



ESSENTIAL REWARDS PROGRAM TERMS AND CONDITIONS
06 February 2017

1. Introduction

- 1.1 These Terms and Conditions govern the Essential Rewards Program, formerly known as Essence. It is the Member's responsibility to read and understand this document. When earning and using the Essential Rewards Program Points, Members will be responsible for ensuring they comply with these Terms and Conditions.
- 1.2 These Terms and Conditions are effective as at the date specified above and may be amended by Essential Med from time to time. The current Terms and Conditions are those available on this page at www.essentialrewards.co.za;
- 1.3 Essential Rewards Program Points are provided on the terms and conditions specified by Program Partners who each operate a Reward Scheme. These Terms and Conditions operate in conjunction with the relevant Reward Scheme terms and conditions.

2. Definitions

2.1 In these Terms and Conditions unless the context otherwise requires:

Account User	means any individual who is authorised by Essential Med to have access to the Membership Account;
Active Member	at a point in time, means a Member who has earned or converted Essential Rewards Points on their Membership Account within the previous consecutive 12 (TWELVE) whole month period from that point in time;
Anniversary Month	means each anniversary of the month during which a Member joined the Essential Rewards Program;
Benefits Claim	means a claim by a Member that the Member has not received a Essential Rewards Program Benefit to which that Member is entitled;
Card	means the Essential Rewards Program Membership card or its electronic equivalent (if any);
Claim	means any action, legal claim, demand, suit, judgment or proceedings of any nature or kind whatsoever;
Benefit Earner	means (except as may otherwise be defined in the applicable Reward Scheme terms and conditions) a Member who may earn

- Essential Rewards Program Points under these Terms and Conditions or the relevant Reward Scheme;
- Eligible Products** means the goods and services in relation to which Essential Rewards Program Points are offered to Members from time to time by a Program Partner under its Reward Scheme;
- Essential Med** means Essential Med Proprietary Limited, Registration number 2011/116999/07, a company with limited liability registered as such in accordance with the laws of the Republic of South Africa; or its nominee;
- Essential Rewards Program Point** means points accrued under Essential Rewards Program and includes Essential Rewards Points, discounts and rebates offered to Members by a Program Partner under its Reward Scheme and any Essential Rewards Program special offers made by Essential Med or other Program Partners from time to time;
- Essential Rewards Program** means the loyalty program described on the website www.essentialrewards.co.za and known as Essential Rewards Program, or any replacement program;
- Essential Rewards Program Service Centre** means the service centre whose details are available at www.essentialrewards.co.za operated by or on behalf of Essential Med to provide customer service and handle administrative issues of Members;
- Group** means any group defined as such from time to time by Essential Med;
- GST** means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by South African Receiver of Revenue;
- Intellectual Property Rights or IPR** means all intellectual property rights and related rights, including patents, copyright, registered designs, trademarks and the right to have confidential information kept confidential and any application or right to apply for registration of any of those rights;
- Loss** means all liabilities, losses, damages and costs and expenses suffered or incurred in connection with a Claim including, without limitation, consequential or economic loss or loss of profits;
- Marketing Material** means any advertising, promotional, marketing or consumer material or content prepared by or on behalf of Essential Med or any Program Partner which:
- a. is intended for distribution through any Essential Rewards Program advertising, marketing or sales channel; or
 - b. in any way refers or relates to Essential Rewards Points;
- Member** means an individual having a postal mailing address in the Republic of South Africa who is registered with the Essential Rewards Program as a member of the Essential Rewards Program and **Membership** has a corresponding meaning;
- Membership Account** means in relation to each Member the membership account maintained by or on behalf of Essential Rewards Program in which

all membership details are held and which records Essential Rewards Program Benefits;

Membership Year: for the first year, commences on the day of joining Essential Rewards Program and concludes on the last day of the Member's Anniversary Month the following year; and

subject to Membership renewal, for each successive year commences on the first day of the month following a Member's Anniversary Month and concludes on the last day of the Member's Anniversary Month in each relevant following year,

Personal Information has the meaning given to that term in the *Protection of Private Information Act 4 of 2013*, as amended;

Points means points as allocated to members in accordance to Annexure A hereto;

Product Membership means a valid subscription to those products (excluding Essential Rewards) offered by Essential Med from time to time, which product carries eligibility to accumulate Points;

Program Partner means an entity that offers Essential Rewards Program Benefits to Members under its Reward Scheme and includes Essential Med;

Reward Scheme means a reward scheme to be operated by or on behalf of a Program Partner under which Members will be entitled to receive Essential Rewards Program Benefits; and

Terms and Conditions means these Essential Rewards Program Terms and Conditions;

Valid subscription means a fully paid-up subscription to Essential Med product/s and/or services.

