

The Daily Coffee Café Loyalty Programme – Terms and Conditions



1. Introduction

Welcome to The Daily Coffee Café Loyalty Programme (“the Programme”), operated by The Daily Café Group (Pty) Ltd (referred to as “we”, “us”, or “our”).

By joining and participating in the Programme, you agree to these Terms and Conditions (“the Terms”), which are governed by the laws of the Republic of South Africa, including the **Consumer Protection Act, 68 of 2008 (CPA)**, and the **Protection of Personal Information Act, 4 of 2013 (POPIA)**.

2. Eligibility

The Programme is open to all customers of The Daily Coffee Café who are residents of South Africa. Participation in the Programme is voluntary and free of charge.

3. How to Join

Customers can sign up for the Programme in one of the following ways:

- **Option 1: Quick Signup (QR Code)**
Scan the QR code in-store to access the online sign-up form. Complete your details and submit.
- **Option 2: Manual Signup (waiter-assisted)**
Provide your details to a waiter who will assist in capturing your information via the in-house point-of-sale (POS) system.
- **Option 3: Clip Card**
If you prefer not to share personal details, you may participate using a physical clip card, available in-store.

Upon successful registration (via QR code or manual signup), your information will be securely sent to InfoStar, our loyalty programme partner. You will receive an SMS confirming your loyalty number. InfoStar acts as The Daily Coffee Café Group’s, authorised operator and processes data on our behalf in accordance with a signed POPIA-compliant operator agreement.

4. Earning and Redeeming Rewards

- Members earn one (1) point, per qualifying coffee purchase.
- A qualifying coffee purchase refers to any hot drink (coffee, tea and mug-size drinks) purchased at the full menu price, excluding promotional items, discounted beverages, or complimentary drinks.
- After seven (7) qualifying coffees, you will receive a free coffee reward for your next qualifying purchase.
- Each participating The Daily Coffee Café operates its own loyalty system. Customers can sign up (with their registered loyalty numbers) at more than one (1) The Daily Coffee Café franchise. Rewards earned at one café cannot be redeemed at another.
- Rewards cannot be exchanged for cash.
- Rewards will expire six (6) months after issue if not redeemed.
- Accounts with no activity for twelve (12) months may be deactivated and any unredeemed rewards forfeited.
- Additional promotional offers or rewards may be introduced from time to time at our discretion.

5. Data Privacy

Your privacy is important to us.

- Personal information collected during signup (such as your name, contact number, and date of birth) will be used solely for the purposes of managing your participation in the Programme and to communicate updates, offers, or rewards.
- Your data will be securely processed and stored in compliance with the Protection of Personal Information Act (POPIA).
- Personal data may be shared within The Daily Café Group's franchise network or with authorised service providers solely for administering the Programme.
- We will not sell, share, or distribute your personal details to any third-party or external agency without your explicit consent.
- In the event of a data breach, you will be notified as soon as reasonably possible, in accordance with Section 22 of POPIA.
- Marketing messages will only be sent with your explicit consent at signup. You may withdraw consent or unsubscribe at any time by replying "STOP" to any SMS or contacting us directly.
- Your data will be retained only for as long as you remain an active member or as required by law, after which it will be securely deleted.
- You may update or request the deletion of your personal data or log complaints by contacting us at media@thedailygroup.africa.
- You may request access to, correction of, or deletion of your data, or lodge complaints by contacting media@thedailygroup.africa.
- You may also contact the Information Regulator at complaints.IR@justice.gov.za.
- The Daily Café Group (Pty) Ltd, Reg. No. 2015/360084/07, 26 Planken Street, Plankenbrug, Stellenbosch 7600, is the responsible party for purposes of POPIA compliance. You may contact our Information Officer at media@thedailygroup.africa.

6. Communication

By joining the Programme, you consent to receive occasional communications (such as reward notifications or special offers) via SMS. You may opt out of marketing messages at any time by following the unsubscribe link or contacting us directly at media@thedailygroup.africa.

7. Programme Changes and Termination

- The Daily Café Group reserves the right to modify, suspend, or terminate the Programme (or any part thereof) at any time without prior notice.
- Any changes to these terms will be posted on our website (www.thedailycoffeecafe.co.za) and will take effect immediately upon publication. Continued participation in the Programme constitutes acceptance of the updated terms.
- Upon termination, any unredeemed rewards will expire on the termination date and will not be redeemable thereafter.

8. Lost, Misused or Fraudulent Accounts

- The Daily Café Group is not responsible for lost, stolen, or misused loyalty numbers or clip cards.
- Loyalty numbers can be retrieved by using your registered cell phone number.
- Misuse includes, but is not limited to, transferring rewards, manipulating transactions, or using false details to create multiple accounts.
- We reserve the right to terminate a membership if fraudulent activity or misuse is suspected.

9. Limitation of Liability

To the fullest extent permitted by law, The Daily Café Group (Pty) Ltd and its franchisees accept no responsibility for any loss, damage, or injury arising from participation in the Programme, including loss of rewards, system errors, or communication failures.

Nothing in these Terms limits or excludes liability for gross negligence or wilful misconduct.

10. Disputes and Consumer Rights

Any disputes or complaints related to the Programme will first be handled internally. If unresolved, you may refer the matter to the Consumer Goods and Services Ombud (www.cgso.org.za) for further assistance.

These Terms do not affect any statutory rights you may have under the Consumer Protection Act.

11. Governing Law and General Provisions

- These Terms are governed by the laws of the Republic of South Africa.
- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- These Terms constitute the entire agreement between you and The Daily Café Group (Pty) Ltd regarding the Loyalty Programme and supersede any prior communications or understandings.

12. Contact Details

For questions or assistance regarding the Programme, please contact:

 media@thedailygroup.africa

or visit:

 www.thedailycoffeecafe.co.za