

**ONE AND DONE REWARDS PROGRAMME
WEBSITE USER AGREEMENT,
TERMS & CONDITIONS**

1. Definitions

1.1 In these general terms and conditions ("Terms"):

- 1.1.1 "Access Details" means the username and password we provide to you or created by you upon registration for the Services for the purposes of giving you access to the Services;
- 1.1.2 "BIAH" means Boehringer Ingelheim Animal Health South Africa (Pty) Ltd, the entity who offers the One and Done Rewards Programme to its Customers by means of the Website;
- 1.1.3 "Boehringer Ingelheim Group" means the group of companies to which BIAH belong, and which has a global presence;
- 1.1.4 "Customer" means any Customer of BIAH as veterinary practices purchasing specified BIAH products or as individuals benefitting from the BIAH training programme as front shop staff, as agreed to between BIAH and Practices;
- 1.1.5 "ECT Act" mean the Electronic Communication Act, 2005;
- 1.1.6 "Loss" means any loss, including loss of profit, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential.
- 1.1.7 "One and Done Rewards Programme" means the programme being managed through the website www.oneanddonerewards.co.za, which is a programme of Boehringer Ingelheim Animal Health South Africa Pty Ltd, which website and rewards are administered by the Rewards Factory and which programme is subject to the One and Done Rewards Programme Terms and Conditions;
- 1.1.8 "Operator" has the meaning attributed to it in the POPI Act, and in this instance means Rewardedco Proprietary Limited trading as the Rewards Factory, and which has designed and built- and hosts, maintains, administers and manages the Website and the Rewards offered through it and by means of mobile USSD for rewards redemption;
- 1.1.9 "POPI Act" means the Protection of Personal Information Act, 2013 and all Regulations and Guidances issued thereunder;
- 1.1.10 "Practice" means a veterinary practice, who has a log-in and through which a designated practitioner that form part of that practice may access the website and the Services;
- 1.1.11 "Privacy Policy" means the privacy policy adopted by us and which forms part of these Terms;
- 1.1.12 "Programme Terms and Conditions" mean the Terms and Conditions associated with the One and Done Rewards Programme, as distinct from- but related to these Website Terms and Conditions;
- 1.1.13 "Services" means the provision of the Website and the activities related thereto, and the Services made available by us via the Website by means of which you are able to, amongst other things, register and log into the Rewards Programme, qualify for and redeem rewards, complete training modules and use the various functionalities offered by the Website, and which includes services made available by means of functionality on a registered mobile phone by means of USSD-technology;
- 1.1.14 "Trainee" means a person who works in a Practice, and who participates in the training modules offered by the One and Done Rewards Programme;
- 1.1.15 "Use" means to use, access, refer to, view or make use of the Services;
- 1.1.16 "USSD" means Unstructured Supplementary Service Data which is a Global System for Mobile Communications (GSM) protocol that is used to send text messages via mobile phones;
- 1.1.17 "We", "our", "us" and "www.oneanddonerewards.co.za" means the Website, the Rewards Factory and Boehringer Ingelheim Animal Health South Africa Pty Ltd, including any closed off sections of the website, any portals or links on the website, any applications, and the likes, through which the Website and the Services are rendered. Furthermore, any reference to us will be deemed to also include our employees, officers, partners, representatives, agents, contractors, all shareholders, advisers, service providers, suppliers and content providers;

- 1.1.18 "Website" means the website which is accessible at the URL: www.oneanddonerewards.co.za, through which the Services provided;
- 1.1.19 "You" and "your" means any person who makes use of the Website, and registers to qualify for and/or claim rewards.
- 1.2 Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases not defined in these Terms but defined in the Protection of Personal Information Act 4 of 2013 ("POPI Act") and the Electronic Communications and Transactions Act 25 of 2002 ("the ECT Act") will bear the same meaning given to them in POPI and the ECT Acts.
- 1.3 These Terms and any additional document we incorporate by reference shall apply to you when you use the Website and/or any part of the Services.

2 What do these Terms regulate?

- 2.1 These Terms set out the agreement between us and you, and the terms and conditions upon which you may:
- 2.1.1 use the Services;
- 2.1.2 register and log into and use the Services; and
- 2.1.3 otherwise use the Website or USSD technology, including the use of the information, content, products or services including (without limitation) any text, software, icons, graphics, images, sound clips, trade names, logos, designs, trademarks and service marks which are displayed on, available on or incorporated in the Website ("the Website Content"), to the extent that such Website Content is not regulated by its own terms of use.
- 2.2 These Terms only relate to veterinary practices and individuals who participate in the One and Done Rewards programme of BIAH.

