

# ALL YOUR PRODUCT BENEFITS UNPACKED.



Unlimit Your Life.

# THE UNLIMITED

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## THE UNLIMITED MEMBERSHIP

### GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

**PLEASE NOTE:** This constitutes the agreement between you and us (the "membership"). Please make sure that all the information you have given us is accurate and that the benefits are the same as they were explained to you. Your use of the benefits is subject to the terms and conditions of this membership and any amendments. It is your responsibility to read and understand them.

#### ACCURACY OF INFORMATION

It is very important that you give us honest and accurate information at all times. If you give us false or incorrect information, your membership may be invalid or you may not be able to use your benefits. We rely on the accuracy and truthfulness of any information you give us.

In the event of any fraud, misrepresentation or non-disclosure of material facts, we reserve the right to cancel your membership or reject any benefit claim.

#### GENERAL DEFINITIONS (What these words mean when used in this membership)

Subject to all the terms and conditions of this membership:

1. **due date** means the date you have agreed with us for the debit order collection of your payment every month.
2. **payment** means the total amount you pay each month for all your membership costs and chosen benefits. The payment entitles you to membership of The Unlimited.
3. **service provider ("SP")** means GoRhino (Pty) Ltd (Company Registration No. 2010/010635/07), the company that is responsible for the provision of the benefits.
4. **start date** means the date on which your first payment is successfully received by us and is the date on which all your benefits are available. If you miss a payment and we can deduct at a later date, your benefits will start again.
5. **we/us** means The Unlimited Group (Pty) Limited. We bring you the membership.
6. **you/your** means the main member.

#### WHO IS PARTY TO THIS MEMBERSHIP?

You (*as defined*)

and

Us, The Unlimited

and

The service provider.

#### THE PAYMENT

1. In return for the payment, we negotiate pricing and terms with service providers on your behalf and arrange benefits for you. Receipt of your payment every month also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
2. The payment includes any additional amounts you pay us for additional benefits you buy.
3. **We may change the amount you pay in respect of the payment. For example, if you buy additional benefits from us, or annually if we do a price increase, but we will always give you 31 days' notice of our**

### **intention to do so.**

4. You must make payment by debit order, unless otherwise agreed by us in writing. Your debit order will be presented to your bank on the due date. Please contact us if you want to change the due (collection) date we have agreed with you.
5. We may debit your payment on a different date from the day agreed if there is a better chance of collecting your payment and keeping your benefits active. **IMPORTANT:** Your payment will be collected on a different date, due to a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.
6. If we are unable to collect your payment on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection. This allows you to keep your membership active, but it remains your obligation to see that all payments are made.
7. It is your responsibility to pay your total payment on the due date. During any month that we can't successfully deduct the payment from your bank account (for example, if you don't have funds) **you will not be entitled to any of your benefits.** To allow us to restore your benefits, you agree that if we cannot collect the payment from your bank account in any given month we can, at our discretion, try and collect from your account a further 3 times by debit order. If we successfully debit your bank account again, the date of that collection will be the new start date. Any bank charges incurred because of failed collections will be for your own account.
8. If we cannot collect the payment from your bank account in any given month, you may make a manual payment to us to restore your benefits. Please note that your benefits will only be restored once we have successfully received your manual payment. It may take a further 24 hours to reactivate your benefits. Thereafter, your payment will continue to be collected on the same due date we agreed with you when you signed up for this membership.
9. If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we may resubmit the debit order mandate for collection in the month following the dispute/s.

