

Diners Club Cashback Programme Terms And Conditions (Terms)



1. THE TERMS

- 1.1. The terms and conditions for the Cashback Programme form a legally binding agreement between you and us, Diners Club (SA) (Pty) Ltd (registration number: 1956/000068/07).
- 1.2. The Terms become effective upon when you complete the registration process for CashBack and accept the Terms. This means that you agree to the Terms and warrant that you can enter into a legally binding agreement.
- 1.3. You must know, understand and comply with the Terms which apply together with the terms of your Diners Club product, the CashBack FAQs, any definitions, privacy statement, disclosures and disclaimers that are incorporated by reference into the Terms.
- 1.4. Pay special attention to the clauses in bold as they may exclude or limit our responsibility or involve some risk for you, will be in bold.

2. DEFINITIONS

- 2.1. **Card** means your Diners Club Beyond card.
- 2.2. **CashBack** means the cash you earn during your participation in the CashBack Programme, payable into your Diners Club Account.
- 2.3. **CashBack Programme** means the programme offered to you by us, that allows you to Earn CashBack and enjoy the convenience of spending your rewards.
- 2.4. **Diners Club/We/Us/Our** means Diners Club South Africa Proprietary Limited.
- 2.5. **Diners Club Account** means your Diners Club account into which your CashBack will be paid.
- 2.6. **Diners Club Member Services Centre** means the contact centre at 0860(DINERS) 346377.
- 2.7. **Earn/Earning** means the manner in which you accumulate CashBack when using your Card.
- 2.8. **Earn rate** means the rate at which Diners Club calculates the amount of cash that is payable into your Diners Club Account.
- 2.9. **FICA** means the Financial Intelligence Centre Act, 38 of 2001, as amended from time to time and includes subordinate legislation.
- 2.10. **Good Standing** means your Diners Club account/s are up to date, not in arrears, dormant, or overdrawn; your account is FICA compliant or is considered to be in good standing for any other reason.
- 2.11. **Website** - means the Diners Club website with the address www.dinersclub.co.za.
- 2.12. **You/your** - means a Diners Club member and/or secondary cardholder who has registered as a member of the CashBack Programme.

3. CONDITIONS FOR EARNING CASHBACK

- 3.1. Your Diners Club Account must be in Good Standing in order for you to Earn CashBack. If your Diners Club account is not in Good Standing, you will not Earn CashBack until the Good Standing status has been restored.
- 3.2. Any CashBack you Earn will only be paid into your Diners Club Account.
- 3.3. **If you are subscribed to our ClubMiles Programme, you may not subscribe to our CashBack Programme as well.**

4. EARNING CASHBACK

- 4.1. CashBack will accumulate to your Diners Club Account, at the applicable Earn Rate when you carry out transactions using your Card (including your secondary Card).
- 4.2. Transactions relating to gambling, fuel purchases, inter-account payments and transfers, ATM and over-the-counter cash withdrawals are excluded. Please refer to the FAQs which can be found on our Website for the updated comprehensive list of excluded transactions and the calculation of the CashBack applicable to your spend.
- 4.3. We may change the Earn Rate from time to time and we will give you notice via email and the Diners Club website www.dinersclub.co.za.

5. REVERSAL OF CASHBACK EARNED

- 5.1. If you received CashBack from transactions that are subsequently cancelled and refunded, Diners Club will reverse the Cashback earned from the transactions.
- 5.2. We will debit your Diners Club account with the Cashback amount earned for the transactions if you do not have sufficient Cashback to reverse.

6. FEES

- 6.1. We do not charge fees for the CashBack Programme. If we decide to charge a fee, we will notify you with at least 20 business days' notice. For purposes of this clause, a business day is a day other than a Saturday, Sunday or official public holiday in South Africa.

7. INCORRECT ALLOCATION OF CASHBACK

- 7.1. We will notify you if any CashBack has been allocated incorrectly and we will reverse any incorrect CashBack allocated to your Diners Club Account by way of an account debit.

8. ENDING YOUR MEMBERSHIP IN THE CASHBACK PROGRAMME

- 8.1. You may end your participation in the CashBack Programme at any time by sending a notification to Custserv@dinersclub.co.za or contact member services on 0860 (DINERS) 346 377 or +27113588406 and you will no longer accumulate CashBack once we receive the notification.
- 8.2. We may end your participation in the CashBack Programme if:
 - 8.2.1. it is suspected that you have earned CashBack fraudulently.
 - 8.2.2. your Diners Club account is closed by you or us.
 - 8.2.3. you breach these Terms or the terms of the Diners Club product you use.

