



Hierdie vorm is ook in Afrikaans beskikbaar - Vormnommer 00164276.

### 1 Introduction

- 1.1 These Terms become effective when you complete the registration process for the UCount Rewards programme and accept them.
- 1.2 You must read these Terms (together with your Welcome Pack and the Programme Rules) and make sure that you understand everything.
- 1.3 You must, at all times, comply with these Terms as they are a binding agreement between you and us.

**1.4 Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics. You must pay special attention to these clauses.**

### 2 Definitions

- The singular refers to the plural and the plural refers to the singular. References to days are to calendar days.
- 2.1 **3D Secure** means 3D Secure, a free service which provides an extra layer of security when you make online purchases from merchants and includes any updates and/or upgrades to 3D Secure from time to time.
  - 2.2 **3D SecureCode** means the confidential personal identification number we give you online for your UCount Rewards Card so that you can operate 3D Secure.
  - 2.3 **Caltex** means a participating Caltex forecourt from which you can Collect Rewards Points when using your Card to pay for your fuel purchases at any of their participating service stations in South Africa, and from which you can Redeem Rewards Points when using your UCount Rewards Card.
  - 2.4 **Card(s)** means all personal Standard Bank Debit, Credit and Cheque Cards issued in South Africa, excluding Blue Bean Credit Cards, Diners Club Cards, Garage Cards, Fleet Cards, virtual cards and any Co-branded Credit Cards.
  - 2.5 **Channel** means the various options available to you and us for contacting each other. These include, but are not limited to, our Website, the Contact Centre, our branches, email, SMS, MMS, telephone and post.
  - 2.6 **Collect/Collecting** means the process by which you can collect Rewards Points when using your Cards, Excluding virtual cards.
  - 2.7 **Collection Rate/Collect Rate** means the rate at which we calculate the amount of Rewards Points that are credited to your Rewards Account and which is set out in the Programme Rules.
  - 2.8 **Collection Cap/Collect Cap** means the maximum amount of Rewards Points that you can collect from us as set out in the Programme Rules.
  - 2.9 **Contact Centre** means the UCount Rewards contact centre which can be reached on **0860 826 868** between the hours of 8am and 5pm from Monday to Friday and between 8am and 12pm on Saturdays.
  - 2.10 **FICA** means the Financial Intelligence Centre Act, 38 of 2001, as amended from time to time, as well as subordinate legislation.
  - 2.11 **Fixed Cycle** means the period of time that runs from the 16th day of one month until the 15th day of the following month.
  - 2.12 **Fraudulent Transaction** means any transaction which, in terms of the laws of the Republic of South Africa, would constitute fraud, without it being necessary for us to prove such fraud.
  - 2.13 **Good Standing** means that you are not in breach of any of your obligations towards us, that all your accounts with us are up to date, not in arrears, dormant, or overdrawn and you and all your accounts are FICA compliant and compliant with all other applicable laws and our internal policies or are considered to be in good standing for any other reason.
  - 2.14 **Group** means our affiliates, associates, subsidiaries and divisions together with our holding company and its affiliates, associates, subsidiaries and divisions.
  - 2.15 **Participating Grocery Retailer** means a retailer from which you can Collect Rewards Points on Qualifying Grocery Purchases when using your Card to pay for your purchases at any of their stores in South Africa. A list of Participating Grocery Retailers is set out in the Programme Rules.