### **IMPORTANT INFORMATION ABOUT YOUR MEMBERSHIP**

1. You agree and want to be a party to this membership.
2. This membership is month-to-month, the payment is due in advance and the total amount payable is inclusive of VAT. The membership will renew on the same terms each month we successfully collect the payment, unless amended.
3. You can only use your benefits available in South Africa.
4. We will communicate with you via SMS, WhatsApp, email or letter. This is also how we notify you of any payment increases or changes to your membership. If you have a preference about how we communicate with you, please tell us. **If any of your contact details change, please tell us immediately.** We shall not be liable for any failure to deliver any notice to you where we have complied with this clause.
5. You can cancel the membership at any time. Give us a call so we can assist you. There is a cooling-off period of 5 business days (calculated from when these terms and conditions are sent to you) in which you can cancel and receive a refund **BUT ONLY IF YOU HAVE NOT USED** any of the benefits. Cancellation of your membership will include cancellation of **ALL** your benefits.
6. We can cancel this membership, including all the benefits you have:
  - 6.1. immediately if you are dishonest or commit fraud; or
  - 6.2. immediately if we do not receive the payment from you each month; or
  - 6.3. on 31 days' notice in writing for any other reason (or any other period we agree or that is set out in this membership).
7. We reserve the right to amend, add or change the benefits provided, including the payment, or any of the terms and conditions of this membership, by giving 31 days' written notice to you of our intention to do so.
8. Any variations and/or changes will be binding on you and can be applied at any time to the existing terms and conditions after written communication of

these changes has been sent.

9. You may not transfer your membership to anyone else and your benefits may not be redeemed by anyone else.
10. **Please note that this membership is not an insurance policy.** It does not indemnify you for damages or losses sustained or suffered. Our obligations are limited to the provision of the benefits.

## WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?

1. For your payment every month, you get the following benefits:
  - 1.1. 2 for 1 dining, up to R100 off your second main meal, unlimited.
  - 1.2. motor discounts, 1 voucher per transaction.
2. Unless we tell you otherwise, as soon as we have successfully collected your first payment from you, you can start using your benefits.
3. Your use of the benefits is subject to the terms and conditions of this agreement and any amendments (if any).
4. The benefits can only be redeemed by you, with the details you provided to us at the time of taking this membership.

## YOUR BENEFITS IN DETAIL

### A. 2 FOR 1 DINING BENEFIT ("DINING BENEFIT")

#### WHAT IS YOUR DINING BENEFIT?

1. You will receive 2 for 1 dining at participating restaurants. Buy 1 main meal and get the second main meal free, up to the value of R100.
2. The discount applies to the cheaper of the two main meals, as specified by the restaurant's menu. You can choose meals from the standard a la carte menu, provided the order includes 2 main meals.
3. You can dine out daily, 365 days a year.
4. The dining benefit is available at selected establishments ("restaurants") which have elected to offer the discount under this 2 for 1 dining benefit, provided that the participating agreement of the restaurant is unchanged.
5. For a comprehensive list of the participating restaurants and their specific terms, including available periods, timelines, booking procedures, and any related exclusions, please visit [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za).

#### HOW TO REDEEM YOUR DINING BENEFIT

1. **Step 1:** Browse [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za) and choose a restaurant of your choice.
2. **Step 2:** Call 010 143 7557 (8am - 6pm, Monday to Friday), or complete the booking form on the restaurant page to make your booking.
3. **Step 3:** Once a booking is confirmed, you will receive a booking code via email or SMS to the cell phone number you gave us when you signed up for this membership. Arrive at the restaurant for a sit-down meal and show your booking code.
4. **Step 4:** When you get your bill, you will see that you have received up to R100 off your cheaper main meal.
5. Bookings should be made 24-48 hours in advance to secure a reservation.
6. Restaurants hold the discretion to decline bookings due to reasons such as full occupancy, private events, public holidays etc.
7. If a preferred restaurant is fully booked, alternative dining options will be suggested.

#### SPECIFIC TERMS AND CONDITIONS FOR YOUR DINING BENEFIT

1. The dining benefit only applies at participating restaurants.
2. The specifics of the benefit may differ between restaurants. Please check the individual restaurant pages on [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za) for their specific conditions of use, as well as any updates to the individual restaurant terms.

