

# Terms and Conditions

Last Updated: 1 July 2023

## Interpretations

1. "Company" means "DeLonghi South Africa"
2. "Program" means "The My DeLonghi Claims"
3. "Administrator" means "Model Citizen Marketing CC" who is a third-party supplier contracted by DeLonghi South Africa
4. "Portal" means the online system in which the MyDeLonghiClaims Program is held which resided on [www.MyDeLonghiClaims.co.za](http://www.MyDeLonghiClaims.co.za) and [www.MyDeLonghiClaims.africa](http://www.MyDeLonghiClaims.africa)
5. "Incentive" means the funds received as an Incentive for the sale of a selected Product
6. "Product" means the Product/s that are part of the Program that a Participant can claim an Incentive for when selling it to one of their clients

## Introduction

1. The My DeLonghi Claims Program has been designed to promote the sale of selected DeLonghi, Kenwood and Braun products;
2. This Program provides an opportunity for a participant to generate an additional revenue, in addition to any other sources of income they may have;
3. This Program is managed by the Administrator who acts on behalf of the Company as a third parties.

## Requirements for participating in the Program

1. In order to qualify as a participant in the Program, an individual must be currently employed at one of the participating stores at the time of registration.
2. Participants must be located within South Africa in order to participate.

## Registration Process

1. As soon as participants register on the Portal, they agree to abide by the terms and conditions of this Agreement and the Portal Terms and Conditions, which are considered legally binding and valid for them.
2. To enrol in the Program, the following personal information is required:
  - a. First name and surname

- b. ID number or passport number
  - c. Email Address
  - d. Cell phone number
  - e. Valid SARS Tax Number
  - f. Residential Address
  - g. Bank Account Details
  - h. Documents to be uploaded
    - i. Proof of identity
    - ii. Proof of residence not older than three months that displaying a physical address in the name of the Participant
    - iii. Proof of Bank Account (confirmation letter from bank or bank statement not older than three months)
3. The Participant guarantees that all the information they have provided is precise and correct.
  4. If any of the participant's information changes, they must notify the Administrator and update the information on the Portal within three days of the changes occurring.
  5. By registering, a Participant consents to receive communication regarding the Program.
  6. As a participant, registering implies an agreement to maintain strict confidentiality and not reveal to any third party any information obtained in connection with any of the services provided by the Administrator. In the event of any loss or unauthorised disclosure of information, the participant must inform the Administrator.
  7. Unless otherwise agreed upon in writing by the participant and the Administrator, any information or material submitted to the Administrator will be considered non-confidential.
  8. If a participant's account remains inactive for a period of 90 calendar days, it will be suspended and will need to be reactivated. The participant must contact the help desk to reactivate their account.
  9. The Administrator has the right to terminate or suspend the registration of a Participant without notice if the Participant is no longer employed at the store they are registered under, or if there is a change in their role at the store that makes them ineligible to participate.
  10. The Company has the right to take legal action and/or inform the Participant's employer if there is any fraudulent activity on the Program.
  11. If a Participant is deleted from the Program or denied access to the Program due to fraud, they will not be able to re-join the Program.
  12. By participating in the Program, Participants acknowledge and agree that they are not employees of the Company, and their participation in the Program is solely for the purpose of receiving the benefits and Incentives offered by the Program.
  13. The Company and the Administrator retains the right to decline any request from a Participant or cease any services provided to a Participant if it is deemed necessary in accordance with relevant laws or lawful reasons.

# Claim and Incentive Process

1. For a participant's claim to be considered valid and be eligible for an Incentive, the following conditions must be met:
  - a. The participant must have an active profile on the Portal.
  - b. All necessary information and supporting documents related to the claim and the relevant sale of the selected product must be uploaded to the Portal within 5 (five) working days from date of sale.
2. If a claim fails to meet the criteria for a valid claim, the participant will not qualify to receive an Incentive.
3. To earn Incentives, participants must submit claims via the Portal and provide the following information:
  - a. Transaction date;
  - b. Full invoice number;
  - c. Product name
  - d. Proof of sale document in the form of a valid invoice
4. Participants are responsible for ensuring that all information submitted through the Portal is accurate and matches the information indicated on the documentary proof of sale.
5. The following information is used to create and verify claims:
  - a. Transaction date;
  - b. Invoice Number;
  - c. Participant Salesman Code;
  - d. Participant Store;
  - e. Product Code
  - f. Incentive rules based on date and product
6. Claim process:
  - a. Once a claim is received, it will undergo moderation and verification within 48 working hours (Monday through Thursday) to confirm the accuracy of the information provided by the participant, this verification process is aimed at ensuring that all information provided is factual.
  - b. Upon completion of the moderation process, the claim will either be approved and granted valid claim status, or rejected and marked as declined or invalid with an explanation why.
  - c. The status of the claim will be made available to the participant in their account profile within the Portal and an automated email will be sent to the participants provided email address.
  - d. If the claim/s are deemed valid, the participant will receive the corresponding Incentive payment, which will be deposited into the bank account provided by the participant.
  - e. Incentive payments are made on a weekly basis, specifically every Tuesday. If a Tuesday falls on a public holiday, the payment will be processed on the next working day.