3 Your agreement to comply with these Terms

- 3.1 You agree that:
- 3.1.1 clicking/checking "I Agree", making use of any of the Services and/or any use of the Website or application signifies your unconditional agreement to comply with all of the terms and conditions of these Terms;
- 3.1.2 we may, at any time, amend the Terms or introduce additional terms and conditions relating to the Services or any other service, content, products, facilities or functionality which is made available by us by way of the Website or otherwise. You will be regarded as having agreed to such amendments as set out in paragraph 14.2 of these Terms; and
- 3.1.3 we may, in our sole discretion, at any time and for any reason and without prior notice, suspend or terminate the Services, the operation of the Website or any of the Website Content or the right to use the Services, the Website or any of the Website Content, or application.
- 3.2 If you do not agree to these Terms you must not make use of:
- 3.2.1 the Services; and/or
- 3.2.2 the USSD; and/or
- 3.2.3 the Website and/or application and the Website Content and you must immediately delete all copies of the Website Content in your possession or under your control.
- 3.3 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team on Tel : 011 449 7022 support or send us an email to hello@therewardsfactory.co.za
- 3.4 For any queries relating to the One and Done Rewards Programme rules, and/or any BIAH product, please contact hello@rewardsfactory.co.za
- 3.5 You agree that you are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you to use the Website, application, the Website Content, USSD technology and the Services. In this regard, you must, at all times, provide your own hardware (routers, modems, etc.), software, and adequate internet connectivity and

telecommunications infrastructure so as to receive the Services and ensure that the Website can operate.

3.6 The Website will work optimally on [*Google Chrome, Safari or Microsoft Edge*]. Your failure to maintain and/or upgrade software on your systems used to operate the Website and the USSD, may result in it not working optimally or correctly. This remains your responsibility.

3.7 You agree that the Website and the Services is not exclusive, and we may, subject to our Privacy Policy and the necessary consents required under law, grant access and rights to any other person or entity.

4 Access to the Website and use of information processed through the website and ussd system

4.1 The Website is accessible only to qualifying Customers in terms of the qualifying criteria set by BIAH and to which Practices subscribe ("Programme Terms and Conditions"). A copy of the One and Done Rewards Programme Terms and Conditions is available from *ahrewards@boehringer-ingelheim.com*

4.2 The Website records and stores of Customers' personal details, and to the extent applicable, performance details relating to the training programme or purchasing data related to the One and Done Rewards Programme.

4.3 BIAH provides the Operator with the required information, which is uploaded onto the Website by the Operator. BIAH has no access to the personal information once uploaded to the Website, or any information added to the Website through the log-in process, and/or the provision of Services.

4.4 BIAH has no access to how Rewards are being used by Customers.

4.5 Requests for access to personal information, must be filed by using the Promotion of Access to Information Act, 2000 (PAIA) requester forms to be emailed to *hello@therewardsfactory.co.za*.

4.6 PAIA requests relating to the One and Done Rewards Programme outside of the Services as offered through the Website, must be directed to *METAdataprotection.AE@boehringer-ingelheim.com*.

4.7 To register for the Services, Customers will create a profile of a username and password and in so registering, -

4.7.1 You agree to these Terms;

4.7.2 You will provide us with all the information we require in order to make the Services available to you, including but not limited to the following information that is necessary for the Website and the One and done Rewards programme to work:

(i) The Practice name;

(ii) The User (your) name and surname;

(iii) Your role in the Practice;

(iv) The User (your) mobile telephone number;

(v) If so chosen, and if you are an individual doing the BIAH training, your birthday;

4.7.3 You undertake to ensure that your log-in and password are kept secure, and that those details are not shared with any person or entity not authorised to use the Website or the Services;

4.7.4 You agree to notify us immediately should you suspect that another person has obtained access to your Access Details or if you are aware of any unauthorized use of your Access Details;

4.7.5 To the extent permitted by law, you will be responsible for any Loss or damage you, the Practice or any other party may suffer if any other person accesses the Services using your Access Details.

