

Make It With Mica Cardholder Terms & Conditions

1. GENERAL INFORMATION

- 1.1. This document contains the standard terms and conditions governing the participation in the Make It With Mica Loyalty Programme by qualifying individuals.
- 1.2. Any person that validly subscribes to the Make It With Mica Loyalty Programme (“Cardholder”) enters into a binding agreement with Mica Investments (Pty) Ltd (“MICA”), the terms of which are set out in this document. **MICA may amend or update these terms from time to time. MICA will publish a general notice of such changes on its website at www.mica.co.za.**
- 1.3. **Such changes will become effective on the date that the notice is published. It is your responsibility to check the website for such notifications. Your continued participation in the Make It With Mica Loyalty Programme after publication of such notices will be deemed as an acceptance of such changes.**
- 1.4. **These terms contain specific provisions which limit the liability of MICA, allocate risk or constitute an acknowledgement of facts by the Cardholder. These terms have been set out in BOLD, 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 Make It With Mica Loyalty Programme.**

2. ELIGIBILITY FOR MEMBERSHIP

- 2.1. An individual may subscribe to the Make it With Mica Loyalty Programme and become a Cardholder by completing the Make It With Mica Loyalty Programme application process, either online via the Make it With Mica online registration, or at a participating MICA store 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 12. If the individual is not yet 18, at the time of subscription, s/he/they must obtain his/her/their 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 Make It With Mica Loyalty Programme is offered at the sole discretion of MICA and MICA 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 Make It With Mica Loyalty Programme will be required to provide certain information about themselves to MICA and must ensure that such information is correct and accurate.
- 3.2. MICA will process the Personal Information:
 - 3.2.1. To process the application for subscription to the Make It With Mica Loyalty Programme;
 - 3.2.2. To enable the applicant’s participation in the Make It with Mica Loyalty Programme in accordance with these terms;
 - 3.2.3. For the purposes of information the Cardholder about products and services which MICA believes may be of interest to the Cardholder; and
 - 3.2.4. As may otherwise be permitted or required by applicable law.
- 3.3. MICA may disclose Cardholder Personal Information to entities appointed by it to:
 - 3.3.1. On its behalf Process Personal Information for any of the purposes stated under clause 3.2; or
 - 3.3.2. To promote the Make It With Mica Loyalty Programme
- 3.4. MICA 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

MICA, or the provision of information which is incorrect may result in the Cardholder not being able to participate in the Make It With Mica Loyalty Programme.

- 3.5. MICA 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 Make It With Mica Loyalty Programme (such as hosting services providers), some of which may be based outside of the Republic of South Africa.
- 3.6. "Personal Information" of Cardholders comprises personally identifiable information relating to Cardholders which is provided the Cardholder to MICA in connection with his/her/their participation in the Make It With Mica Loyalty Programme as well as personally identifiable information of the Cardholder which is collected by MICA from publicly available resources (such as credit bureaus) and third parties which are permitted to furnish such information to MICA.
- 3.7. Cardholders must advise MICA of any change in the Personal Information furnished by him/her/them as soon as practical after the change and submit such changes to MICA in writing. MICA 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.
- 3.8. **NOTWITHSTANDING THE AFOREMENTIONED, MICA MAY USE CARDHOLDER'S PERSONAL INFORMATION TO DERIVE STATISTICAL INFORMATION AND TO USE SUCH INFORMATION IN AN UN RESTRICTED MANNER, PROVIDED THAT SUCH DOES NOT RESULT IN THE DISCLOSURE OF THE CARDHOLDER'S IDENTITY.**
- 3.9. Cardholders may by email to makeit@mica.co.za request that MICA;
 - 3.9.1. Confirm what Personal Information of the Cardholder is held by MICA
 - 3.9.2. Confirm which persons/entities have been furnished with Personal Information of the Cardholder; or
 - 3.9.3. Request that MICA correct, erase or cease processing Personal Information to the extent that such processing is based upon the Cardholder's consent, or that MICA is no longer permitted to retain, or which is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or has been lawfully obtained.
- 3.10. MICA will comply with any request made in terms of clause 3.9 as soon as possible, provided that it may refuse to comply with such request if permitted or required thereto by applicable law.
- 3.11. MICA may hold Cardholder Personal Information for as long as the Cardholders are subscribed to the Make It With Mica Loyalty 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 Make It With Mica Loyalty Programme membership cards, physical or virtual, once they have validly subscribed to the Make It With Mica Loyalty Programme.
 - 4.1.2. The Cardholder **MUST** present his/her membership card to earn or redeem points when purchasing eligible merchandise (as defined below) from any participating Mica Store.
- 4.2. Earning and Accumulation of Points
 - 4.2.1. Cardholders shall be awarded points when they purchase selected merchandise ("**eligible merchandise**") at a participating Mica Store. Points are calculated as a percentage of the total purchase price of the **eligible merchandise**. Points shall accrue to the Cardholder's Make It With Mica Loyalty Programme account, ("**cardholder account**"), which shall be held and administered by MICA.
 - 4.2.2. Cardholders may also receive points as a result of participation in promotional competitions sponsored or organized by MICA. The awarding of points pursuant thereto may be subject to additional terms which shall be brought to the Cardholder's attention.