  - 2.16 **Personal Information** means information about an identifiable, natural, or where applicable, juristic person, including but not limited to information about: age, biometric or medical information, birth, conscience, correspondence sent by the person that is directly or indirectly implicitly or explicitly of a private or confidential nature, or further correspondence that would reveal the contents of the original correspondence, culture, disability, education, email, financial, criminal or employment history, gender, identity number, language, location, marital status, nationality, ethnic or social origin, online identifier or other particular assignment to the person, personal opinions, views or preferences of the person or of another individual about the person, physical or mental health, postal or street address, pregnancy, race, religion, belief, sexual orientation, symbol, telephone number, the name of the person if it appears with other information, or if the disclosure of the information will reveal information about the person; and well-being.
  - 2.17 **PIN** means the confidential personal identification number used for operating your UCount Rewards Card.
  - 2.18 **Primary Account** means your personal transactional savings, current or credit card account with us, used to participate in UCount Rewards.
  - 2.19 **Process** means any operation or activity, whether automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use. **Processing** will have a similar meaning.
  - 2.20 **Programme Rules** means the various rules applicable to UCount Rewards as set out in Annexure A of these Terms.
  - 2.21 **Pro-rated Refund** means the refund that you will receive for the unused portion of your annual or monthly membership fee when you cancel your UCount Rewards membership.
  - 2.22 **Qualifying Grocery Purchases** means all perishable and non-perishable foodstuffs, substances that can be used to prepare food and all household cleaning products, beauty and health products that can be purchased from a Participating Grocery Retailer and excludes non-foodstuffs such as clothing, pharmaceuticals, tobacco, liquor, airtime, bill payments, lottery and casino purchases, travel and entertainment, gift cards, financial services, payments made for delivery charges and payments made to the Participating Grocery Retailer for payment of an account.
  - 2.23 **Qualifying Purchase** means any purchase excluding gambling, toll fees, cash advances, electronic funds transfers, inter account transfers and payments, cash withdrawals, foreign exchange purchases, cheques issued, stop and debit orders, fuel spend (except at Caltex) and garage card transactions and any exclusions for specific Rewards Retailers as set out in the Programme Rules.
  - 2.24 **Redeem** means using your Rewards Points to pay for products and/or services at Rewards Retailers, Redemption Retailers, the UCount Rewards Online Mall, UCount Rewards Travel Mall, through the Contact Centre or at Caltex.
  - 2.25 **Redemption Retailer** means the retailers at which you can use your UCount Rewards Card either in store or online to Redeem Rewards Points. A list of Redemption Retailers is set out in the Programme Rules.
  - 2.26 **Rewards Retailers** means a retailer from which you can Collect Rewards Points when using your Card either in store or online to pay for goods or services in South Africa, and from whom you can Redeem Rewards Points when using your UCount Rewards Card. A list of Rewards Retailers is set out in the Programme Rules.
  - 2.27 **Retro (on your monthly statement of account)** means Rewards Points reflected that were collected for a transaction from a previous Fixed Cycle, to a maximum of two previous Fixed Cycles.
  - 2.28 **Rewards Account** means the UCount Rewards account that we will open for you when we approve your registration for UCount Rewards.
  - 2.29 **Rewards Points** means the points you Collect and Redeem, as well as the points that we award to you, with UCount Rewards.
  - 2.30 **Rewards Tier Points/Tiering Points** means the number of points that are allocated at the end of a calendar month for a particular Rewards Tier Level, which is based on the banking products and services you use in your personal capacity and your banking activity each month, as set out in the Programme Rules.
  - 2.31 **Rewards Tier Level/Tiering Level** means the UCount Rewards tier that you qualify for based on the total number of your Rewards Tier Points, which is set out in the Programme Rules. Your Rewards Tier Level will determine your Collection Rate for the Fixed Cycle.
  - 2.32 **Secondary Account** means the account that is created for your spouse, life partner or family member.