4.8 BIAH will receive monthly reports from the Operator pertaining to the information listed below, and by participating in the One and Done Rewards Programme and by accepting these Terms and Conditions, you agree the sharing of such information, which serves the purpose of keeping track of the Programme, its performance and to measure compliance with the Programme Terms and Conditions:

(i) Accepted Website Terms and Conditions by Practices and Individual Participants;

- (ii) Points statement of all users (including unallocated points, i.e. points that are not yet been allocated to a practice or front shop participant in the programme);
 - (iii) Points assigned to Customers;
 - (iv) Points redeemed by Customers;
 - (v) If applicable to the Customer, purchasing targets levels of achievement;
 - (vi) Points balance;
 - (vii) Active and inactive users;
 - (viii) Registration of Users;
 - (ix) Mobile USSD traffic, which includes the sharing of mobile phone numbers;
 - (x) Number of trainings and associated quizzes completed.
- 4.9 The user will be able to view a Dashboard of his/her, or the Practice's, as the case may be performance on the One and Done Rewards Programme.
- 4.10 A user that represents a Practice will ensure that all individuals and veterinary practitioners in the Practice are informed of the One and Done Rewards Programme and the existence of the Website and USSD services.
- 4.11 Should you terminate your participation in the One and Done Rewards Programme, your access to the Website will also be terminated, and you will no longer receive the Services offered through the Website. This means that points not deemed will be forfeited. Points that have been redeemed as vouchers will still be valid for its full three months after issuance of the voucher.

5 Website Content and references and links to and from other websites

- 5.1 The Website and its Content is not intended to, and does not, constitute any veterinary- or pet health advice and is not a replacement or substitute for professional advice to be rendered by a registered veterinary practitioner.
- 5.2 The Website Content does not imply, and should not be construed as implying that any specific animal health remedy or treatment is necessary or required for a specific animal.
- 5.3 You acknowledge that the use of the Website do not create nor replace the professional relationship between any pet-owner and their chosen veterinary practitioner. Accordingly, whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy of the information provided as part of the training materials, you agree that any reliance hereof and hereon is solely and entirely at your own risk and that you assume full responsibility and risk of Loss resulting from the use hereof.
- 5.4 All users and customers of the One and Done Rewards Programme have to direct any questions or uncertainty relating to animal health to a chosen veterinary practitioner.
- 5.5 Your use of the information on or links to other Websites or the products or services of third parties is entirely at your own risk. We shall not be responsible for any Loss arising from or related to your reliance on, use or attempted use of Other Websites or the opinions, products or services of third parties.
- 5.6 You shall not make (and may not permit any third party to make) any reference to us, the Website or the Website Content, whether by way of a link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation or recommendation by us in relation to you or a third party or of the services, products or opinions of a third party, without our prior written consent.

6 Your behaviour when using the Website and the Services

- 6.1 Subject to the further provisions of these Terms, the Website and the Website Content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Website.
- 6.2 All veterinary Practices undertake to at all times, also when using the Website, the USSD services and when participating in the Programme, to adhere to the South African Veterinary Council rules and policies, and all applicable law pertaining to, amongst others, animal health, employment and personal information.
- 6.3 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Website.

- 6.4 You are strictly prohibited from using the Website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.
- 6.5 You shall not intercept or receive any information transmitted to or from us or the Website which is not intended by us to be received by you. You will immediately inform us if you have received any information in error and/or have accessed information that are not authorised.
- 6.6 You are not allowed to:
- (i) frame, link to, modify, distribute, commercialise, exploit and/or alter the Website or the Website Content;
 - (ii) incorporate any part of the Website Content in any other work or publication; and/or
 - (iii) perform any other act which may not be considered fair use.
- Should you wish to do so, our prior written approval is required and we are entitled, in our sole discretion, to withhold or grant consent and to impose any conditions on any consent which is granted by us. Requests for approval must be submitted to ahrewards@boehringer-ingelheim.com.
- 6.7 Use for any other purpose is expressly prohibited and may result in severe civil and criminal penalties. Violations will be prosecuted.
- 6.8 Any restrictions on the use of the Website or the Website Content shall also apply to any part of the Website or the Website Content which may be cached when using the Website or the Website Content.
- 6.9 In addition, you shall not and shall not allow a third party to:
- (i) decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Website Content ("the Software") or any files contained in or generated by the Software by any means whatever;
 - (ii) remove any product identification, copyright or other notices, from the Software or documentation;
 - (iii) lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or
 - (iv) disseminate performance information or analysis of the Software from any source relating to the Software.