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

4.2.4. Accessing the Make it With Mica Member/Cardholder Website at <https://mica.loyaltyplus.aero/loyalty/index.jsf>; or downloading the Make It With Loyalty Rewards App and logging into your relevant profile.

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

4.3. REDEEMING POINTS

4.3.1. A Cardholder may elect to redeem his/her/their points when purchasing eligible merchandise from any participating MICA store.

4.3.2. A Cardholder may choose to redeem all or only a portion of the points available in his/her/their Cardholder account. Where insufficient points are available in the Cardholder Account to enable the purchase of eligible merchandise, the Cardholder may supplement the points with a cash payment.

4.3.3. Cardholders may not, and will not be able to, redeem more points than are available in their Cardholder Account.

4.3.4. If any refund is issued by MICA to the Cardholder in respect of the purchase of the eligible merchandise in respect of which points were redeemed by the Cardholder, such points will be credited to the Cardholder's Cardholder Account.

4.3.5. **POINTS MAY NOT BE REDEEMED FOR CASH, CREDIT OR ANY OTHER CONSIDERATION.**

4.3.6. **POINTS ARE PERSONAL TO THE CARDHOLDER AND CANNOT BE SOLD. IN TIME POINTS MAY BE TRANSFERRED BY THE CARDHOLDER TO ANOTHER MICA CARDHOLDER, SHOULD THE QUALIFYING CRITERIA AND SECURITY PROTOCOLS BE MET.**

5. EXPIRY OF REWARDS / POINTS

5.1. Points are earned with effect from the date of the relevant eligible transaction notwithstanding the date that the points are credited to the Cardholder's Account.

5.2. **IF A CARDHOLDER DOES NOT USE HIS MAKE IT WITH MICA CARD FOR A CONTINUOUS PERIOD OF THIRTY SIX (36) MONTHS CALCULATED FROM ANY DATE, THE CARDHOLDER'S ACCOUNT WILL BE MARKED AS EXPIRED. MICA WILL ENDEAVOUR TO PROVIDE ADVANCE NOTICE TO THE CARDHOLDER PRIOR TO SUCH EXPIRY OR CANCELLATION. AT THE TIME OF EXPIRY, MICA WILL CHARGE THE CARDHOLDER A MONTHLY ADMINISTRATION FEE OF 100 POINTS OR TEN RAND (R10) PER MONTH TO MAINTAIN THEIR ACCOUNT PROFILE.**

6. ACCOUNT BALANCE NOTIFICATIONS

6.1. MICA will send out a monthly SMS notification to the Cardholder confirming the Points balance in the Cardholder Account. Alternatively, the Cardholder may view such balances online at <https://mica.loyaltyplus.aero/loyalty/index.jsf> or by downloading the Make It With Mica App and logging into their Profile.

7. LIABILITY

IN NO EVENT WILL MICA 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 MAKE IT WITH MICA LOYALTY REWARDS PROGRAMME (WHETHER IN CONTRACT, DELICT OR STATUTE, INCLUDING FOR NEGLIGENCE) AND THE CARDHOLDER AGREES TO INDEMNIFY MICA AGAINST ANY SUCH

LOSS AND DAMAGE, SAVE ONLY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW.