

## Terms and Conditions of the Wimpy Visa Electron Gift Card

Your application for and / or use of the Wimpy gift card shall be subject to the following terms and conditions.

### Definitions

- "card" means The Wimpy Gift card.
- "cardholder" means the person who uses the card.
- "you" or "your" means the cardholder.
- "we" or "us" means Wimpy, Drawcard and Bidvest.
- "Drawcard" means Drawcard (Proprietary) Limited (Registration No. 2003/019899/07).
- "Bidvest" means Bidvest Bank Limited (Registration No.2000/006478/06).
- "Wimpy" means Wimpy Marketing Fund Proprietary Limited (Registration No. 1972/012447/07).
- "Visa Rules" means those rules, regulations, by-laws as published from time to time by Visa International Services Association, and all of its subsidiaries, affiliates, successors or assigns, as amended, modified or substituted from time to time.

### 1. Your card

- 1.1. You agree that these terms and conditions apply to you and, any subsequent cardholder, by gift or otherwise.
- 1.2. The card may not be refunded or exchanged for cash or credit.
- 1.3. We may verify your identity and may decline to issue a card if you cannot give us satisfactory proof of your identity. (i.e. ID document)
- 1.4. The cardholder must sign in ink in the space provided at the back of the card as soon as he or she receives it - only the person whose signature is on the card is authorised to use it.
- 1.5. Bidvest remains the owner of the card.
- 1.6. Purchase authorisation will be declined if terms and conditions are breached.
- 1.7. At expiry of the card, you forfeit all unused funds.
- 1.8. The card is not re-loadable.

### 2. Using your Gift card

- 2.1. The card has an expiry date which is printed on the front of the card and it will be valid until the last day of the month as printed on the front of the card.
- 2.2. The card may only be used in South Africa.
- 2.3. The card may be used to pay for goods and services at suppliers/merchants who display the Visa Electron logo. When paying, you must sign a transaction slip and keep it for your records. No remote transactions are allowed, such as ordering via mail, telephone or Internet.
- 2.4. The total Rand amount of purchases will be deducted from the value of the card.
- 2.5. All transactions in excess of the card balance will be declined.
- 2.6. We, Drawcard and Bidvest will not be liable if a supplier/merchant refuses to accept your card.
- 2.7. We, Bidvest, DrawCard, Visa, and their affiliates, employees, and agents are not responsible for the services or merchandise purchased with the card or for the return or exchange thereof.
- 2.8. Exchange or return of merchandise purchased in whole or in part with the card will be governed by the procedures and policies of the merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the card.
- 2.9. You acknowledge that your use of the card may be suspended or terminated from time to time for any reason whatsoever and that we, Drawcard and Bidvest shall have no liability whatsoever in consequence of any such suspension or termination.

### 3. Unauthorised use of your card

- 3.1. You are responsible for the safekeeping and proper use of your card, neither will Drawcard, Bidvest or us be liable if it is damaged, lost, stolen or copied.
- 3.2. You must notify us immediately if your card is lost or stolen. We will stop the card as soon as reasonably possible after being advised, but you will be responsible for all cash withdrawals and payments made with the card before such notification.
- 3.3. Unauthorised transactions may be disputed by you which will be investigated after the receipt of an affidavit from you that you did not authorise the transaction.

### 4. Malfunction of electronic facilities

- 4.1. We are not responsible for any loss arising from any failure, malfunction or delay in any electronic device, resulting from circumstances beyond our reasonable control.
- 4.2. Unless a reversal or charge-back is allowed by and authorised pursuant to the Visa Rules –
  - 4.2.1. We are unable to reverse or charge-back any payment;

- 4.2.2. Any dispute with a merchant/supplier regarding a reversal or charge-back should be resolved by you with that merchant/supplier; and
- 4.2.3. All payments made to a merchant/supplier for any transaction are final and irreversible.

**5. Interest and other charges**

- 5.1. No interest will accrue on positive balances on your card.

**6. Applicability of Visa Rules**

- 6.1. To the extent relevant, the Visa Rules apply to this contractual relationship, and shall be deemed to be incorporated herein by reference.

**7. Termination of agreement**

- 7.1. You may, at any time, terminate this agreement by destroying the card by cutting through the magnetic stripe and account number. You will be responsible for any transactions if the card is not destroyed correctly and is used.
- 7.2. We may choose at any time to revoke your card to protect our interests.
- 7.3. Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before termination.

**8. General**

- 8.1. You may not vary these rules.
- 8.2. South African law governs these rules.
- 8.3. Card statements will not be forwarded to you but balances can be requested by calling the DrawCard Customer Support Centre on 086 111 1234.

**9. Third Party Service Providers**

You acknowledge and agree that:

- 9.1. Wimpy may not, for whatever reason, perform the card related functions or services required pursuant to the Visa Rules, including without limitation, transaction authorisation and settlement services, which only members of Visa or their appointed agents may perform.
- 9.2. Wimpy shall be entitled without restriction to nominate any third party supplier/s (including, without limitation Drawcard and Bidvest) to render those functions or services (in whole or in part) required on its behalf.

**10. Unlawful Use**

- 10.1 The card may not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the Cardholder's jurisdiction.