7 Commencement and procedure relating to uses verification

- 7.1 Your appointment of the Website and the USSD technology to render the Services commences on and is with effect from the date on which you register for the Services and log into the Website ("the Effective Date") and endures indefinitely until terminated by yourself or us giving the you 30 calendar days' notice thereof.
- 7.2 You agree that the Operator and/or the One and Done Rewards Programme and/or their contractors and/or service providers may, on reasonable notice to you, limit or deny access to all or any part of the Services for purposes of performing any upgrade, repair or maintenance services. In these circumstances, we will use our best efforts to limit or deny your access to the Services to non-business hours.

8 Exclusion of liability for use of the Website, the Website Content and the Services

- 8.1 Your use of the Website, the Website Content and the Services is entirely at your own risk.
- 8.2 Subject to the provisions of POPI and the ECT Acts and to the fullest extent allowed by law, we shall not have any liability whatsoever in relation to the Website, the Website Content and/or the Services. You hereby indemnify us against any Loss arising from your use of or reliance on the Website, the Website Content or the Services or arising out of any of the events contemplated in paragraph 9.3 below, or any actions or transactions resulting therefrom, even if we have been advised of the possibility of such Loss.
- 8.3 In addition, you agree that:

- (i) we will not be liable for any unavailability, interruption, downtime, malfunction, or failure of the Website, the Website Content or the Services for any reason whatsoever;
- (ii) we will not be liable for any Rewards you have chosen to redeem, or any aspect of the services or goods procured through such a Reward, and the Retailers from which such Rewards are redeemed are solely responsible for the pricing, value, quality, durability and/or any aspect of any such service or good supplied by them.

8.4 To the fullest extent allowed by law and subject to the provisions of the Consumer Protection Act, 2008 and the POPI Act, if any of the limitations or exclusions of our liability in these Terms are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed R100.

9 Exclusion of warranties and representations

9.1 The Website, the Website Content and the Services (including any rewards claimed) are provided "as is" and are subject to change without notice.

9.2 We do not accept any responsibility for any errors or omissions on the Website or the Website Content. In addition, you acknowledge that the Website Content may not be accurate or complete.

9.3 Subject to the provisions of the ECT Act, the Website and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Website Content.

9.4 We also make no warranty or representation, whether express or implied, that the Website Content is free of viruses, destructive materials or any other data or code which is able to harm or otherwise impede in any manner the operation of a computer system, computer network or your hardware or software and you accept all risks in this respect.

9.5 You may also not rely on any warranty or representation, which allegedly induced you to agree to these Terms, unless the representation or warranty is recorded in these Terms.

9.6 The grant of any indulgence by us to you in respect of any matter connected to your use of the Website, the Website Content or the Services shall not constitute a waiver of any right by us or prevent or adversely affect the exercise by us of any existing or future right.

10 Intellectual Property Rights

10.1 All content on this website is the property of the Boehringer Ingelheim group of companies ("Boehringer Ingelheim Group") and is protected by copyright.

10.2 The Website, the Website Content, the Services and the Trade Names or concepts associated with and/or used in rendering the Services (such as, without limitation, the name "BIZA", "One and Done", all logo's and so forth), are protected by law. This incorporates all intellectual property rights in respect of the Website, the Website Content and the Services, including all rights, title and interest (statutory and common law) in copyright, designs, trademarks and inventions. Any unauthorised use of the Website, the Website Content and the Services and all intellectual property rights related thereto, is prohibited.

10.3 All intellectual property rights, including all rights, title and interest (statutory and common law) in copyright, trade marks, trade names of whatsoever nature existing now and in the future, remain the absolute property of One and Done Rewards and/or BIAH and/or the Operator, as the case may be. The software may not be sub-licensed, transferred or assigned without the prior written consent of BIAH and you shall not- and shall not permit access to the software and any documentation relating thereto by any third party without our prior written consent.

10.4 The tradenames of Boehringer Ingelheim products referenced herein, whether or not appearing in bold characters or with the trademark symbol ®, are trademarks of entities of the Boehringer Ingelheim Group or its licensors. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The use of these trademarks, of the company

name Boehringer Ingelheim and the company logo, except as permitted herein, is expressly prohibited and may be in violation of criminal law.

- 10.5 You will not acquire any right, title or interest, including any intellectual property rights, in or to the Website, the Website Content or the Services other than those rights expressly granted to you in these Terms.
- 10.6 Where any of the Website Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 10.7 You agree that you will not use the Services in any manner that constitutes a violation of any law (including intellectual property law), or an infringement of the rights (including the intellectual property rights) belonging to us, our licensors or any third party.
- 10.8 You agree that you will not reproduce, modify, copy, perform, transmit or commercially exploit the Website or the Services in any manner whatsoever.