- 2.33 **Secondary Card** means an additional plastic card that is issued off your Primary Account.
- 2.34 **Social Rewards** means the Rewards Points awarded to you for your social media posts on Twitter, as set out in the Programme Rules.
- 2.35 **Spend Cap** means the total value of your qualifying Card spend during a Fixed Cycle that qualifies you to Collect Rewards Points at the rates set out in the Programme Rules.
- 2.36 **Standard Bank/we/us/our** means The Standard Bank of South Africa Limited.
- 2.37 **Tax** means any tax, duty, levy, fee, contribution, penalty, interest and/or any other charge under the Tax Administration Act No 28 of 2011, as amended from time to time, including Customs and Excise, if payable, that may be imposed, levied, collected, withheld or assessed by a Tax Authority, together with any penalties, fines or interest.
- 2.38 **Tax Authority** means any governmental authority or other regulatory body which has the power to impose Tax and includes but is not limited to the South African Revenue Service.
- 2.39 **Terms** means the terms and conditions for UCount Rewards as set out in this document read together with the Programme Rules.
- 2.40 **Third-Party Vendor** means a pre-approved external vendor, Rewards Retailer, Participating Grocery Retailer, Caltex or Redemption Retailer that provides services to us specifically for UCount Rewards.
- 2.41 **UCount Rewards** means the rewards programme that we offer to you that rewards you for your banking relationship with us.
- 2.42 **UCount Rewards Card** means the prepaid debit card that we issue to you when you join UCount Rewards for Redeeming Rewards Points at Rewards Retailers, Redemption Retailers and Caltex.
- 2.43 **UCount Rewards Online Mall** means an online facility where you can use your Rewards Points, a card or a combination of Rewards Points and a card to buy various products and services.
- 2.44 **UCount Rewards Travel Mall** means an online facility where you can use your Rewards Points a card or a combination of Rewards Points and a card to buy various travel-related products and services.
- 2.45 **UCount Tiering Rules** means the tiering rules for UCount Rewards which are set out in the Programme Rules.
- 2.46 **Website** means the Internet website with the address [www.standardbank.co.za/ucount](http://www.standardbank.co.za/ucount).
- 2.47 **Welcome Pack** means a step-by-step guide to how UCount Rewards works and the benefits you will receive once you have registered for the UCount Rewards programme.
- 2.48 **you/your** means a Standard Bank customer who holds a Primary Account (in his or her individual capacity) and has registered as a member of the UCount Rewards programme.
- 3 Registration**
- 3.1 If you are 18 years old or older, and have a Primary Account, you can make an application to register for UCount Rewards:
- 3.1.1 on the Website;
- 3.1.2 through the Contact Centre; or
- 3.1.3 at a branch.
- 3.2 If you are under the age of 18, and have a Primary Account, you can make an application to register for UCount Rewards at a branch if assisted by a parent or legal guardian.
- 3.3 We may accept or decline an application for registration and/or cancel your membership of UCount Rewards at any time, without giving reasons and without incurring any penalties.
- 3.4 We will inform you once we have approved your application.
- 3.5 You will not be able to Collect or Redeem any Rewards Points until we have approved your application for registration for UCount Rewards.
- 4 Cooling-Off Period after Registration**
- 4.1 You can cancel your UCount Rewards membership at any time by calling the Contact Centre.
- 4.2 If you cancel your membership and you apply to rejoin UCount Rewards within one year of such cancellation, you will be charged a rejoining fee, which is set out in the Programme Rules.
- 4.3 If you receive your Welcome Pack by:
- 4.3.1 **Post** - you will receive a full refund of your monthly or annual membership fee (whichever is applicable) if you cancel your membership within 21 days of registration. If you chose to pay your membership fee annually or monthly and cancel after 21 days, you will receive a Pro-rated Refund, which will be paid into the account from which your debit order was processed.