2.2 In these Terms and Conditions, unless the contrary intention appears:

- a. the singular includes the plural and vice versa;
- b. a reference to 'include' or 'including' means 'including but not limited to'; and
- c. references to any statute or statutory provision includes any re-enactment or replacement thereof and will include any regulations or other subordinate legislation made under the relevant statute.

3. Condition precedent

In order to be eligible for the Essential Rewards Program, a member must be a valid subscriber to an Essential Med Product/s eligible for Point allocation as indicated on Annexure A hereto.

4. Changes to Essential Rewards Program

4.1 Subject to clause 4.2 Essential Med reserves the right to make any changes (whether material or otherwise) to the Essential Rewards Program, the Terms and Conditions and the Essential Rewards Program Points offered including changes to:

- a. the ways in which Essential Rewards Program Points are earned;
- b. Essential Rewards Program benefits, including their continued availability;
- c. Membership requirements, including entry criteria and any fees;
- d. the expiry of Membership and accrued Essential Rewards Points;
- e. the way in which the Essential Rewards Program is administered;
- f. the Program Partners or their Reward Schemes and the Eligible Products on which Essential Rewards Program Benefits may be earned; and
- g. any Essential Med role or activities under Essential Rewards Program.
- h. the eligibility of a Group to participate in the Essential Rewards scheme.

4.2 Essential Med shall inform Members of material changes to these Terms and Conditions and, where such changes will limit Essential Rewards Program Benefits, when practicable, will give Members at least 30 (THIRTY) days' notice by updating these Terms and Conditions and related information on essentialrewards.co.za.

5. Termination or suspension of Essential Rewards Program

- 5.1 Essential Med gives no undertaking as to the continuing availability of Essential Rewards Program. Essential Med may terminate or suspend the Essential Rewards Program at any time. Essential Med will give at least 30 (THIRTY) days' notice to Members of such termination or suspension, except for other reasons outside Essential Med's control, in which case Essential Rewards Program will cease immediately.
- 5.2 If Essential Med terminates or suspends the Essential Rewards Program (other than under the exception in clause 5.1, Members will be able to redeem or transfer Essential Rewards Points during the notice period referred to in clause 5.1.

6. Membership

- 6.1 Membership of Essential Rewards Program is open only to Members having a postal mailing address in the Republic of South Africa and who pay all subscriptions (if any) due in any Membership Year. Members who cease meeting these requirements will forfeit their Membership entitlement and all Essential Rewards Program Points will expire with immediate effect.
- 6.2 Members must apply for Membership and pay any applicable subscriptions or other fees due and payable to be eligible to earn Points.
- 6.3 Essential Med in its sole discretion reserves the right to accept or reject any application for Membership.
- 6.4 By applying for Membership, using the Membership Account or earning or using Essential Rewards Program Points, the applicant agrees that upon acceptance of the application by Essential Med, the applicant will become a Member and will be bound by these Terms and Conditions.

- 6.5 Each Member can have only one Membership Account. If more than one Membership Account has been assigned to a Member in error, the Member must promptly inform Essential Med and Essential Med may cancel the excess Membership(s). Membership is not transferable.
- 6.6 Each Member will have online access at essentialrewards.co.za by registering their username, password and other security information. It is the responsibility of Members to ensure all their Account Managers and Account Users keep their username, password and other security information secure.
- 6.7 Members may, at any time, cancel their Membership by calling the Essential Rewards Program Service Centre at 0861 70 70 70. Upon receipt of a cancellation request, Essential Med will cancel the relevant Membership and all accumulated Essential Rewards Program Benefits in that Member's Membership Account will expire within 30 (THIRTY) days after date of cancellation. Accordingly, Essential Med recommends that Members carefully consider any plans to cancel their Membership to avoid unintentional loss of accumulated Essential Rewards Program Benefits.
- 6.8 Essential Rewards Points are not redeemable for cash at Essential Med and it cannot be utilised for payment of any premium or amount/s due to Essential Med.

