

CLUBMILES REWARDS AND TOTAL SOUTH AFRICA TERMS AND CONDITIONS



1. General

- 1.1 These Terms become effective upon completion of the registration process for ClubMiles and acceptance of the Terms.
- 1.2 You are required to read and understand the full contents of the Terms.
- 1.3 You are obligated to comply with these Terms as a member of ClubMiles as they are a binding agreement between you and Diners Club.
- 1.4 Important clauses, which may limit our responsibility or involve some risk for you, will be in bold. You are required to pay special attention to these clauses.
- 1.5 These Terms are in addition to and must be read with the ClubMiles Rewards Programme Terms and Conditions as ("**ClubMiles Terms and Conditions**").

2. Definitions

- 2.1 **Active Member** at a point in time, means a Member who has Collected or Redeemed Miles on their ClubMiles account within the previous consecutive 12 month period from that point in time.
- 2.2 **Card** means Diners Club charge card (Privé and/or Platinum), Diners Club corporate card, Diners Club lodged cards, and/or any other card issued by Diners Club
- 2.3 **ClubMiles** means the loyalty rewards programme, established in accordance with the CPA, and offered to you by us, and that rewards you for your relationship with Diners Club.
- 2.4 **Collect/Collecting** means the process whereby you can accrue Miles when using your Card(s).
- 2.5 **CPA** means the Consumer Protection Act 68 of 2008, as amended from time to time
- 2.6 **Diners Club** means Diners Club of South Africa (Proprietary) Limited.
- 2.7 **Member/You/Your** - means a Diners Club member and/or Secondary Cardholder who has registered as a member of ClubMiles.
- 2.8 **Miles** mean the rewards you can Collect through ClubMiles.
- 2.9 **Secondary Cardholder** means the additional ClubMiles member who is issued a secondary membership number, off a primary Diners Club account, and who has, with the primary account holder's consent, registered for ClubMiles.
- 2.10 **TSA Service Stations** means all participating retail TSA Service Station vendors from whom you can Collect and Redeem Miles.
- 2.11 **TSA** means Total South Africa Proprietary Limited (Registration no. 1954/003325/07).

3. Product Inclusions and Exclusions

Only Active Members will Collect Miles when paying at Total Service Stations using their Card.

4. Collecting ClubMiles

- 4.1 You will Collect Miles at Total Service Station as follows:
 - 4.1.1 Private Members: 1 Mile will be Collected for every R30 spent on your Card.

4.1.2 Corporate Members: 1 Mile will be Collected for every R50 spent on your Card.

- 4.2 Members can pay for fuel, shop, food and services at a Total Service Station and Collect Miles.

5. Amending of Terms and Conditions

Diners and TSA reserve the right to jointly amend replace, or supplement these Terms from time to time.

6. Promotions / Specials

- 6.1 From time to time Diners Club and TSA may run promotional campaigns to incentivise Members.
- 6.2 These promotions / specials will only be available to Active Members who have adhered to these Terms as well as the ClubMiles Terms and Conditions which can be found at <http://www.dinersclub.co.za/clubmiles/>

7. Disclaimers and exclusion of liability

- 7.1 TSA shall not be liable in any way for any loss, damages or costs suffered by the customer arising, either directly or indirectly, from the Collection or Redemption by you of Miles.
- 7.2 Under no circumstances shall TSA be liable for any indirect or consequential damages howsoever arising.
- 7.3 TSA shall not be liable for any loss, damages or costs resulting from the alteration to, or termination of the ClubMiles whether by Diners Club or otherwise, except where such loss, damages or costs is caused directly and exclusively by TSA's gross negligence or wilful misconduct.
- 7.4 TSA will not be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to or use of this website or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, delict, product liability or otherwise, even if advised of the possibility of such damages.
- 7.5 Where TSA provides hyperlinks to websites to external websites that are operated by external parties, TSA does not endorse the product and/or services, terms or content of the external website.

8. General

- 8.1 These Terms shall be governed by the laws of the Republic of South Africa.
- 8.2 These Terms are not negotiable and you may not change any of these Terms.