- 4.3.2 **Email** - you will receive a full refund of your monthly or annual membership fee (whichever is applicable) if you cancel your membership within 7 days of registration. If you chose to pay your membership fee annually or monthly and you cancel after 7 days,
- you will receive a Pro-rated Refund, which will be paid into the account from which your debit order was processed.
- 4.4 If you do not receive your Welcome Pack, electronically or in the post, within 21 days of registering, please contact us so that we can resend it to you.
- 5 Accounts**
- 5.1 A qualifying account that is registered in two or more names will count towards your individual tiering calculation in keeping with the UCount Tiering Rules.
- 5.2 Secondary Accounts will not count towards your Rewards Tier Points.
- 5.3 You will Collect Rewards Points on Qualifying Purchases made on Secondary Cards linked to your Primary Account at your Collection Rate.
- 6 Collecting Rewards Points**
- 6.1 You can Collect Rewards Points:
- 6.1.1 by using a Card to pay for Qualifying Purchases;
- 6.1.2 by using a Card at Caltex to pay for fuel only;
- 6.1.3 by using a Card to pay for certain travel-related products and services on the UCount Travel Mall and products and services on the UCount Rewards Online Mall;
- 6.1.4 by using a Card to pay for Qualifying Grocery Purchases at Participating Grocery Retailers;
- 6.1.5 using a Card to pay for Qualifying Purchases at Rewards Retailers; and
- 6.1.6 Collecting Social Rewards.
- 6.2 **You will not Collect or Redeem Rewards Points when you pay for fuel purchases at a service station that is not a Caltex.**
- 6.3 **You will not Collect Grocery Rewards Points when you pay for any purchase at a Participating Grocery Retailer at a fuel forecourt.**
- 6.4 **UCount Rewards has been designed to reward you for using your Card in your personal capacity only. We are not liable for any losses or increased costs you incur because you move your business banking transactions to your personal account.**
- 6.5 Rewards Points will be calculated retrospectively for the Fixed Cycle and allocated to your Rewards Account at the end of the month.
- 6.6 We may change the Collection Rate, Collection Cap or Spend Cap on reasonable notice to you through one or more of our Channels.
- 6.7 Rewards Tier Points are calculated during each calendar month (for example, 1 June to 30 June) and are used to determine your Collection Rate. The Collection Rate is then used to calculate the Rewards Points on Qualifying Transactions in the next Fixed Cycle (for example, 16 June to 15 July). The Rewards Points will be allocated to you on the last day of the month following that Fixed Cycle (for example 31 July).
- 6.8 Your Collection Rate will increase the higher the Rewards Tier Level you are on. The Rewards Tier Levels are set out in your Welcome Pack, in the Programme Rules and on the Website. Rewards Tier Points are calculated from the first to the last day of a month in which your Fixed Cycle commences. For example, 1 June to 30 June for a Fixed Cycle starting on 16 June.
- 6.9 Rewards Retailers' Collection Rates and rules are at the Rewards Retailers' discretion and may be changed on reasonable notice to you.
- 7 Conditions for Collecting Rewards Points**
- 7.1 **Good Standing**
- 7.1.1 **You must be in Good Standing with us to be able to Collect and/or Redeem Rewards Points.**
- 7.1.2 **You will not Collect any Rewards Points if any of the products you hold with us are not in Good Standing.**
- 7.2 **Payment of membership fee**
- 7.2.1 If you do not pay your membership fee for two months, you will not be able to Collect Rewards Points. We will try to inform you that you must pay your membership fee within five days, and if you fail to do so, we will cancel your membership of UCount Rewards and your Rewards Points will be lost.
- 7.2.2 If you are not in Good Standing, you will not be able to Collect or Redeem Rewards Points, but you will still have to pay your membership fee.
- 7.3 **Fraudulent Collecting of Rewards Points**
- If you Collect Rewards Points fraudulently or are a party to a Fraudulent Transaction, we may cancel your membership of UCount Rewards. All Rewards Points Collected fraudulently or as a result of Fraudulent Transaction (whether or not you committed the fraud) will be lost (forfeited). This may result in a negative balance on your Rewards Account.