7. Use of the Card

- 7.1 Essential Med shall issue a Card to Members and may also issue Cards to the Member's authorised Benefit Earners.
- 7.2 The Card is and will remain the property of Essential Med and must be returned or destroyed on demand.
- 7.3 The Card is valid for use only by the Member or their authorised Benefit Earner, if applicable, to whom it was issued and is not transferable in any circumstances.
- 7.4 If a Card has been issued, Essential Med or the relevant Program Partner may require the Member or Benefit Earner to produce their Card in order to earn Essential Rewards Program points through a Reward Scheme or while making a Benefit Claim.
- 7.5 In the event of loss, theft or unauthorised use of a Card, it is the responsibility of the relevant Member to advise Essential Med as soon as possible of such a fact and the cost of replacement and delivery for a lost or stolen card will be for the account of the Member.

8. Member obligations and responsibilities

- 8.1 Members must, and must ensure they and their and Benefit Earners:
- a. comply with these Terms and Conditions; and

- b. do not abuse or misuse any Essential Rewards Program Points, services or arrangements accorded to the Member as a result of Membership, including by:
 - i. engaging in illegal or fraudulent activities;
 - ii. supplying or attempting to supply false or misleading information, or making a misrepresentation to Essential Med or any Program Partner;
 - iii. selling, assigning or transferring, or offering to sell, assign or transfer any Essential Rewards Program Point or benefit other than in accordance with these Terms and Conditions; or
 - iv. acting in a hostile, abusive or aggressive way towards Essential Med, its representatives or any Program Partner.
 - v. creating multiple Membership Accounts that each receive Essential Rewards Program Points.

8.2 A Member who is an association, council, federation, union, or other representative body or club may join Essential Rewards Program but can only earn Essential Rewards Program Benefits in relation to the owner, director, officer, employee, contractor, consultant, partner or principal of the Member (and not those of its members, constituents or other participants).

8.3 Each Member is responsible for regularly checking its Membership Account and keeping its Membership details up to date and must notify Essential Med of any changes, omissions or incorrect details upon the Member or Account Manager becoming aware of them. Essential Med shall not be held responsible for any failure by a Member to notify Essential Med of any such changes, omissions or incorrect details, or for any incorrect information supplied to Essential Med.

8.4 Nothing in these Terms and Conditions gives rise to any transfer of Intellectual Property Rights and Members must not use, or cause to be used, the IPR of the Essential Rewards Program, Essential Med or a Program Partner without the express permission of Essential Med or the relevant Program Partner.

9. Suspension or termination of Membership

9.1 If a Member ceases to be a member, has breached any of these Terms and Conditions or any Reward Scheme's terms and conditions, or has failed to pay any money due under Essential Rewards Program (including Membership Fees) by the due date, whether intentionally or otherwise, Essential Med may do any one or more of the following:

- a. suspend the operation of the Member's Membership Account;
- b. suspend the right of the Member to use the Card and/or the right to earn or receive Essential Rewards Points;
- c. cancel or refuse to honour any discount or rebate that has been offered or awarded to the Member;
- d. cancel any Essential Rewards Points, or terminate the Membership.

9.2 If Essential Med intends to take action under clause 9.1, it will notify the Member of its intention and the reason to do so.

9.3 Unless otherwise required by applicable laws, Essential Med will not be liable for any Loss whatsoever suffered by any person as a result of any action under these clauses 9.1 or 9.2.

10. Reward Schemes and Benefits

10.1 Essential Rewards Program Benefits are offered under the applicable Reward Scheme's terms and conditions. A Program Partner may limit the Essential Rewards Program Benefits offered. For example, Essential Rewards Program Benefits may not be available in relation to activity that does not have a business purpose.

10.2 It is the responsibility of each Member to ensure that it has read the terms and conditions of each Reward Scheme and is aware of the current formula under each Reward Scheme by which the Essential Rewards Program Benefits to which a Member may be entitled will be calculated and how and when Essential Rewards Program Benefits will accrue and may be used.

10.3 All goods and services supplied by a Program Partner are supplied on the terms specified by the Program Partner.

11. Crediting Essential Rewards Points

10.1 As at 1 March 2017 (**Effective Date**), all existing, active and valid members of Essential Med shall receive a total of 1 000.00 Rewards Points as a once off introductory credit.

