosing)
- 1 Large cake = 1 stamp
- 10 Large cakes = 1 Large cake reward (of your choosing)

28. Rewards stamps can only be redeemed for the equivalent goods identified in clauses 27 and 28 in-store for in-store purchases only. Rewards cannot be redeemed at our online store.

29. A stamp can only be earned at the till point by scanning the app, or online by including your Loyalty App ID to earn points at the conclusion of your purchase. No stamps can be earned once the transaction has been concluded.

30. At no point during the in-store transaction will you be required to hand over your cell phone or mobile device to our staff.
31. Stamps are only redeemable once all required stamps have been collected to exchange for a particular equivalent good.
32. Stamps cannot be earned and exchanged for cash or any other food or beverage item than the goods listed in these App Terms and Conditions.
33. Stamps cannot be earned or redeemed in conjunction with any other special offer, promotion, discount or voucher.
34. To redeem stamps, you will need to present the Château Gâteaux app at the till point in our stores before ordering and paying for the goods. No stamps can be redeemed once the transaction has been concluded with the exception of clause 40.
35. There can only be one completed redemption per transaction. Should there be more than one completed card to be redeemed, the cashier would have to process the transaction separately.
36. If there are stamps that need to be earned and redemption of a completed card in one transaction, the earning of stamps has to be done first. The cashier will complete the earning of stamps first, before the redemption of the completed stamps.
37. Once the necessary number of stamps has been collected, you may redeem them in-store only by choosing from any of our individual cakes, slices and pastries along with any hot beverages (excluding Kiddychino and Hot Water with Lemon and/or Honey).
38. The Château Gâteaux Loyalty App and Program can only be used at Château Gâteaux stores nationwide or at our online store (excluding the Factory Shop).
39. A stamp will not expire until the earlier of the date on which it has been redeemed in exchange for the particular equivalent good or three years after the date on which the stamp was issued.
40. Should the loyalty system for whatever reason not be working by means of earning points or redeeming a reward at a specific time then your details must be provided to the cashier to log a call with the customer care department to manually load the points or remove the reward from your profile depending on the transaction.