- 8 Expiry of Rewards Points**
- 8.1 All Rewards Points Collected are valid for five years from the date of issue. If you do not Redeem your Rewards Points before this time, they will expire. We will try to tell you in advance when your Rewards Points will be expiring and what portion will expire.
- 8.2 You cannot Redeem Rewards Points while you are not in Good Standing. If your Rewards Points expire while you are not in Good Standing, they will be lost.
- 9 Redeeming Rewards Points**
- 9.1 You can Redeem your Rewards Points:
- 9.1.1 through the Contact Centre;
- 9.1.2 at the UCount Rewards Online Mall;
- 9.1.3 at the UCount Rewards Travel Mall; and
- 9.1.4 by using the UCount Rewards Card only at Rewards Retailers, Redemption Retailers and Caltex in South Africa.
- 9.2 **You are responsible for making sure that the information you give us when Redeeming Rewards Points is correct. We cannot be held liable for losses if you give us incorrect information.**
- 9.3 **You must present your UCount Rewards Card whenever you want to Redeem your Rewards Points at a Rewards Retailer, a Redemption Retailer or a Caltex. Refer to the UCount Rewards Card section below.**
- 9.4 **Payment at Rewards Retailers, Redemption Retailers and Caltex can be made with a combination of your UCount Rewards Card and a Card, subject to the terms and conditions of the applicable Rewards Retailer, Redemption Retailer or Caltex.**
- 9.5 For virtual Redemptions at the UCount Rewards Online Mall, we will send the voucher number to the cellphone number we have on record for you.
- 9.6 **You cannot Redeem any Rewards Points if your Primary Account or any other products you hold with us are not in Good Standing.**
- 10 UCount Rewards Card**
- 10.1 Once you have registered and been approved for UCount Rewards, we will issue you with a UCount Rewards Card which you can use to Redeem Rewards Points. You can use your UCount Rewards Card to Redeem Rewards Points at Rewards Retailers, Redemption Retailers and Caltex.
- 10.2 You must activate and create a PIN for your UCount Rewards Card on the Website or by calling the Contact Centre. If you request a PIN from the Contact Centre, the PIN will be sent to the cellphone number we have on record for you.
- 10.3 When you use your UCount Rewards Card to Redeem Rewards Points online at Rewards Retailers, you must insert the 3D SecureCode to complete the transaction. You can get the 3D SecureCode by logging on to your UCount Rewards profile on the Website. If you forget the 3D SecureCode, you can get another 3D SecureCode at no cost on your UCount Rewards profile on the Website at any time.
- 10.4 If your UCount Rewards Card is lost or stolen you can order another UCount Rewards Card.
- 10.5 Your UCount Rewards Card will have an expiry date printed on the front of it and is valid until the last day of the month shown, unless we cancel your UCount Rewards Card earlier than this date.
- 10.6 You must sign your UCount Rewards Card in ink, in the space provided on the back, as soon as you receive it. Your UCount Rewards Card is not valid unless it is signed by you.
- 10.7 Your UCount Rewards Card can be used only at Rewards Retailers, Redemption Retailers and Caltex in South Africa that accept the UCount Rewards Card. **Your UCount Rewards Card can't be used for any other purpose.**
- 10.8 We will always be the owner of the UCount Rewards Card.
- 10.9 You are responsible for the safety of your UCount Rewards Card, PIN and 3D SecureCode. We will not be liable if your UCount Rewards Card is damaged, lost, stolen or copied.
- 10.10 You can view the Rewards Points Collected and Redeemed by logging on to your UCount Rewards profile on the Website and Mobile App.
- 11 Redeeming Rewards Points using your UCount Rewards Card**
- 11.1 When you use your UCount Rewards Card to pay for goods or services you must enter your PIN into the point-of-sale device or enter the 3D SecureCode when purchasing products or services online if the Redemption Retailer or Rewards Retailer is an online merchant.
- 11.2 You have three attempts to use your PIN. Thereafter your Card will be blocked, and you must call the Contact Centre to have a new PIN sent to your registered cellphone number.
