

TERMS OF USE GEM REWARD SYSTEM

1 IMPORTANT NOTICE

- 1.1 These Terms of Use apply to Volunteers and/or Users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 ("the CPA").
- 1.2 **The Terms of Use contain provisions that appear in similar text and style to this clause and which –**
- 1.2.1 **may limit the risk or liability of the GEM or a third party; and/or**
- 1.2.2 **may create risk or liability for the Volunteer and/or User; and/or**
- 1.2.3 **may compel the Volunteer and/or User to indemnify GEM or a third party; and/or**
- 1.2.4 **serves as an acknowledgement, by the Volunteer and/or User, of a fact.**
- 1.3 Your attention is drawn to these Terms of Use because they are important and should be carefully noted.
- 1.4 **If there is any provision in these Terms of Use that you do not understand, it is your responsibility to ask GEM to explain it to you before you accept the Terms of Use or continue using the GEM Vouchers.**
- 1.5 Nothing in these Terms of Use is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or GEM in terms of the CPA.

2 INTRODUCTION

- 2.1 Going the Extra Mile Payment Services NPC, a non-profit organisation with registration number 2014/174233/08 (hereinafter "**GEM**"; "**we**" or "**us**"), owns and operates the GEM Platform through which GEM Vouchers are offered to Volunteers and/or Users (hereinafter "**you**").
- 2.2 GEM aims to stimulate socio-economic activity and volunteerism in South Africa in executing social investment in communities by offering GEM Vouchers to Volunteers as a token of appreciation for participation in Social Projects.
- 2.3 GEM Vouchers are redeemable by Volunteers and/or Users with selected Suppliers. GEM Vouchers must at all times be redeemed and/or used in accordance with these Terms of Use.

3 ACCEPTANCE OF TERMS OF USE

- 3.1 These Terms of Use is an electronic contract that sets out the legally binding terms of the relationship between you and GEM.
- 3.2 By registering as a Volunteer or by accessing or using the GEM Platform and/or GEM Vouchers, you accept and agree to be bound by these Terms of Use

as well as any notices or policies that may be displayed on the GEM Platform from time to time.

4 AMENDMENT OF TERMS OF USE

- 4.1 GEM reserves the right to amend these Terms of Use, its policies and any additional terms that may be applicable from time to time without notice to you. You are therefore responsible to regularly review and familiarise yourself with these Terms of Use.
- 4.2 Continued access to and/or use of the GEM Platform and/or GEM Vouchers after such changes are made, shall constitute your consent thereto.

5 DEFINITIONS

- 5.1 The following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

5.1.1 "**Data**" means personal information as defined in the Protection of Personal Information Act, 4 of 2013 and specifically includes all data pertaining to Volunteers and/or Users that may be provided to GEM and which may be processed and/or stored using the GEM Platform;

5.1.2 "**GEM Vouchers**" means non-financial digital vouchers which may be distributed to Volunteers who participated in Social Projects and which can be used for purchasing certain goods or services from Suppliers. 1 (One) GEM Voucher equals a total amount of R1.00 (one South African Rand);

5.1.3 "**GEM Platform**" means GEM's digital operating platform which operates the GEM account structure, administrative procedures for emitting GEM Vouchers and hosting of information of Volunteers and/or Users. The GEM Platform serves as a transaction and communication channel through which GEM's operations are handled;

5.1.4 "**Government Bodies**" means any public entity or state owned organisation managed by the Government of South Africa;

5.1.5 "**Intellectual Property**" means any invention (whether or not patented), design, trademark, or copyright material (whether or not registered), goodwill, processes, process methodology and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property, which specifically includes all copyright,