11 Variation of certain deeming provisions in the ECT Act

- 11.1 By using the Website and/or the Services, you agree that these Terms create a binding agreement between us and you, even though these Terms are wholly or partly in the form of a data message. You agree specifically that:
 - 11.1.1 the agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website, irrespective of whether you registered and/or logged into the Website;
 - 11.1.2 an electronic signature is not required by you or us for purposes of agreeing to these Terms;
 - 11.1.3 your use of the Website and/or the Services is sufficient evidence of your agreement to these Terms;
 - 11.1.4 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;
 - 11.1.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us;
 - 11.1.6 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message; and
 - 11.1.7 these Terms will be interpreted and implemented in accordance with the laws of South Africa and you agree to the jurisdiction of the courts of South Africa.

12 Variation of these Terms

- 12.1 Subject to the variations or amendments provided for in terms of this clause 14.2, no other variation or amendment, in any form whatsoever, of these Terms will be enforceable or binding on us unless we have agreed to such variation or amendment in writing. For this purpose, "writing" shall be writing on paper signed in ink by our authorised representative and specifically excludes any writing that may be in electronic format.
- 12.2 We are entitled and reserve the right to vary or amend these Terms from time to time and in our sole discretion. Any amendments to these Terms will be displayed on the Website from time to time. On the first occasion on which you use the Website or the Services after we amend the Terms, you will not be notified amendments to the Terms have been effected and you will be required to re-click/check "I Agree". If you continue to use the Services thereafter, the amended Terms will immediately be treated as being effective and binding upon you.
- 12.3 It is your responsibility to access and familiarise yourself with any amendments to the Terms on each occasion that you make use of the Website, the Website Content or the Services.

13 Notification

13.1 Addresses:

13.1.1 Our address for the service of any legal notice is [insert physical address of Responsible Party (BIAH and RF)], or at email: *hello@therewardsfactory.co.za*.

13.1.2 Notices given to the above addresses shall be deemed to have been duly given:

- (i) 14 days after posting, if posted by registered post to our postal address;
- (ii) on delivery, if delivered to our physical address; and
- (iii) on despatch, if sent to our then fax number.

13.2 Disputes, claims and legal proceedings

13.2.1 Any dispute declared by you and any claim which you may have against us arising out of or in connection with these Terms or the use of the Services, including after termination, cancellation or amendment of these Terms and/or the Services will be referred to arbitration in accordance with the Arbitration Act, 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.

13.2.2 If we declare a dispute with you, or wish to institute any claim or legal proceedings against you arising out of or in connection with these Terms or your use of the Website, the Website Content or the Services, we reserve the right to deal with the matter in a forum of our choice, which will include but will not be limited to, the courts of South Africa. This right will continue to apply after termination, cancellation or amendment of these Terms.

13.2.3 Notwithstanding anything to the contrary contained in these Terms, neither you nor we will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

13.3 Costs

Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by us arising out of your use of the Website, the Website Content and/or the Services, or a breach of these Terms, will be borne by you.

13.4 Assignment

You shall not cede, assign or transfer any of your rights and obligations in these Terms without our prior written consent. We are entitled to cede, assign or transfer any of our rights and obligations in these Terms without your prior written consent and without notice to you.

13.5 Interpretation

13.5.1 Copies of POPI and the ECT Acts can be viewed and downloaded at and, respectively at:

<https://inforegulator.org.za/acts/>

http://www.saflii.org/za/legis/num_act/ecata2002427/index.html.

It is your responsibility to ensure that the copies downloaded or viewed are the most recent versions of POPI and the ECT Acts.

13.5.2 In the event that any part of these Terms is found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

13.5.3 No relaxation or indulgence which we may grant to you will be deemed to be a waiver of any of our rights in these Terms or in law.

13.5.4 The termination of any agreement created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

14 Contact us

14.1 You may contact us at:

Building 4, 2nd Floor
Waterfall Corporate Campus
74 Waterfall Drive, Midrand
South Africa
Private Bag X3032,
Telephone +27/11/348-2400
www.boehringer-ingelheim.com

14.2 If you wish to report an adverse event relating to a product of Boehringer Ingelheim animal health products, please contact:

Customer HELPLINE: 086 0637 425

14.3 Queries relating to your personal information can be directed to:

METAdataprotection.AE@boehringer-ingelheim.com

14.4 Queries and other feedback addressed to Boehringer Ingelheim through this website should not contain questions on personal health matters or on specific prescription-only products, for which you should refer to your relevant veterinary practitioner.