11.2 Subject to clause 11.3, after a Member has earned Essential Rewards Points under a Reward Scheme, Essential Med will credit the relevant number of Essential Rewards Points to a Member's Membership Account at the end of each month in accordance with Annexure A. Members are responsible for checking that the correct number of Essential Rewards Points have been credited to their Membership Account.

11.3 Essential Med reserves the right to reverse or cancel any Essential Rewards Points credited to a Member incorrectly or not credited in accordance with, or credited in breach of, these Terms and Conditions or the terms and conditions of the relevant Reward Scheme.

11.4 Essential Med may, pursuant to the terms and conditions of a relevant Reward Scheme from time to time:

- a. introduce or vary a cap on the number of Essential Rewards Points that can be earned in connection with the relevant Reward Scheme by a Member; or
- b. make an offer of bonus Essential Rewards Points to Members on terms determined from time to time by Essential Med.

11.5 Unless otherwise specified in the terms and conditions of a relevant Reward Scheme Essential Rewards Points will not be earned in relation to any Eligible Products that are cancelled or refunded. Essential Med may cancel or deduct any Essential Rewards Points that have been credited to a Member's Membership Account in relation to cancelled, refunded or returned products or services.

11. Validity of Essential Rewards Points and Membership Account

- 11.1 All Essential Rewards Points in a Membership Account of Member will expire at midnight South African time at the end of the 12th (TWELFTH) consecutive month for which the Member earned Essential Rewards Points in the Essential Rewards Program. Essential Rewards Points are deemed to be earned on the date of allocation.
- 11.2 Essential Rewards Points cannot be re-credited once they have expired, and unused points will not roll over to the thirteenth month;
- 11.3 Once expired or terminated a Membership Account cannot be reinstated and any Essential Rewards Program Benefits held in that Membership Account cannot be reinstated. However, a new application for Membership may be made.

12. Essential Rewards Points to credit

- 12.1 Each Member is responsible for ensuring that it has sufficient Essential Rewards Points to transfer in accordance with this clause 12 before it seeks to do so.
- 12.2 A minimum of points to the equivalent of R100.00 (ONE HUNDRED RAND) must be transferred at during any one transaction, or such other minimum amount as Essential Med may stipulate from time to time.
- 12.3 Essential Med Employees and their relatives do not qualify for Points, except where expressly so allowed by Essential Med in its sole discretion;
- 12.4 Essential Med reserves the right to introduce a cap on the number of Essential Rewards Points which can be transferred by a Member in any one transaction, and on the number of Essential Rewards Points which can be transferred by a Member in any Membership Year.

13. Activity Statements

- 13.1 Members may access their Membership Account at www.essentialrewards.co.za. An activity statement can be downloaded or printed but no paper statements will otherwise be provided.

14. Essential Rewards Points usage

- 14.1 The Essential Rewards Card is to be submitted to the relevant Program Partner. Essential Med and each Program Partner reserves the right to require proof of valid subscription by the Member, including copies of receipts or similar documentation to substantiate membership.
- 14.2 Crediting of Essential Rewards Points cannot be made if the Membership is not current or if the Membership Account was not current at the time the relevant transaction or activity was undertaken.
- 14.3 The Program Partners are those advertised on www.essentialrewards.co.za.

15. Taxation Implications

- 15.1 Essential Med recommends that Members and their nominated Essential Rewards Points Recipients consult their accountant or tax adviser to ensure that they understand possible tax implications for which they may be liable in relation to their Membership of Essential Rewards Program and their earning and use of Essential Rewards Points or other Essential Rewards Program Benefits.

16. Personal information

- 16.1 It is a condition of Membership of Essential Med that a Member consents and authorises Essential Med to collect, use, store and disclose, for the purposes described in clause 16.2, the information it provides on its application form and other information that Essential Med and any Program collects in relation to the Member's participation in Essential Rewards Program, including information about the Member's business, its Account Users, Benefit Earners and nominated Essential Rewards Points Recipients.
- 16.2 The purposes referred to in clause 16.1 are for each of Essential Med or the applicable Program Partner:
 - a. operate and manage Essential Rewards Program and Partner Reward Schemes, including making goods and services and Essential Rewards Program Benefits available to Members;
 - b. facilitate the transfer of Essential Rewards Points earned in Essential Rewards Program to nominated Essential Rewards Points Recipients;
 - c. improve Member service, including by means of research, marketing, product development and planning;
 - d. market its products or services or the products or services of third parties;

