

## **Terms & Conditions for Participation in Yogiberry Loyalty Program**

v.15.06.26

The Yogiberry Loyalty Program ("Program") is owned and operated by 150 Star (Pty) Ltd (Registration No. 2026/097451/07), trading as Yogiberry, of 52 Kubu Avenue, Riverhorse Valley Business Estate, Newlands East, KwaZulu-Natal, 4037 ("Yogiberry"), under the applicable laws of the Republic of South Africa.

The Program runs through the Stamp Me application ("App"), operated by Stamp Media Pty Ltd trading as Stamp Loyalty (ABN 90 153 529 616) ("Stamp Media"), an Australian company registered in Victoria, Australia. Stamp Media's own Merchant Terms and Privacy Policy govern the technical operation of the App and apply alongside these Terms and Conditions. Both documents are available at [www.stampme.com/policies](http://www.stampme.com/policies).

Yogiberry is not liable for any loss, data breach, or App malfunction caused by Stamp Media. No separate agreement has been entered into between Yogiberry and Stamp Media beyond Stamp Media's standard published Merchant Terms. Stamp Media does not guarantee uninterrupted or error-free access to the App.

## 1. Glossary

Term	Meaning
<b>App</b>	The Stamp Me application, operated by Stamp Media Pty Ltd trading as Stamp Loyalty, available for download on the Google Play Store and Apple App Store.
<b>Stamp</b>	A record of a qualifying purchase made at a participating Yogiberry store, logged to the user's account when they tap their phone on the Stamp Pod at the till.
<b>Stamp Pod</b>	The NFC-enabled device installed at the Yogiberry till point through which users collect Stamps by tapping their phone.
<b>Qualifying Purchase</b>	A cash or card transaction for the purchase of at least one Yogiberry frozen yoghurt bucket. Complimentary, promotional, or refunded purchases do not qualify.
<b>Reward</b>	A voucher for a complimentary Yogiberry frozen yoghurt bucket to the value of R50, redeemable on a qualifying in-store purchase.
<b>Stamp Media</b>	Stamp Media Pty Ltd trading as Stamp Loyalty (ABN 90 153 529 616), the Australian company that operates the Stamp Me platform.
<b>CPA</b>	The Consumer Protection Act 68 of 2008.
<b>POPIA</b>	The Protection of Personal Information Act 4 of 2013.
<b>ECT Act</b>	The Electronic Communications and Transactions Act 25 of 2002.
<b>Information Regulator</b>	The Information Regulator of South Africa, established under POPIA ( <a href="http://www.inforeg.org.za">www.inforeg.org.za</a> ).

## 2. How the Program Works

In compliance with section 35(3) of the CPA, the following is a plain-language summary of the Program.

Each time you make a Qualifying Purchase at a participating Yogiberry store, you earn one Stamp. To collect your Stamp, open the App on your phone and tap it against the Stamp Pod at the till. The Stamp Pod uses NFC (near-field communication) technology and registers your Stamp instantly. You may collect a maximum of one Stamp per day, enforced automatically by the App. A second tap on the same day will not record an additional Stamp.

Once you have collected ten valid Stamps, you will receive a Reward of a voucher for a complimentary Yogiberry frozen yoghurt bucket to the value of R50, redeemable on your next qualifying in-store purchase.

To get started, download the App, register a personal account using a verified mobile number, and tap the Stamp Pod at the till after completing your purchase. Your Stamps and Rewards are managed through the App by Stamp Media.

### 3. **Supplier Disclosure (ECT Act s43(1))**

In compliance with section 43(1) of the ECT Act:

- 3.1. Full legal name: 150 Star (Pty) Ltd (trading as Yogiberry)
- 3.2. Registration number: 2026/097451/07
- 3.3. Physical address: 52 Kubu Avenue, Riverhorse Valley Business Estate, Newlands East, KwaZulu-Natal, 4037
- 3.4. Website: [www.yogiberry.co.za](http://www.yogiberry.co.za)
- 3.5. Email: [info@yogiberry.co.za](mailto:info@yogiberry.co.za)
- 3.6. Telephone: 031 569 1029

This Program does not constitute an "electronic transaction" within the meaning of section 44 of the ECT Act. Program enrolment is free and no payment is made electronically. Reward redemption takes place in person at a Yogiberry store and is not an electronic transaction to which the seven-day cooling-off right applies.

### 4. **Account and Membership**

#### 4.1. **Age eligibility**

The Program is open to persons aged 18 years or older. Under section 34 of POPIA, Yogiberry may not process the personal information of anyone under 18

without the prior written consent of a parent or legal guardian. By registering, users confirm they are 18 or older. If Yogiberry becomes aware that a user is under 18, the account will be suspended and personal information deleted unless parental consent is obtained. Parents or guardians wishing to register on behalf of a minor may contact [info@yogiberry.co.za](mailto:info@yogiberry.co.za).