- design rights and any other proprietary rights in and to any business plans and proposals, business processes and functional and technical specifications and any related material;
- 5.1.6 **"Losses"** means all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);
- 5.1.7 **"Social Projects"** means social projects that Third Sector Partners or Government Bodies initiate, manage, conduct and support and which are aimed at uplifting communities in South Africa;
- 5.1.8 **"Sponsor"** means those entities that donate goods and/or services to be offered to Volunteers in the form of GEM Vouchers;
- 5.1.9 **"Supplier"** means third parties (such as airtime resellers, book stores or retailers) that offer goods and/or services in exchange for or to be paid in GEM Vouchers by Volunteers and/or Users;
- 5.1.10 **"Terms of Use"** means these terms and conditions which govern Volunteer's and/or User's receipt and use of GEM Vouchers;
- 5.1.11 **"Third Sector Partner"** means such entities that are responsible for Social Projects and which distributes GEM Vouchers to Volunteers;
- 5.1.12 **"Users"** means any person that opens a GEM account on which they can receive and/or withdraw GEM Vouchers; and
- 5.1.13 **"Volunteers"** means any person offering time and effort to participate in a Social Project and to whom GEM Vouchers may be issued as a reward or token of appreciation.
- 6 BECOMING A VOLUNTEER**
- You must register as a Volunteer and/or User and open a GEM account in the GEM Platform. This can be done online or by downloading the Gem application on your mobile phone or personal computer from the GEM website accessible at. Search "gemproject" on Android, iOS or Blackberry10 stores. You can also dial 1204361# and register via USSD.
- 7 USE OF GEM VOUCHERS**
- 7.1 Volunteers may be issued with GEM Vouchers for participation in Social Projects. GEM Vouchers cannot under any circumstances whatsoever be offered to
- Volunteers for regular or ongoing participation in Social Projects.
- GEM Vouchers can only be offered to Volunteers if goods, services or money were donated by Sponsors for a specific Social Project.
- GEM Vouchers will have a limited value and is dependent on the value of the goods and/or services sponsored by Sponsors.
- Volunteers may offer or donate GEM Vouchers to Users.
- Use of your GEM Vouchers shall at all times be subject to these Terms of Use.
- In order to redeem a GEM Voucher, you will be required to register on the GEM Platform on your mobile phone and create an account as set out under paragraph 6 above.
- Once your GEM account has been created, you may redeem your GEM Vouchers with selected Suppliers only.
- GEM Vouchers shall expire after a period of 3 (three) months from the date that a Volunteer received GEM Vouchers.**
- GEM Vouchers cannot under any circumstances whatsoever be exchanged by Volunteers for cash and shall not be construed to be associated with any financial payment system or form of electronic money.**
- You acknowledge that stock of all goods and/or services available to be purchased with GEM Vouchers is limited. Whilst GEM will take reasonable efforts to monitor stock levels, we cannot guarantee the availability of stock. Should the goods and/or services no longer be available, you will not be able to redeem your GEM Voucher and GEM shall not be liable to refund you nor be liable to you in any manner whatsoever.**
- GEM may add and/or remove Suppliers that offer goods and/or services at any time without prior notice to you.**
- GEM may reverse, at any time, GEM Vouchers incorrectly allocated to your GEM account and/or deduct the required GEM Vouchers from your GEM account which we or any other person failed to lawfully deduct from your GEM account, for whatsoever reason and irrespective whether your GEM account may thereafter reflect a negative balance.**
- 8 VOLUNTEER UNDERTAKINGS**
- 8.1 You acknowledge and agree that:
- 8.1.1 no relationship of employment is created or shall in any way be construed to be created between

- yourself (as a Volunteer) and GEM or any other third party involved in the Social Project;
- 8.1.2 GEM Vouchers are merely a "token of appreciation" and are not earned by Volunteers as a salary or any other form of remuneration in any manner whatsoever;
- 8.1.3 the value of GEM Vouchers shall in no way be linked to the value of the work that Volunteers conduct as when participating in a Social Project;
- 8.1.4 GEM Vouchers shall under no circumstances whatsoever be construed as being "earned" on a "per hour" or "per day" basis;
- 8.1.5 GEM Vouchers shall not be offered on a regular or continuous basis and shall only be offered to Volunteers for sporadic Social Projects as and when determined by GEM; and
- 8.2 **Further to the above Volunteers and/or Users hereby agree to hold GEM and/or any third party involved in the Social Project (together with their respective employees, officers, directors, agents and representatives) harmless from any and all Losses that may arise from participation in a Social Project and/or use of a GEM Voucher, unless caused by GEM's gross negligence.**
- 8.3 You agree that you:
- 8.3.1 are responsible for any activity that occurs through your account on the GEM Platform and warrants that all information that is provided to GEM will be true, accurate, current and complete;
- 8.3.2 shall update your information as and when necessary to maintain the truth and accuracy thereof;
- 8.3.3 may not use more than one GEM account;
- 8.3.4 may not use the GEM Platform for any illegal or unauthorised purposes;
- 8.3.5 shall comply with all legislation, rules, notice, policies, directives, industry codes and regulations that may be applicable to your access to the GEM Platform;
- 8.3.6 are responsible for protecting your login and user credentials to the GEM Platform, including passwords, bank details and personal information. **GEM does not accept any liability whatsoever should incorrect user details be used or should such details be used fraudulently;**
- 8.3.7 may not access the GEM Platform in any other manner as permitted by GEM and/or these Terms of Use;
- 8.3.8 may not interfere or disrupt the GEM Platform, or any third party service or networks linked thereto, including by transmitting any malware, spyware, viruses, worms or introducing any malicious code or by creating accounts on the GEM Platform through unauthorised means; and
- 8.3.9 may be refused access to the GEM Platform by GEM at any time and in its sole discretion.
- ## 9 GEM PLATFORM
- 9.1 **The GEM Platform is provided on an "as is" and "as available" basis. Neither GEM nor any third party involved in the Social Project make any representations or warranties of any kind whatsoever as to the availability of the GEM Platform and/or GEM Vouchers or the value of GEM Vouchers and you hereby indemnify GEM from any and all liability in this regard.**
- 9.2 **GEM does not guarantee the security of the GEM Platform or that the GEM Platform is free from any harmful components or viruses and you hereby indemnify GEM from any and all liability in this regard.**
- 9.3 You acknowledge and agree that use of the GEM Platform and GEM Vouchers are at your own risk.
- ## 10 ACCESS CODES
- 10.1 For security, identification and verification purposes, when you interact with the GEM Platform, you will be required to enter your user name and password.
- 10.2 It is your responsibility to keep your username and password secret.
- 10.3 You must immediately contact GEM at **info@gemproject.org** and request that we deactivate your GEM account if you suspect or know that your username and password have been lost, stolen or compromised. Any delay in notifying us will be construed as negligence on your part for which we will not be liable.
- 10.4 **We will not be responsible for any transactions that are performed without your knowledge or consent or any loss you suffer as a result thereof, unless you are able to establish that the loss was caused by GEM's negligence.**
- ## 11 ENDING YOUR PARTICIPATION
- 11.1 We may end your participation in the GEM Voucher programme at any time and for any reason, on notice to you. You will, however, have 30 (thirty) days to spend your GEM Vouchers, unless:
- 11.1.1 we believe your behaviour was inappropriate, constituted misconduct and/or is considered an abuse of the GEM Vouchers;