- f. If the claim is rejected, the participant has the option to submit corrected or adjusted information within 3 (three) days of the rejection notification, in order to reapply for the Incentive.
    - i. If a participant is unable to rectify the status of a claim to the Administrator's validation requirements within the 3 (three) day, the claim will expire and cannot be revived, except as determined otherwise by the Company.
  - g. If a participant disputes the rejection of a claim, the Administrator will discuss the matter with the Company. The Company's decision in such cases will be considered final.
  - h. If a participant is unable to rectify the status of a claim to the Administrator's validation requirements within the 3 (three) day, the claim will expire and cannot be revived, except as determined otherwise by the Company.
7. A claim may be rejected for various reasons, including but not limited to:
- a. A discrepancy between the transaction date submitted by the Participant on the Portal and the transaction date reflected on the proof of sale.
  - b. A duplication of claims
  - c. A discrepancy between the store in which the Participant is registered on the Portal and the store recorded on the proof of sale
  - d. A discrepancy between the product captured by the Participant and the product recorded on the proof of sale
  - e. An invalid invoice document uploaded
  - f. A proof of sale provided by the Participant is unclear or unreadable, making it difficult or impossible to verify the information provided.
  - g. If a transaction is reversed or a replacement of one or more of the selected product(s)
  - h. Upon the Company's instruction
  - i. If there are reasonable grounds to suspect fraud or misrepresentation
  - j. If a Participant has been removed from the Program on reasonable grounds
  - k. The Participant will be responsible for reimbursing the value of a claim or Valid Claim if it is discovered that they have:
    - i. Abused or misused the Program
    - ii. Intentionally duplicated claims
    - iii. Submitted false information regarding a claim
  - l. When a participant receives an Incentive payment for a product that is later returned by a customer, it is required to inform the Administrator. The Incentive paid out will be deducted from a future claim payment.
8. The Company and/or the Administrator and/or their nominees may conduct audits on all claims, at any stage, including those already approved as Valid Claims.
9. The claims will undergo an automated screening process to assist in verifying the claims manually.
10. The Participant agrees that Incentives earned may be clawed back or deducted by the Administrator if it is determined at any stage, even after claims have been approved, that:
- a. Fraud has occurred

- b. It is discovered the product has been returned and an Incentive already paid out on it
- c. In the event of any errors in the claims process by the Administrator, resulting in a Participant receiving an Incentive they are not entitled to

## **Tax Liability**

1. The use of the Portal and receipt of Incentive Rewards may result in tax liabilities and implications for the Participant. The Participant acknowledges that they are personally responsible for any tax liability that may arise as a result of their participation in the Program.
2. The Incentives received by the Participant will be considered as "gross income" according to the definition given in section 1 of the Income Tax Act No. 58 of 1962. As a result, the rewards will be subject to income tax in the hands of the recipients.
3. The Administrator will notify the Participant by email when a summary of earnings is available on the Portal, detailing the earnings for the relevant tax period(s).
4. The Participant is responsible for fulfilling all tax obligations, including making necessary submissions and disclosing required information to the relevant tax or regulatory authorities. This may include disclosing participation in the Program and any income earned. The Participant must deal directly with the tax authorities or other applicable regulatory bodies and the Administrator will not submit any information or act on behalf of Participants in this regard.
5. It is the responsibility of the Participant to seek their own tax advice independently.
6. The Participant agrees not to hold the Company, the supplier of the Selected Products, the store, the Administrator, or any of their affiliates responsible for any damages, claims, or fines related to taxation arising from the Participant's receipt, accumulation, transfer, or spend of Incentives. The Participant also fully indemnifies and holds harmless the Company, the supplier of the Selected Products, the store, the Administrator, and their affiliates against all such damages, claims, and fines, including all legal costs, regardless of whether or not they are related to the Participant's taxation.

## **Termination**

1. If the Program is discontinued or suspended for any reason, this Agreement shall terminate without liability to the Participant or any third party. The Company or the Administrator will notify the suspension or termination on the Portal at least one month before it takes effect.
2. The Company and the Administrator has the right to terminate or suspend the registration of a Participant without notice if the Participant is no longer employed at the store they are registered under, or if there is a change in their role at the store that makes them ineligible to participate.
3. The Administrator will not be held responsible for any loss or damages suffered by the Participant or any third party due to the cancellation, termination, or suspension of the Program or the Participant's participation in the Program.