#### 4.2. **Registration and account rules**

- 4.2.1. Users must be registered on the App to participate in the Program.
- 4.2.2. Accounts must be registered in the user's personal name using a verified mobile number. Only the registered account holder may use the account.
- 4.2.3. Each user may hold only one valid account. Yogiberry reserves the right to suspend or block any user where there is evidence of fraudulent activity, including operating multiple accounts.

#### 4.3. **Account recovery**

If a user loses their phone, changes device, or is otherwise unable to access their App account, they may recover their account by contacting Stamp Media directly at [support@stampme.com](mailto:support@stampme.com). Account recovery is subject to Stamp Media's verification procedures. Yogiberry does not hold the App credentials required to restore access and is not responsible for any Stamps or Rewards that cannot be recovered where account access is permanently lost.

#### 4.4. **App deletion and account closure**

Deleting the App from a device does not delete the user's account, and Stamps and Rewards are not affected by uninstalling the App. However, if a user formally requests deletion of their personal information through the App settings or by contacting Stamp Media at [support@stampme.com](mailto:support@stampme.com), their account will be permanently deactivated, and all accumulated Stamps and unredeemed Rewards will be forfeited. This cannot be reversed. Users are advised to redeem any outstanding Rewards before requesting account deletion.

## 5. Stamp Collection and Program Integrity

Stamps are collected by tapping the Stamp Me App on a phone against the NFC-enabled Stamp Pod at the Yogiberry till. The Stamp Pod is a dedicated device that records qualifying transactions in real time.

Yogiberry carries out a daily reconciliation of all Stamps issued against point-of-sale transaction records to verify that every Stamp corresponds to a Qualifying Purchase. The same process applies to Reward redemptions. Any Stamps or Rewards that cannot be matched to a valid transaction may be revoked.

- Only one Stamp may be collected per day per user, enforced electronically by the Stamp Me platform.
- Stamps may only be collected against a Qualifying Purchase. Complimentary, promotional, or refunded purchases do not qualify.
- Where a qualifying transaction is subsequently refunded or reversed, the associated Stamp will be revoked.
- Where more than one bucket is purchased in a single transaction, only one Stamp may be collected for that transaction.
- Stamps are non-transferable and may not be combined between accounts.
- Attempting to collect a Stamp without a Qualifying Purchase, by interfering with the Stamp Pod, or by any other fraudulent means will result in account suspension, revocation of Stamps and Rewards, and may result in further legal action.
- Yogiberry reserves the right to revoke any Stamps issued in error or obtained through fraudulent means, including those identified through the daily reconciliation process.

*Stamps may be collected using either the NFC Stamp Pod or the designated QR code, both of which are subject to a limit of one (1) stamp per day.*

*The QR code is available as a backup collection method in the following circumstances:*

- *The user's device does not support NFC functionality; or*

- *NFC Stamp Pods are temporarily unavailable pending delivery.*

*Remote collection by any other means is not permitted.*

## 5.1. **Stamp Pod malfunction**

If the Stamp Pod fails to register a tap after a Qualifying Purchase has been completed, users should contact Yogiberry at [info@yogiberry.co.za](mailto:info@yogiberry.co.za) with proof of purchase and the date and time of the visit. Yogiberry will investigate and, where the purchase is verified against point-of-sale records, manually credit the missed Stamp. Yogiberry cannot guarantee that all missed Stamps will be recoverable where purchase records are unavailable.

## 5.2. **Fraud suspension and review**

Where Yogiberry revokes Stamps or suspends an account on grounds of suspected fraud, the affected user may request a review of that decision by contacting [info@yogiberry.co.za](mailto:info@yogiberry.co.za) within 14 days of notification. Yogiberry will review the decision and respond within a reasonable time. This does not limit Yogiberry's right to take immediate action where fraud is identified. Yogiberry's decision following the review is final, subject to any applicable statutory rights under the CPA, POPIA, or any other law.

## 6. **Rewards**

- 6.1. A Reward of a complimentary Yogiberry frozen yoghurt bucket voucher, to the value of R50, will be issued to the user's account upon the tenth valid Stamp being recorded.
- 6.2. Rewards are valid for six months from the date of issue. Yogiberry will notify users at least 30 days before a Reward expires.
- 6.3. Some Rewards may carry specific conditions, which will be communicated at the time of issue.
- 6.4. Rewards may only be redeemed in person at a participating Yogiberry store, in the presence of a Yogiberry employee or representative for validation.
- 6.5. A Reward is deemed redeemed at the moment it is validated by a Yogiberry employee. Once validated, the Reward may not be used again, regardless of any subsequent system delay in recording the redemption.

- 6.6. Rewards are not transferable or exchangeable under any circumstances.
- 6.7. A Reward must be redeemed in full in a single transaction and may not be split across purchases.
- 6.8. No minimum spend is required. If the Reward value exceeds the purchase value, no change will be given, and the remaining balance is forfeited.
- 6.9. Yogiberry reserves the right to revoke Rewards issued in error or obtained through fraudulent means.