3. The dining benefit may not apply if you visit a restaurant outside of these defined times or if booking protocols are not adhered to.
4. Please note that restaurants reserve the right to alter these terms based on their operational needs.
5. While the SP strives to keep the website updated with current information about the restaurants and their terms of participation and availability, there may be instances where restaurants choose to opt-out or modify their terms. The SP and we take no responsibility for any such withdrawals by restaurants or any such changes in their terms and conditions or availability. The SP reserves the right to remove or add restaurants as they see fit.
6. If the discounted main meal's value is below R100, the remaining amount cannot be redeemed for cash or any other benefit.
7. Failure to present your booking confirmation will result in the discount not being applied. Please note, the SP and we cannot be held responsible for correspondence sent to you which is lost or delayed in the mail.
8. Restaurants reserve the right to request positive identification and verify your identity.
9. The SP and we take no responsibility for bad experiences or bad food at any of the restaurants.

### **SPECIFIC EXCLUSIONS FOR YOUR DINING BENEFIT (What's not included in the dining benefit)**

While enjoying your dining benefit at a participating restaurant, the following is not included as part of your dining benefit:

1. Starters, desserts, salads, breakfast items, appetisers, children's meals, beverages and takeaways.
2. Current restaurant specials or discounted food items.
3. Certain fixed menus.
4. Fridays and Saturdays at specific restaurants (if detailed on the specific restaurant page).
5. Designated public and special holidays, which may include but not limited to Father's Day, Mother's Day, Valentine's Day, and the festive season in December.

## **B. MOTOR DISCOUNTS BENEFIT**

### **WHAT IS YOUR MOTOR DISCOUNTS BENEFIT?**

1. You will receive exclusive discounts across our SP's comprehensive network of motor participating discount providers.
2. The motor discounts benefit can be used daily, 365 days a year, however, only one discount voucher may be used per transaction.
3. These discounts are only valid at participating discount providers ("providers") which have elected to offer the discount under this motor discounts benefit, provided that the participating agreement of the provider is unchanged.
4. For a comprehensive list of the providers and their specific discounts, availability of discount offers, terms, booking procedures, limitations and any related exclusions, please visit [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za).

### **HOW TO REDEEM YOUR MOTOR DISCOUNTS BENEFIT**

1. **Step 1:** Browse [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za) and choose a provider of your choice. Discounts are only redeemable at providers listed on our website and during the operating hours of the participating outlets.
2. **Step 2:** Call 010 143 7557 (8am - 6pm, Monday to Friday) to redeem your discount, or follow the redemption steps on the provider's page.
3. **Step 3:** You will receive a voucher via email or SMS to the cell phone number you gave us when you signed up for this membership, follow the instructions on the voucher to redeem your discount. Your voucher must be presented upon arrival at the provider.
4. For services requiring a booking, please make your booking 24-48 hours in advance.

5. Providers reserve the right to decline bookings or redemption of discounts due to availability constraints.

## **SPECIFIC TERMS AND CONDITIONS FOR YOUR MOTOR DISCOUNTS BENEFIT**

1. The motor discounts benefit only applies at participating discount providers.
2. The specifics of the discount and when the discount applies may differ between providers. Please check the individual provider pages on [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za) for their latest discount offer, availability of the discount offer, the specific conditions of use and booking procedures, as well as any updates to the individual provider terms.
3. The motor discounts benefit may not apply if the provider's terms or booking procedures are not adhered to.
4. Please note that providers reserve the right to alter these terms based on their operational needs.
5. While the SP strives to keep the website updated with current information about the providers and their terms of participation and availability, there may be instances where providers choose to opt-out or modify their terms. The SP and we take no responsibility for any such withdrawals by providers or any such changes in their terms and conditions or availability. The SP reserves the right to remove or add providers as they see fit.
6. Discount vouchers cannot be combined with other promotions or specials.
7. Failure to present your voucher will result in the discount not being applied. Please note, the SP and we cannot be held responsible for correspondence sent to you which is lost or delayed in the mail.
8. Providers reserve the right to request positive identification and verify your identity.
9. The SP and we take no responsibility for bad experiences, loss or injuries at any of the providers.

## **HOW WE USE YOUR PERSONAL INFORMATION**

Please read this section carefully as it contains important information about the personal details that you have given to us (please see the definition of Personal Information in the Protection of Personal Information Act, 2013). Please make sure that you provide this section of the membership terms and conditions to any other party related to this membership as it contains information about the protection of your, as well as their personal information. Information about the parties to this membership or persons whose interests are protected by this membership may be processed for the various legal reasons outlined below.