- 11.3 You can get your 3D SecureCode on your UCount Rewards profile on the Website only. If you forget your 3D SecureCode, you can request a new one on your UCount Rewards profile on the Website by selecting 'Manage my UCount Rewards Card' and then selecting 'Get my 3D SecureCode'.
- 11.4 When you use your UCount Rewards Card to Redeem Rewards Points, we will process the transaction against your available Rewards Account balance. You will only be able to spend Rewards Points up to the value of Rewards Points in your Rewards Account.
- 11.5 You authorise us to deduct the full amount of each purchase from your Rewards Account whenever your UCount Rewards Card is used to pay for goods or services.
- 11.6 All transactions must be authorised by us against the Rewards Points in your Rewards Account.
- 11.7 We do not give any warranties, purchase protection, insurance, other promises or services.
- 11.8 Once you have paid for a purchase, you cannot stop payment for the transaction.
- 11.9 You are responsible for keeping track of your transactions to ensure that you do not exceed your Rewards Account balance.
- 11.10 You can Redeem a maximum of R20 000 worth of Rewards Points per month on your UCount Rewards Card.
- 12 Cancelling your UCount Rewards Card**
- 12.1 Your UCount Rewards Card will be cancelled when it expires. We will automatically reissue you with a new UCount Rewards Card, if the accounts you hold with us are in Good Standing.
- 12.2 You must destroy your UCount Rewards Card as soon as it expires.
- 12.3 If your UCount Rewards Card is lost, stolen or damaged, you must cancel your UCount Rewards Card through the Website or the Contact Centre. You can order a new UCount Rewards Card through the Contact Centre. A card replacement fee, which is set out in the Programme Rules will be charged for all replacement UCount Rewards Cards.
- 12.4 We may stop your UCount Rewards Card at any time, if necessary, to protect our interests.
- 13 Lost or Stolen UCount Rewards Cards**
- 13.1 You must keep your UCount Rewards Card, PIN and 3D SecureCode safe. We will not be liable for any loss or damage you suffer because of any fraudulent activity or event that we have no control over, including if the PIN or 3D SecureCode becomes known to a third party or if the UCount Rewards Card is damaged, lost, stolen or copied. Any Rewards Points that are Redeemed after the UCount Rewards Card or its details are lost or stolen will be lost. You must notify us immediately by calling the Contact Centre if your UCount Rewards Card, its details, the PIN or the 3D SecureCode are lost, stolen or compromised or any security measures we have put in place in connection with UCount Rewards have been compromised, and we will stop your UCount Rewards Card as soon as reasonably possible.
- 13.2 **To "stop" your UCount Rewards Card if you lose it or if it is stolen, call 0860 826 868 immediately or log onto your UCount Rewards profile on the Website and select "Manage your UCount Rewards Card".**
- 13.3 **You will be responsible for all payments made with your UCount Rewards Card before it is stopped.**
- 14 Refunds**
- 14.1 We will reverse any Rewards Points that you have Collected on any goods and services that are refunded on a Card.
- 14.2 If you do not have enough Rewards Points in your Rewards Account for us to reverse, your Rewards Account will go into a negative balance and we will reverse the remaining outstanding Rewards Points the following month.
- 14.3 If your Rewards Account has been closed or if, after a month, we could not recover the Rewards Points, then we will recover the value of the Rewards Points from your Primary Account.
- 14.4 If goods or services purchased from a Rewards Retailer or a Redemption Retailer on your UCount Rewards Card are returned, you will be refunded with either a voucher or a gift card, whichever is applicable to the respective Rewards Retailer or Redemption Retailer and in accordance with the Rewards Retailer or Redemption Retailer's return policy.
- 14.5 All goods or services paid for with a Card will follow our standard refund processes.
- 15 Fees**
- 15.1 A membership fee, which can be paid either monthly or annually, is payable when you register for UCount Rewards and monthly or annually thereafter for as long as you are a member of UCount Rewards. The membership fees are set out in the Programme Rules.