- e. facilitate any third party providing goods and services to the Member, Essential Med and any Program Partner in connection with Essential Rewards Program; and
- f. as otherwise provided in the Essential Med Privacy Statement

- 16.3 In addition to the purposes described in clause 16.2, Essential Med or any Program Partner may disclose the personal information to comply with its legal obligations, including to law enforcement agencies, courts and government or regulatory bodies. Under those circumstances or where otherwise required by law, the information may be shared with others with or without that Member's knowledge or consent.
- 16.4 The Member must ensure that each of its Account Users, Benefit Earners and nominated Essential Rewards Points Recipients consents to the collection, use, storage and disclosure of their personal information for the purposes described in this clause 16.
- 16.5 If all or any part of requested information is not provided, the services under Essential Rewards Program may be affected or may not be able to be provided.
- 16.6 On request and to the extent permitted or required by law, Essential Med will provide an individual access to and the ability to correct the personal information held about them by Essential Med.
- 16.7 This clause 16 survives the termination of these Terms and Conditions and the termination or suspension of Essential Rewards Program.

17. Liability

- 17.1 Nothing in these Terms and Conditions affects any rights a Member may have and which by law cannot be excluded, including under the Consumer Protection Act, 2008 and Competition Act 1998 (both as amended) (the Acts) and consumer protection legislation.
- 17.2 Subject to clause 17.1, Essential Med and any of the officers, employees, agents and contractors of Essential Med are not liable for any Loss of any kind, arising under or in connection with these Terms and Conditions including any changes to the Terms and Conditions or the Essential Rewards Program, except to the extent that such loss or claim arises from the negligence or willful misconduct of Essential Med, or any of its officers, employees, agents or contractors.

18. General

- 18.1 The Terms and Conditions and Membership in the Essential Rewards Program are governed by and will be construed in accordance with the laws of the Republic of South Africa irrespective of where the application for Membership in Essential Rewards Program has been completed by the Member or submitted to Essential Med.

- 18.2 In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions and/or Membership in Essential Rewards Program each Member submits to the jurisdiction of the Magistrates Court;
- 18.3 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

06 February 2017.
Essential Med

ESSENTIAL REWARDS POINTS

What are we rewarding?	How often?	Gold Tier	Silver Tier	Bronze Tier
Sign up online with Essential Med Sign up with Essential Med online	When you apply for a policy	500 Essential Rewards Points	500 Essential Rewards Points	500 Essential Rewards Points
Sign up to Essential Rewards We will reward you for registering on Essential Rewards	Once off, upon registration	500 Essential Rewards Points	500 Essential Rewards Points	500 Essential Rewards Points
Refer a friend Rewarded after friend's 3 rd successful premium collection	Whenever you refer a friend and they take up a Policy	1 500 Essential Rewards Points	1 500 Essential Rewards Points	1 500 Essential Rewards Points
Bi Annual Renewal After 6 consecutive payments, we will reward you	Every 6 months from the inception date of your Policy	3 000 Essential Rewards Points	1 500 Essential Rewards Points	1 000 Essential Rewards Points
No Claim Bonus No claims in 6 consecutive months? We want to give you something back	Every 6 months from the inception date of your Policy	3 000 Essential Rewards Points	1 500 Essential Rewards Points	1 000 Essential Rewards Points

CONDITIONS: POINTS

- a. Essential Med employees and their families or relations do not qualify for earning points;
- b. Points earned on a no-claim basis will be paid out once the no claim status was confirmed by our service providers, but no sooner than 90 days after to allow for any outstanding claims to be received after the no claim three month period;
- c. Points carry a Rand value of R100 for every 1000 Reward Points and, subject to b above, will be allocated 30 (thirty) days after the earning thereof;
- d. Essential Med reserves the right, in its sole discretion to cap the amount of points earned;
- e. Membership carries a Bronze Status when the monthly product premium is less than R650.00 (SIX HUNDRED AND FIFTY RAND) per month, and carries a Silver Status when premiums exceed R650.00 (SIX HUNDRED AND FIFTY RAND) per month and carries a Gold Status when the monthly product premiums exceed R1 500.00 (ONE THOUSAND FIVE HUNDRED RAND);