This section of the membership is intended to summarise key privacy disclosures. We handle the personal information you provide to us in accordance with this section, read with the Privacy Policy available at: [www.theunlimited.co.za](http://www.theunlimited.co.za).

The main member ("**you**") hereby warrants and understands that we, including our authorised agents, partners and service provider/contractors may:

1. **We will collect information:**
  - 1.1. from you directly; from your use of our products and services; from your engagements and interactions with us; from public sources, shared databases and from third parties.
  - 1.2. that you provide to us and store it in a shared database, verify it against legally recognised sources and use it, for example, for any decision concerning the continuance of your membership or the provision of your benefits. Such information may be given to any authorised agents, partners and service provider/contractors.
  - 1.3. including (amongst others) information about your criminal or credit history, insurance history, marital status, national origin, age, sex, sex life, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifiers, social media profile, health, disability, pregnancy, biometric information (like fingerprints, your signature or voice), race or ethnic origin, trade

union membership, political persuasion, financial history, criminal history and your name.

- 1.4. that you warrant you are authorised to provide to us in respect of personal information of third parties. In doing so you indemnify us, including our authorised agents, partners and service provider/contractors, against any and all losses by or claims made against them and us as a result of you not having the required authorisation.
2. **We will process your information for the following reasons (amongst others):**
- 2.1. for the performance of your membership and the enforcement of our contractual rights and obligations:

**Note:** Any personal information provided to us will be collected and used to allow us to fulfil our obligations to you in terms of this membership. In addition, the personal information may be shared internally with our departments (who need this information) or externally with third parties to comply with legal requirements or in the exercise of our rights. Please contact us should you have any objections.

- 2.2. to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - 2.3. to process payment instruments and payment instructions (like a debit order).
  - 2.4. to do affordability assessments, credit assessments and credit scoring.
  - 2.5. to manage and maintain your membership or relationship with us.
  - 2.6. to disclose and obtain information about you from credit bureaus regarding your credit history.
  - 2.7. for security, identity verification and to check the accuracy of your information.
  - 2.8. where required, we may transfer your personal information outside of South Africa in compliance with the law.
  - 2.9. for customer satisfaction surveys, promotional and other competitions.
  - 2.10. using automated means (without human intervention in the decision-making process) to make decisions about you or your application for any product or service. You may query the decision made about you.
  - 2.11. to conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services; and to market to you or provide you with products, goods and services. If you purchase products or services from us, we can market other similar products and services to you even after this membership ends and share market innovations with you.
  - 2.12. receipt of your payment also entitles you to be notified of further product offerings .
3. **We may share your information with the below persons (amongst others) who are bound to keep it secure and confidential:**

<ul style="list-style-type: none"><li>▪ Payment processing service providers, merchants, banks to process payment instructions</li></ul>	<ul style="list-style-type: none"><li>▪ Governments, local and international tax authorities &amp; credit bureaus when we must share it with them</li></ul>
<ul style="list-style-type: none"><li>▪ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you</li></ul>	

4. **The Unlimited automatically updates and keeps your information accurate**  
We may submit your information to, and receive information about you from, credit institutions (such as credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business. We may also do this to ensure the quality and accuracy of








your identity and contact information to ensure we can make positive contact with you; and your status as a home loan holder, vehicle owner or credit card holder to offer suitable goods and services to you that are affordable and that you may be interested in.

5. **Your rights:**

You have data protection rights which are described in detail on [www.theunlimited.co.za](http://www.theunlimited.co.za). To request access to your information, contact us at the contact details provided above.

## WE WOULD LOVE TO HEAR FROM YOU

If you have any questions, or need assistance with your membership, you can get in touch with us in the following ways:

-  Facebook, (look for The Unlimited);
-  X, formerly Twitter, (our handle is @Unlimitedza); find us on
-  LinkedIn as theunlimited; or
-  on our website [www.theunlimited.co.za](http://www.theunlimited.co.za); or
-  call us on **0861 990 000**.