- 15.2 You will not be charged any fees when you pay for goods or services with your UCount Rewards Card.
- 15.3 You will not earn any interest on Rewards Points in your Rewards Account.
- 15.4 We will charge you a card replacement fee if we have to provide you with a replacement UCount Rewards Card for any reason.
- 15.5 We will charge any applicable fees to your Primary Account from which the fees in connection with UCount Rewards are debited.
- 15.6 **We may change any applicable fees after giving you reasonable notice.**
- 16 Rewards Account Statement**
- 16.1 You can call the Contact Centre and ask us for a Rewards Account statement or you can see your statement on your profile on our Website or on the Standard Bank mobile app.
- 16.2 Your Rewards Account statement will set out the total number of Rewards Points that have been Redeemed and Collected in each of the following categories:
- 16.2.1 **Card Rewards** - using a Card to pay for Qualifying Purchases;
- 16.2.2 **Fuel Rewards** - using a Card at Caltex to pay for fuel only;
- 16.2.3 **Grocery Rewards** - using a Card to pay for Qualifying Grocery Purchases at Participating Grocery Retailers;
- 16.2.4 **Retailer Reward** - using a Card to pay for Qualifying Purchases at Rewards Retailers;
- 16.2.5 **Social Rewards** - Rewards Points for your social media posts on Twitter; and
- 16.2.6 **other rewards.**
- 16.3 If there are any errors on your monthly Rewards Account statement or your Rewards Tier, you must call the Contact Centre within 60 days of the date of the statement, otherwise we will consider it as correct and final.
- 17 Incorrect Allocation of Rewards Points**
- We may reverse any incorrect Rewards Points allocated to your Rewards Account by way of an account debit. If an incorrect allocation is Redeemed before it is reversed, we may recover the value of those Rewards Points from you.
- 18 Membership Cancellation**
- 18.1 **Voluntary membership cancellation** – You can cancel your membership of UCount Rewards by calling the Contact Centre. **You must Redeem your Rewards Points before cancelling your membership, otherwise all Rewards Points that are not Redeemed will be lost.**
- 18.2 **Non-voluntary membership cancellation.**
- 18.2.1 We will automatically cancel your membership of UCount Rewards, and all Rewards Points that are not Redeemed will be lost immediately, if:
- your membership fee is in arrears for two months (we will try to send you notification of your non-payment before cancelling your membership);
  - your Primary Account is closed;
  - you engage in a Fraudulent Transaction; or
  - you breach any of these Terms.
- 18.3 **Legal incapacity**
- 18.3.1 If you are under curatorship or are sequestered, your Rewards Account will be cancelled. Your curator or sequestrator must immediately inform us of the relevant legal incapacity, and must provide us with any relevant documents we may request (such as court orders).
- 18.3.2 If you die, your account will be frozen. Your executor must provide us with a certified copy of your death certificate and any other documents we may request. The executor may instruct us to transfer the Rewards Points to another member's Rewards Account within 24 months of your death, otherwise the Rewards Points will be lost. Any of your Rewards Points that expire during the 24 month period will be lost. Your account will be cancelled once the Rewards Points have been transferred or at the end of the 24 month period, as mentioned above, whichever is earlier. **We will not be responsible for any loss because the executor did not transfer the Rewards Points to another member.**
- 18.4 All cancellations will take effect immediately.
- 18.5 You may not grant a third party power of attorney to operate your Rewards Account.
- 19 Re-registration**
- If you decide to re-register for UCount Rewards within 12 months of cancelling your Rewards Account, you will be charged a rejoining fee, which is set out in the Programme Rules. You will not be charged a rejoining fee if you re-register after 12 months.
- 20 Website**
- 20.1 You can access your UCount Rewards profile by entering a username and password on our Website.
- 20.2 When logging on for the first time, you must enter your South African identity number or passport number in the 'Username' field. You will then be sent a One-Time Password and will be asked to choose a username and password.
- 20.3 We may change, suspend or close the Website temporarily or permanently without notice. We may also limit certain services, features or functions, and restrict access to all or parts of any service on the Website.
- 20.4 **Your use of the Website is dependent on factors beyond our control, such as the network coverage or availability of your Internet service provider. We do not guarantee that the Website is safe to use on any electronic device. We are not liable for any loss or damages you may suffer as a result of your use of the Website.**
- 20.5 We recommend that you use suitable, up to date software, including anti-virus, anti-spam and anti-phishing software to minimise any risks related to using the Internet and the Website.
- 20.6 Our Website may contain hyperlinks to external websites. By making the hyperlinks available, we are not in any way endorsing or recommending the external website or products and/or services offered on such websites.
- 21 Contact Centre**
- When you contact the Contact Centre, we will only give you information on your Rewards Account or be allowed to Redeem Rewards Points if you answer the security questions correctly.
- 22 Security Measures**
- If you believe that your UCount Rewards Card, its details, your UCount Rewards profile, your PIN, the 3D SecureCode or any other security measures we have put in place, to protect your Rewards Account, have been compromised, you must call the Contact Centre immediately to report this.
- 23 Communications**
- We will communicate with you from time to time regarding UCount Rewards, for example to advise you what your rewards balance is. We will also communicate with you when we are required to do so by any applicable laws.
- 24 Privacy Note**
- 24.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud prevention, compliance purposes as well as the purposes set out below.
- 24.2 You confirm that if you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into, out of and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 24.3 You consent to us Processing your Personal Information:
- 24.3.1 to provide products and services to you in terms of these Terms and any other products and services for which you may apply;
- 24.3.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);
- 24.3.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;
- 24.3.4 by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services;
- 24.3.5 within the Group.
- 24.4 You will find our Processing practices in the Group privacy statement and our in privacy statements. These statements are available on our websites or on request.
- 24.5 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live, you should get independent advice.

