

Super Food Bonus Card Program Terms and Conditions

1. **Definitions**

- a. In these terms and conditions:
 - **"Super Food Bonus Card"** means that card issued in connection with the Program for use by the Member;
 - "Cardholder" means the Member in whose name card is issued "Member" means a member in the Program;
 - "Member's Account" means the account set up for a Member to record information required for the purpose of conducting the Program, including but not limited to, the number of points allocated pursuant to the Program;
 - "Points" means the points allocated pursuant to the Program;
 - "Program" means the Super Food Bonus Card Program;
 - **"Program Registration Form"** means the registration form required to be completed by the Member for the purposes of the Program;
 - "Rewards" means special offers and deals announced by Super Food from time to time.
- b. By registering and as a condition of participation, the Member accepts the terms and conditions and any rules, policies or procedures that may be adopted by Super Food from time to time and any changes to these Terms and Conditions. These Terms and Conditions are correct as per September 15, 2012 but subject to change. Super Food may alter these Terms and Conditions at any time by posting the changes in the Store and/or on its website.
- c. Any natural person who is a retail customer of Super Food may become a Member. Super Food reserves the right to refuse any person the right to participate in this Program.
- d. Super Food's decision on all matters pertaining to the Program, including but not limited to any dispute as to the identity of the Card Holder or Member, the discounts granted, the eligibility of purchase, the accumulated Points and/or the redemptions thereof is final and binding.





- 2. The Super Food Bonus Card entitles holder to discounts on various products indicated throughout the store and to the accumulation of points, which Super Food, at its sole discretion, may translate to Rewards (special offers and deals) from time to time.
- 3. The Member will earn one (1) point for every one (Afl. 1,-) Aruban Florin spent on goods purchased at Super Food and/or other participating companies provided that the Member presents his/her Super Food Bonus Card at the time of purchase. Points will not be awarded retrospectively where the card is presented after the relevant purchase.
- 4. Only the Cardholder may accrue/redeem points on his/her account and must be ready to present a valid identification card to the cashier as requested.
- 5. A Member is responsible for the security and use of his/her Super Food Bonus Card. Super Food will charge a replacement fee of Afl. 10,- for lost or stolen cards.
- Points cannot be transferred between cards. Members may not pool or combine Points in order to receive more Rewards or claim a Reward. Points are not redeemable for cash or gift cards.
- 7. Super Food retains the right to deny a card and void a Member's point balance if unauthorized points are earned or redeemed, if there is any unauthorized use of the program or if there is suspicion of fraud.
- 8. A card cannot have a negative point balance. No returns are allowed for items purchased with bonus points.
- 9. Points are earned when redeeming a gift card, not when purchasing a gift card.
- If the program is experiencing technical difficulties, points will continue to accrue and will be applied to accounts once the program is running properly again.





- 11. Super Food may, at its discretion, at any time:
 - (a) change, amend or vary these terms and conditions;
 - (b) change, amend, vary, withdraw or cancel any Reward or the value of any Reward:
 - (c) withdraw, cancel, vary or change at any time, Points or the value of future Points:
 - (d) exclude a Member from, or cancel a Member's membership in the Program without prior notice and without prior notice to a Member.
- 12. Super Food may, at its discretion, at any time cancel the Program in whole (or in part) upon reasonable notice ("reasonable notice" being no less than 4 weeks) to Members.
- 13. Without in any way limiting the rights of Super Food as set out in clause 11 and 12, if a Member is, at any time, in breach of the terms and conditions, Super Food may cancel the Member's membership with the Program and any Member whose membership is cancelled may no longer access Rewards and all of their Points will be cancelled.
- 14. Except for any liability that cannot be excluded by law, Super Food (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Program, including, but not limited to, where arising out of the following:
 - (a) any technical difficulties or equipment malfunction (whether or not under Super Food's control);
 - (b) any theft, unauthorized access or third party interference;
 - (c) any Program Registration Form, or correspondence that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Super Food) due to any reason beyond the reasonable control of Super Food;
 - (d) any Reward;
 - (e) withdrawals, cancellations, variations or change as set out in clause 12 or 13 or arising from the Program.