4. The Company has the right to take legal action and/or inform the Participant's employer if there is any fraudulent activity on the Program.

## Security

1. The Participant agrees to keep their log-in and password confidential and to use them only for personal use. The Participant also agrees to take the necessary steps to ensure the safety of this information.
2. The Company and the Administrator will not be held responsible for any security breaches on the Portal, even if they occur due to the negligence of the Company or the Administrator or its representatives.
3. The Company and the Administrator will not be held responsible for any security breaches caused by virus protection or spyware that may have been accidentally installed by a Participant on their device or may have been automatically installed on their device.
4. The Company and the Administrator reserves the right to initiate legal action against any Participant who tries to gain unauthorised access to another Participant's account on the Portal, and such a person may face prosecution.
5. The Company and the Administrator is not responsible for any damages, losses, or liabilities arising from the Participant's or any third party's use of the Portal or content obtained from the Participant.

## Selected Products

1. The Portal will provide a list of the Selected Products and the Incentives available to the Participant.
2. The Administrator reserves the right to modify the list of Selected Products and/or Incentives offered on the Portal, as advised by the Company, at any time.
3. The Administrator does not provide any guarantees or warranties regarding the Selected Products or their availability.
4. The availability of Selected Products and Incentives may vary from store to store and some Products and Incentives may be exclusive or limited to specific stores or regions.
5. The Participant bears the sole responsibility of regularly familiarising themselves with the Incentives that are available to them on the Portal.
6. The Company has the sole discretion to set the Incentives and may change them without prior notice.

## Data Protection

1. The Administrator has strict security protocols to protect and restrict access to the personal information provided by the Participant. The Participant has legal rights to review, correct, and

remove personal data from the Administrator's databases. To exercise these rights, the Participant can contact the Help Desk.

2. The website's address and URL can be found on the Portal, where the terms of use and the Privacy Policy are available. The Privacy Policy's terms apply to all Portal usage and are considered a part of this Agreement through reference.
3. If the Participant uses the Portal or participates in the Program, they consent to the Administrator collecting and utilising their personal information, and sharing it with affiliates and third parties, as specified in the Privacy Policy, for Program administration purposes.
4. The Administrator may disclose information or take actions as required by applicable law, and none of these provisions shall limit such actions or disclosures.

## **Domicilium**

1. The Administrator hereby designates its domicilium citandi et executandi for all notices or correspondence related to this Agreement at the following email address:  
help@mydelonghicclaims.co.za.
2. The Participant selects its domicilium citandi et executandi as the physical address and/or email address provided during the registration process on the Portal.
3. Any notice or correspondence published by the Administrator on the Portal shall constitute proper and effective notice and shall be deemed to have been received by the Participant immediately upon publication, unless otherwise stated in this Agreement.

## **Jurisdiction and governing law**

1. The laws of the Republic of South Africa shall govern and interpret this Agreement.

## **Whole Agreement**

1. The entirety of this Agreement, along with the policies and Portal Terms and Conditions, make up the complete agreement between the Administrator and the Participants.

## **Severability**

1. In the event that any provision of this Agreement is deemed invalid, unenforceable, or unlawful, such provision will be deemed to be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect. The invalid or unenforceable provision will be replaced with a valid provision that achieves the same or similar purpose.

## **General**

1. The Participant agrees to indemnify and hold the Company and Administrator harmless against any and all losses, liabilities, claims, damages, and expenses arising from or related to their participation in this Program.

2. The Company and the Administrator reserves the right to modify this Agreement at any time. Such modifications will be posted on the Portal and will be considered binding on the Participant upon accessing the Portal. If a Participant does not agree to any modified terms and conditions, they must discontinue their participation in the Program and/or access to the Portal and/or Website.
3. The terms and conditions obligations shall remain in effect even after termination to the extent necessary to give effect to its provisions.
4. Upon registering for the Program, the Participant acknowledges that they have read and understood the contents of this Agreement and agree to be bound by its terms and conditions.
5. Any information related to the Program that is published on authorised advertising material shall be considered as part of the terms and conditions of the Program.
6. Participants are strictly prohibited from directly or indirectly providing, offering, promising to provide or offer any money, gift, illegal gratification or exerting unlawful influence on public or private persons to induce or reward improper performance of a function and/or obtain or retain business. Failure to comply with this obligation will result in immediate termination of the Participant from the Program by the Administrator without any prior notice, in addition to any other available remedies under the law and/or equity.
7. If the Participant is uncertain about any aspect of the Program, they are advised to contact the Support Centre to seek clarification.