- 11.1.2 you breached the Terms of Use or any other terms and conditions relevant to GEM Vouchers; or
- 11.1.3 a fraudulent transaction was conducted directly or indirectly by you;
in which case, we reserve the right and without prejudice to any of our other rights and remedies in terms of these Terms of Use or in law, to be exercised in our sole discretion:
- 11.1.4 that you forfeit all your GEM Vouchers in your GEM account; and/or
- 11.1.5 to permanently disqualify you from accessing any GEM Vouchers.
- 11.2 If we terminate your participation, we will not be liable for any damages of any nature suffered by you or any third party whatsoever.
- 11.3 Once we have terminated your participation in the GEM Vouchers programme, you shall not be entitled to again participate in any Social Project, unless we approve, in our sole discretion and in writing.
- 11.4 You may end your participation in the GEM Voucher programme on 30 (thirty) days prior written notice to us.
- 11.5 During this notice period you may spend, donate or send your GEM Vouchers to other Users, failing which you will forfeit all the GEM Vouchers in your GEM account when it is closed.
- ## 12 INTELLECTUAL PROPERTY
- 12.1 GEM retains all right, title and interest in and to its Intellectual Property and to the GEM Platform and the specific GEM model of rewarding Volunteers.
- 1.1 You acknowledge that you will not acquire any right, title or interest in or to the GEM Platform or any information technology infrastructure, systems, components, computer hardware, software, designs, processes or Intellectual Property of GEM made available to it.
- ## 13 PRIVACY
- 13.1 You acknowledge that you will provide GEM with Data from time to time which will include personal information about you, such as your name, phone number, purchasing behaviour etc.
- 13.2 GEM respects your privacy and personal information.
- 13.3 All Data provided by Volunteers to GEM, or to which GEM may be exposed, shall constitute confidential information and will be treated as such by GEM.
- 13.4 You agree to provide accurate and current information to GEM, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 13.5 GEM will use your personal information to transact with you via email or telephone regarding GEM Vouchers and Social Projects. Your personal information will further be used to track your purchasing behavior.
- 13.6 GEM will be entitled to disclose your personal information if GEM is required to do so to: (a) comply with applicable law or with legal process served on GEM; (b) protect and defend the rights or property of GEM, and (c) for the purposes of distributing same to various employees and/or third parties who assist GEM in providing GEM Vouchers and related services to you and thus need to know your personal information in order to render a proper and efficient service to you.
- 13.7 GEM will treat your personal information as confidential and take measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, destruction or damage, alteration, disclosure or access.
- 13.8 GEM undertakes not to sell or make your personal information available to any third party unless GEM is compelled to do so by law.
- 13.9 **Whilst GEM will do all things reasonably necessary to protect your rights of privacy, GEM cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosure of personal information, whilst in GEM's possession, made by third parties who are not subject to the GEM's control, unless such disclosure is as a result of GEM's gross negligence.**
- 13.10 **If you disclose personal information to anyone other than GEM, GEM shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because GEM does not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.**
- ## 14 TAX IMPLICATIONS
- 14.1 **We recommend that you obtain independent professional advice regarding any tax implications arising from the receipt, accumulation, transfer or spend of any GEM Vouchers.**
- 14.2 You are fully responsible for any tax implications arising from or associated with any GEM Vouchers. You agree that you

will not hold us liable and you hereby fully indemnify us against all Losses.

15 DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, GEM DOES NOT MAKE ANY WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ADEQUACY OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16 GENERAL

- 16.1 These Terms of Use constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these Terms of Use not incorporated herein shall be binding on either of the Parties.
- 16.2 These Terms of Use will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 16.3 All provisions and the various clauses of these Terms of Use are severable from each other.