## 25 Disclaimers and Exclusions of Liability

- 25.1 We are not responsible for any loss or damage, including consequential loss or damage (Loss), due to your membership or cancellation of your membership or your participation in UCount Rewards, including in relation to use of the Website and Collecting or Redeeming Rewards Points.
- 25.2 We are not responsible for any Loss due to any failure or malfunction of electronic systems or facilities or delay in a point-of-sale device or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.
- 25.3 Except as required by any applicable laws, we make no representations or warranties about UCount Rewards of any kind, express or implied, including any warranties as to fitness for a particular purpose.
- 25.4 Your dealings with Redemption Retailers, Rewards Retailers and Caltex, including payment for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such retailer. You must comply with the retailer's terms and conditions. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.
- 25.5 If you have any disputes with respect to any transaction made using Rewards Points, you must contact the Rewards Retailer, Redemption Retailer or Caltex with which you entered into the transaction.

## 26 Indemnity

You agree to indemnify us against any loss or damage we may suffer as a result of our reliance on any warranty, representation or information given by you in relation to these Terms, your membership of UCount Rewards or your breach of these Terms or any applicable laws.

## 27 Intellectual Property Rights

- 27.1 We own all intellectual property rights in our Website and all content published on or via our Website, including but not limited to all proprietary information and trademarks on the Website and copyright therein. You may view content and download one copy of it onto a computer or other device or storage media, and you may print and make paper copies of it, but only if:
- 27.1.1 it is for using or deciding about the UCount Rewards Online or Travel Mall's goods and services;
- 27.1.2 it is not used for any commercial purposes; and
- 27.1.3 any copy of the content or portion of it from any part of our Website shows our copyright notice.
- 27.2 The devices and trademarks on our Website are our registered and unregistered trademarks or those of other parties. Nothing on our website is a licence (permission) or right to use any trademark or any other intellectual property for any other purpose.
- 27.3 You may not, without our prior written permission, use our intellectual property or that of a third party.
- 27.4 You may not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise to the Website or any subsidiary pages without our prior written consent, which consent is at our sole discretion.
- 27.5 Even if any content on our Website is not confidential or there is no copyright in it, we own all of it and you have no rights in it.

## 28 General

- 28.1 We reserve the right to change these Terms at any time without notice to you. We will tell you about material changes by putting a notice about this on the Website, by sending you an email or by sending you an SMS. If you don't agree to the changes you must not use UCount Rewards anymore. If you continue to use UCount Rewards, we can assume that you have read, understood and agree to the new Terms.
- 28.2 We will assume that you have received any notice we send you within seven days of posting, or on the same day if delivered by hand or sent by fax or email.

28.3 From time to time, UCount Rewards may require Third-Party Vendor participation. In such instances, the Third-Party Vendor's terms will apply. It is your responsibility to make sure that you understand all Third-Party Vendors' terms.

- 28.4 You agree that we may sue you in a Magistrate's Court, even if our claim against you exceeds the jurisdiction of the Magistrate's Court.
- 28.5 A favour or concession we may give you will not affect any of our rights against you.
- 28.6 You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney at own client scale, collection fees and tracing fees.
- 28.7 A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate unless the contrary is proved.
- 28.8 These terms are governed by South African law.
- 28.9 You may not change any of these Terms.
- 28.10 Your telephone conversations with the Contact Centre, will be recorded and stored for record-keeping purposes for a period of five years.

## 29 Tax

- 29.1 You are responsible for any Tax chargeable and/or declared as a result of any Rewards Points Collected, transferred, ceded or Redeemed by you or a person that you represent.
- 29.2 Please note that we do not give any Tax advice. The contents of these Terms and the contents on the Website do not constitute Tax advice.
- 29.3 You are responsible for getting Tax advice from an independent, professional Tax advisor about any Tax chargeable or due to be levied and/or declared as a result of any Rewards Points Collected, transferred, ceded or Redeemed by you or a person that you represent as a result of your participating in UCount Rewards.
- 29.4 By taking part in UCount Rewards, you acknowledge that we are not responsible for any damages suffered or that may be suffered as a result of a Tax due by you in your personal or representative capacity, whether in common law or otherwise, including any legal practitioner and client fees, whether agreed to or as a result of a court order.

## 30 Complaints and Query Resolution

- 30.1 If you want to complain or have a query, you can either call the Contact Centre or send an email to: [enquiries@ucount.co.za](mailto:enquiries@ucount.co.za) or fax **021 700 8758**.
- 30.2 The Contact Centre's operating hours are Monday to Friday: 8am to 5pm, Saturday: 8am to 12pm, Sunday and public holidays: Closed
- 30.3 If you are not satisfied with the outcome of a complaint, you can escalate it to the Complaints Resolution Centre by calling them on **0860 101 101** or emailing them on [complaints.resolutionCentre@standardbank.co.za](mailto:complaints.resolutionCentre@standardbank.co.za).
- 30.4 We are a member of the Banking Association of South Africa, which has appointed an independent Ombudsman for Banking Services ("Ombud") to deal with complaints.
- 30.5 If we do not solve your problem or you are not happy with the way that your problem was solved, then you may use the services of the Ombud who can be contacted in one of the following ways: Telephone **0860 800 900** or **011 712 1800**; Fax **086 676 6320** or **011 483 3212**; Email [info@obssa.co.za](mailto:info@obssa.co.za); or Website [www.obssa.co.za](http://www.obssa.co.za).

## 31 Address for Legal Notices

- 31.1 Your street address on your registration form is your chosen address for receiving any legal notices and documents. You must let us know immediately if your address changes.
- 31.2 The registered address on the [www.standardbank.co.za](http://www.standardbank.co.za) website is our chosen address where any legal document must be served or delivered.
- 31.3 Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to these documents or notices.