

Terms and Conditions of Absa Dining

1. All persons registered for the **Absa Dining - Value Added Service** (“Absa Dining - VAS”) agree that the rules of the Absa Dining - VAS, as set out in these terms and conditions are binding on them.
2. The Absa Dining - VAS commences on **1 March 2017** and ends on **28 February 2018**, after which date the Absa-Dining – VAS will automatically terminate.
3. These terms and conditions cover the Absa Dining - VAS that we source for you from our partners.
4. The promoter of this Absa Dining - VAS is TLC Marketing Worldwide Proprietary Limited (Registration Number 2010/011691/07), a private company duly incorporated in accordance with the laws of the Republic of South Africa with its registered address at 1st Floor, Block F; 150 Linden Road, Strathavon, Sandton, 2196 (“TLC”) in partnership with Go Rhino (Pty) Ltd.
5. By accessing these Absa Dining - VAS , you agree to be bound by these terms and conditions and you consent to us sharing your personal data with: affiliates (means, **in relation to TLC Marketing Worldwide**, any entity Controlling, Controlled by or under common Control with TLC Marketing Worldwide from time to time) and suppliers for purposes of this Absa Dining - VAS . These terms and conditions apply in addition to the terms and conditions applicable to the qualifying account. If there is a conflict between the terms and conditions applicable to the qualifying account or service and these terms and conditions, these terms and conditions will apply insofar as the Absa Dining – VAS is concerned.
6. A copy of these terms and conditions is available on www.absa.co.za and www.absadining.co.za

7. Qualifying criteria for Absa Dining - VAS

The Absa Dining - VAS is an embedded product offer. In order to qualify for the Absa Dining - VAS, you must:

- 7.1 have an active Absa Gold Value Bundle account (which includes Gold Value Bundle Spouse account, Islamic Gold Value Bundle account and Gold Value Bundle account for Workplace Banking); and
 - 7.2 Ensure that your Gold Value Bundle account is in good standing i.e. your account is not overdue, in arrears, overdrawn without any advance arrangement with us.
 - 7.3 Irrespective of the number of Gold Value Bundle accounts that you may have, you are only entitled to one membership for the Absa Dining – VAS.
8. If you are an Absa Staff member, who is paying the normal service fees on any of the qualifying accounts, you are entitled to the offer.
 9. Staff with a Staff cheque account are also entitled to the Absa Dining benefit.

10. Absa Dining - VAS details

- 10.1. Subject to you meeting the qualifying criteria, you get to enjoy dining out daily and choose from a great selection of restaurants countywide. A detailed list of the partner restaurants is available on www.absadining.co.za.
- 10.2. You will receive a value up to R100 (One Hundred Rand) off your second main meal purchased **OR** the cheaper of the two main meals purchased, at any of the selected restaurants.

- 10.3. Note that main meals are as defined per the restaurant's menu. This does not include starters, desserts, salads, appetisers or kiddies meal.
- 10.4. If the purchase is lower than the R100 discount, you will not receive any cash back for the portion not used.

11. How to redeem your Absa Dining - VAS

- 11.1. To activate your membership you need to dial the USSD line ***120*7753#**. This is a once off activation. (Please note that you will incur a cost of 20 cents per 20 seconds.) TLC Marketing will validate each account holder against the eligibility list that will be provided to TLC by ABSA on a weekly basis.
- 11.2. You will receive a welcome message within 24 to 48 hours from activation. Once you receive your membership, you may visit the Absa Dining website www.absadining.co.za and choose from more than 400 partner restaurants available.
- 11.3. If we have your correct contact details (cell number and/or email address) you will be pre-registered for the Absa Dining benefit and will receive a welcome SMS or an email confirming your Absa Dining membership.
- 11.4. Contact the Absa Dining concierge on **0861 005 111 from 8:30 and 18:00 Monday to Friday and 08h30 – 16h00 Saturday** to make a booking. You can also make a booking online by completing the booking forms available on www.absadining.co.za
- 11.5. Your booking confirmation will be sent to you, via your chosen method of communication, either an SMS or email
- 11.6. Present your booking confirmation upon arrival at the restaurant prior to being seated and enjoy your dining discount.
- 11.7. If you have opened a new account, the Absa Dining will only be available to you after 14 business days and once you have made a deposit into your account.

