

Terms and Conditions of the Canal Walk Visa Electron Gift Card.

Your application for and use of the Canal Walk Gift Card shall be subject to the following terms and conditions.

Definitions

- "card" means the Canal Walk Gift Card
- "cardholder" means the person who uses the card
- "you" or "your" means the cardholder
- "we" or "us" means Canal Walk, Drawcard and Rennies
- "Drawcard" means Drawcard (Proprietary) Limited (Registration No. 2003/019899/07)
- "Rennies" means Rennies Bank Limited (Registration No.2000/006478/06)
- "Canal Walk" means Canal Walk Shopping Centre, co-owned by Hyprop Investments Ltd Reg No 1987/05284/06 and Ellerine Bros (Pty) Ltd Reg No 1960/001074/07
- "Visa Rules" means those rules, regulations, by-laws as published from time to time by Visa International Services Association, and all of its subsidiaries, affiliates, successors or assigns, as amended, modified or substituted from time to time.

1. Your card

- 1.1. You agree that these terms and conditions apply to you and, any subsequent cardholder, by gift or otherwise.
- 1.2. The card may not be refunded or exchanged for cash or credit.
- 1.3. We may verify your identity and may decline to issue a card if you cannot give us satisfactory proof of your identity. (i.e. ID document)
- 1.4. The cardholder must sign in ink in the space provided at the back of the card as soon as he or she receives it only the person whose signature is on the card is authorised to use it.
- 1.5. Rennies remains the owner of the card.
- 1.6. Purchase authorisation will be declined if terms and conditions are breached.
- 1.7. At expiry of the card, you forfeit all unused funds.
- 1.8. The card is not re-loadable.

2. Using your Gift Card

- 2.1. The card has an expiry date which is printed on the front of the card and it will be valid until the last day of the month as printed on the front of the card.
- 2.2. The card may only be used in South Africa.
- 2.3. The card may be used to pay for goods and services at suppliers/merchants who display the Visa Electron logo. When paying, you must sign a transaction slip and keep it for your records. No remote transactions are allowed, such as ordering via mail, telephone or Internet.
- 2.4. The total Rand amount of purchases will be deducted from the value of the card.
- 2.5. All transactions in excess of the card balance will be declined.
- 2.6. The card may not be used for any illegal transactions. It is your responsibility to determine whether a transaction is legal or not.
- 2.7. We, Drawcard and Rennies will not be liable if a supplier/merchant refuses to accept your card.
- 2.8. We, Rennies, DrawCard, Visa, and their affiliates, employees, and agents are not responsible for the services or merchandise purchased with the card or for the return or exchange thereof.
- 2.9. Exchange or return of merchandise purchased in whole or in part with the card will be governed by the procedures and policies of the merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the card.
- 2.10. You acknowledge that your use of the card may be suspended or terminated from time to time for any reason whatsoever and that we, Drawcard and Rennies shall have no liability whatsoever in consequence of any such suspension or termination.
- 2.11. Canal Walk will not accept responsibility should a tenant not accept the Canal Walk Gift Card as a form of payment.

3. Unauthorised use of your card

3.1. You are responsible for the safekeeping and proper use of your card, neither will Drawcard, Rennies or us be liable if it is damaged, lost, stolen or copied.

3.2. You must notify us immediately if your card is lost or stolen. We will stop the card as soon as reasonably possible after being advised, but you will be responsible for all cash withdrawals and payments made with the card before such notification.

3.3. Unauthorised transactions may be disputed by you which will be investigated after the receipt of an affidavit from you that you did not authorise the transaction.

4. Malfunction of electronic facilities

4.1. We are not responsible for any loss arising from any failure, malfunction or delay in any electronic device, resulting from circumstances beyond our reasonable control.

4.2. Unless a reversal or charge-back is allowed by and authorised pursuant to the Visa Rules:

4.2.1. We are unable to reverse or charge-back any payment;

4.2.2. Any dispute with a merchant/supplier regarding a reversal or charge-back should be resolved by you with that merchant/supplier; and

4.2.3. All payments made to a merchant/supplier for any transaction are final and irreversible.

5. Interest and other charges

5.1. No interest will accrue on positive balances on your card.

6. Applicability of Visa Rules

6.1. To the extent relevant, the Visa Rules apply to this contractual relationship, and shall be deemed to be incorporated herein by reference.

7. Termination of agreement

7.1. You may, at any time, terminate this agreement by destroying the card by cutting through the magnetic stripe and account number. You will be responsible for any transactions if the card is not destroyed correctly and is used.

7.2. We may choose at any time to revoke your card to protect our interests.

7.3. Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before termination.

8. General

8.1. You may not vary these rules.

8.2. South African law governs these rules.

8.3. Card statements will not be forwarded to you but balances can be requested at any Canal Walk Shopping Centre Information Kiosk.

9. Third Party Service Providers. You acknowledge and agree that:

9.1. Canal Walk may not, for whatever reason, perform the card related functions or services required pursuant to the Visa Rules, including without limitation, transaction authorisation and settlement services, which only members of Visa or their appointed agents may perform.

9.2. Canal Walk shall be entitled without restriction to nominate any third party supplier/s (including, without limitation Drawcard and Rennies) to render those functions or services (in whole or in part) required on its behalf.

Canal Walk Gift Card

WHY DO WE ASK FOR YOUR NAME AND ID?

- As use of the Visa Gift Card is considered a financial transaction and the Gift Card is issued by a bank This is a requirement in terms of the Financial Intelligence Centre Act of 2001 (FICA).
- FICA was enacted to combat money laundering.
- Whilst this is inconvenient to innocent people such as yourselves, this is a legal requirement and can be seen as assisting in the combating of crime.
- This allows Canal Walk and its management to fulfill its requirements in terms of the FICA legislation.
- By giving us additional information such as your email address, cell number etc we will be able to keep you advised of new and exciting events, competitions and specials happenings at Canal Walk.

WHAT IS REQUIRED?

In the case on an individual we require your full names and a valid South African ID number or passport number.

In the case of a company we require the company name and company registration number.

WHAT WILL WE DO WITH YOUR PERSONAL DETAILS?

- These WILL NOT be disclosed to any third party unless required in terms of FICA legislation.
- If you have provided us with additional contact details we may send you information relating to Canal Walk from time to time. You will be able to request that this not be done.

WHAT IF I AM NOT WILLING TO PROVIDE THESE DETAILS?

Unfortunately we will not be able to sell you a Gift Card.

You may contact Centre Management during office hours on 021 529 9600.