9. PROCESSING YOUR PERSONAL INFORMATION

- 9.1. We understand that your personal information is important to you. By participating in the CashBack programme, you acknowledge that your personal information will be processed by us and (if necessary) by third parties according to our privacy statement, which is in line with all applicable laws relating to the protection and processing of personal information.
- 9.2. It is your responsibility to read and understand the contents of the privacy statement, which is available on our Website, or you can ask us to email it to you.
- 9.3. We will maintain the confidentiality of your personal information and we will implement security safeguards to protect your personal information as set out in the privacy statement.
- 9.4. Our privacy statement is an important part of these terms and describes what personal information is; what information we process; how we process your information (including the use of cookies); where we collect your information; who we share your information with; your rights as a data subject and the complaints contact details for us and the regulatory authority.
- 9.5. Your telephone conversations with the Diners Club Member Services Centre will be recorded and stored for record-keeping purposes for 5 years from the date of the transaction and/or call to the Diners Club Member Services Centre.

10. DISCLAIMERS AND EXCLUSIONS OF LIABILITY

- 10.1. Diners Club is not responsible for any CashBack lost as a result of service interruption or delay resulting from circumstances beyond its reasonable control, such as power outages, malfunction of network or other systems.**
- 10.2. We will not be liable for any loss or damage you may incur as a result of your participation in the CashBack Programme unless we have been grossly negligent or acted with harmful intent.**
- 10.3. You agree to indemnify us against any loss or damage we may suffer as a result of your participation in the CashBack Programme or your breach of these Terms or any applicable laws.**

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Intellectual Property (copyright, trademarks and any other intellectual property rights in all content) relating to Diners Club and the CashBack Programme belong to us and/or our third-party licensors.
- 11.2. You may not use our Intellectual Property and you may not do the following in relation to our or our third-party licensors' Intellectual Property (as applicable):
 - 11.2.1. copy or claim to have any rights to the Intellectual Property;
 - 11.2.2. dispute or contest the validity of our ownership over the Intellectual Property;
 - 11.2.3. damage the reputation and goodwill associated with our Intellectual Property.

12. COMPLIANCE WITH LAWS

- 12.1. You must comply with all laws applicable to your Diners Club Account and anything directly or indirectly related to it.
- 12.2. You must notify us immediately of any payments you receive or make which may result in a breach of any laws including anti-corruption legislation and must assist us to investigate such breach.**
- 12.3. We may report a violation or suspected violation of any laws including anti-corruption legislation to the relevant regulatory or industry body, or law enforcement agency, and subsequently act according to the guidance of that authorised body or agency and, at our discretion, refuse to perform any of our obligations under these Terms.
- 12.4. We are not responsible for any losses you may suffer from a regulatory body seizing or withholding any funds or if we terminate these Terms or any other relationship which we have with you.

13. GENERAL

- 13.1. We may change these terms at any time and will give you reasonable written notice using the contact information we have for you.
- 13.2. It will be assumed that you have received any notice we send within 7 days of posting or on the same day, if delivered by hand or email.
- 13.3. The CashBack Programme may require third-party vendor participation and the third-party vendor's terms will apply.
- 13.4. Your street address on your registration form is your chosen address for receiving any legal notices and documents. You must please immediately update your contact details, if your address changes at custserv@dinersclub.co.za or contact member services on 0860 (DINERS) 346 377 or +27113588406.
- 13.5. These terms are governed by South African law and the courts in South Africa will have jurisdiction over any claims arising from these Terms and the Cashback Programme.
- 13.6. A concession you receive from Diners Club will not affect any of Diners Club's rights against you.
- 13.7. In the event of legal action, you agree that you will be liable for the expenses for recovering any amounts owed, including legal fees of an attorney at own client scale, collection fees and tracing fees.**
- 13.8. A certificate signed by a Diners Club manager (whose appointment need not be proved) showing the amount owed is sufficient proof of the facts stated on the certificate, unless the contrary is proved.

14. COMPLAINTS AND QUERY RESOLUTION

- 14.1. If you wish to communicate a complaint or query regarding the CashBack Programme, please contact member services on **0860 (DINERS) 346 377 or +27113588406** alternatively e-mail: custserv@dinersclub.co.za.