12. Contact details for enquiries

Enquiries and feedback about Absa Dining can be addressed to Absa on 0860 777 369 between 08h30 – 16h30, Monday to Friday and 08h30 to 12h30 Saturday or via email benefitsteam@absa.co.za

13. Other Terms and Conditions of usage

- 13.1 Absa Dining is valid for the period that the campaign runs and you are entitled to the benefit from the day your membership is activated, subject to you meeting the qualifying criteria.
- 13.2 You receive up to R100 off your second main meal purchased and the maximum discount of R100 will apply.
- 13.3 A list of Halaal friendly restaurants is available on the website – www.absadining.co.za. Please note restaurants that are Halaal friendly are not all necessarily Shariah compliant.
- 13.4 This offer is limited to all Absa qualifying customers as stated in condition 7 above.
- 13.5 You benefit from Absa Dining every day, subject to prior booking and confirmation of booking.
- 13.6 You cannot make bookings more than once in the same restaurant on the same day.
- 13.7 Only one Absa Dining card may be used per dining group.
- 13.8 This offer may exclude Public Holidays and other Special Occasion days such as Valentines, Father's and or Mother's Day but not limited to these.
- 13.9 You are required to contact the Absa Dining concierge 24 hours prior to dining to authorise your membership and make a booking.

- 13.10 Some restaurants do require an extended booking notice. This can be confirmed with the Absa Dining concierge when booking. Discounts will not be granted if insufficient notice is given. All bookings must be done up to 24 hours in advance.
- 13.11 Should you wish to cancel or reschedule a booking please contact the Absa Dining concierge 6 to 8 hours prior to your original booking time.
- 13.12 The Absa Dining benefit is based on standard prices i.e. the full menu price and the restaurant has the right to exclude any specials that the restaurant may be advertising at various times.
- 13.13 Present your Absa Dining booking confirmation upfront to qualify for your discount.
- 13.14 The list of participating Absa Dining restaurants remains subject to change. An updated list of restaurants will also be available at any given point upon request and will be available on the Absa Dining website – www.absadining.co.za
- 13.15 Participating Absa dining restaurant venues reserve the right to vary prices, times and offer availability (e.g. public holidays).
- 13.16 Prices (if any) and information presented are valid at the time of going to press and could be subject to change. Any updates will be available on the website. The Promoter, its agents or distributors reserves the right to withdraw or amend any details and/or offers.
- 13.17 The Absa Dining membership has no monetary value and its purpose is to confirm membership for the entitlement of up to R100 off the cheapest second main meal. The membership is non-transferable and cannot be used in conjunction with any other promotional restaurant offer within the restaurant or redeemed in whole or part for cash.
- 13.18 In the event that a restaurant is closed, we will not be able to make a reservation at that required restaurant.
- 13.19 In the event that the restaurant is fully booked, we will not be able to make a reservation at the required restaurant.
- 13.20 In the event that the restaurant is booked out for a private event, we will not be able to make a reservation at the required restaurant.
- 13.21 The Absa Dining concierge will offer alternate restaurants of the same stature within the same region of the initial required restaurant for the customer's consideration.

General terms

- 14 TLC Marketing and Absa are not liable for any loss, injury, damage or death (if applicable) caused to or at the TLC Partner Venue(s) during your time spent there.
- 15 TLC its agents and distributors accept no responsibility and it will not in any circumstances be responsible or liable to compensate you, or accept any liability for:
 - 15.1 any inability by you to correctly use or not use this TLC benefits; or
 - 15.2 the lack of quality or any other aspect of any service which is or should be provided at any venue(s), nor will any of them be liable for any personal loss or injury occurring at any venue(s).
 - 15.3 TLC is not responsible for any Absa Dining - VAS misrepresentation (written or verbal) on warranties by anyone/group other than TLC.
- 16 Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you or TLC in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 17 You access the Absa Dining - VAS entirely at your own risk. By reading and accepting these terms and conditions, you give consent to these risks and hereby indemnify and hold harmless Absa, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of your redemption of the benefits and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross

negligence or willful misconduct of any of the indemnified parties.

- 18 TLC reserves the right to terminate the benefits at any time. In the event of such termination, you agree to waive any rights that you may have in terms of the benefits and acknowledge that you will have no recourse against the TLC, its advertising agencies, advisers, suppliers and nominated agents.
- 19 By accessing these Absa Dining - VAS in accordance with its terms and conditions, you acknowledge that the Absa Dining - VAS will be managed in accordance with the provisions of the CPA. You undertake to expeditiously do all things necessary to enable TLC to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the Absa Dining - VAS.
- 20 TLC reserves the right to vary these terms and conditions by providing notice of such change. Any queries in this regard and a copy of these terms and conditions can be obtained through Absa or on www.absadining.co.za. These terms and conditions shall be governed by the laws of the Republic of South Africa.