## 7. **Data Handling and Privacy**

### 7.1. **Responsible Party**

Users' personal information is collected and processed by 150 Star (Pty) Ltd (Registration No. 2026/097451/07), trading as Yogiberry, of 52 Kubu Avenue, Riverhorse Valley Business Estate, Newlands East, KwaZulu-Natal, 4037, as the Responsible Party under POPIA. Yogiberry's designated Information Officer, registered with the Information Regulator, oversees POPIA compliance. Data-related queries may be directed to the Information Officer at [info@yogiberry.co.za](mailto:info@yogiberry.co.za).

### 7.2. **Personal information collected**

The following personal information is collected through the Program: full name; verified mobile number; email address; purchase history recorded through the App; and device identifiers collected by the App. Personal information will not be sold, shared, or disclosed to third parties except as set out in these Terms or as required by law.

### 7.3. **Purpose of processing and lawful basis**

Personal information is collected and processed for the following purposes and on the following lawful bases under section 11 of POPIA:

- 7.3.1. Administering the Program, recording Stamps, issuing and redeeming Rewards, and communicating necessary account information: on the basis that processing is necessary to fulfil the contractual relationship between Yogiberry and the user (section 11(1)(b)).

- 7.3.2. Sending direct marketing communications from Yogiberry: on the basis of the user's consent (section 11(1)(a)) or, for existing customers, the basis set out in section 69(2) of POPIA.
- 7.3.3. Meeting Yogiberry's legal obligations: on the basis that processing is required by law (section 11(1)(c)).

Personal information will not be used for any purpose incompatible with the above without prior consent.

#### 7.4. **Data retention**

Yogiberry will retain users' personal information for as long as their account remains active and for three years thereafter, or for as long as required by law. On expiry of the retention period, personal information will be deleted or de-identified. If the Program is discontinued, personal information will be retained only for as long as needed to fulfil outstanding obligations.

#### 7.5. **Role of Stamp Media and data ownership**

The App is operated by Stamp Media Pty Ltd trading as Stamp Loyalty (ABN 90 153 529 616). Under Stamp Media's published Merchant Terms, Stamp Media retains ownership of registered members' contact details and transactional data held on its platform. Yogiberry is granted access to that data to the extent permitted under Stamp Media's published Merchant Terms. Stamp Media does not sell personally identifiable information to third parties, except as set out in its Privacy Policy.

#### 7.6. **Cross-border transfer of personal information**

By registering for the Program, users' personal information will be transferred to and processed in Australia, where Stamp Media stores its data. Stamp Media's Privacy Policy also indicates that personally identifiable information may be shared with partner businesses in the United States, United Kingdom, and Canada.

No Data Processing Agreement is currently in place between Yogiberry and Stamp Media. The transfer takes place on the basis of Stamp Media's standard published Merchant Terms, which acknowledge POPIA as an applicable law. This does not

constitute a written agreement of the kind required under section 72(1)(a) of POPIA. Yogiberry is in the process of concluding a formal Data Processing Agreement with Stamp Media to place this transfer on a proper legal footing. Until then, users should be aware that the cross-border transfer is proceeding without the full protections that a dedicated DPA would provide.

## 7.7. Security and breach notification

Yogiberry takes appropriate measures to protect users' personal information against unauthorised access, loss, or misuse. If a security breach occurs, Yogiberry will notify affected users and the Information Regulator as soon as reasonably practicable, in accordance with section 22 of POPIA.

## 7.8. Data subject rights

Under POPIA, users have the right to:

- 7.8.1. request access to their personal information held by Yogiberry (section 23);
- 7.8.2. request correction or deletion of inaccurate, irrelevant, or outdated personal information (section 24); and
- 7.8.3. object to the processing of their personal information on reasonable grounds (section 11(3)).

To exercise these rights with Yogiberry, contact [info@yogiberry.co.za](mailto:info@yogiberry.co.za). Users may also manage data access and deletion directly through the Stamp Me App settings or by contacting Stamp Media at [support@stampme.com](mailto:support@stampme.com).

## 7.9. Complaints to the Information Regulator

Users who believe their personal information rights have been affected may submit a complaint to the Information Regulator under section 74 of POPIA at [www.inforeg.org.za](http://www.inforeg.org.za) or [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za).

## 7.10. PAIA manual

Yogiberry's Promotion of Access to Information Act manual is available at [www.yogiberry.co.za/paia](http://www.yogiberry.co.za/paia). Users may also contact [info@yogiberry.co.za](mailto:info@yogiberry.co.za) to request access to information formally.

## 8. Direct Marketing

### 8.1. Yogiberry marketing

By enrolling in the Program, users consent to receiving direct marketing communications from Yogiberry, including promotional offers and consumer surveys, in line with POPIA. Users may opt out at any time by replying STOP to any SMS from Yogiberry, or by contacting [info@yogiberry.co.za](mailto:info@yogiberry.co.za). Opting out will not affect the user's ability to participate in the Program or to receive account and Reward communications.

### 8.2. Sister brand communications

Yogiberry is affiliated with Pedros, Wackys and Bird & Co. Yogiberry will not share users' personal information with these brands or send marketing on their behalf unless the user has given separate, specific, and informed opt-in consent for each brand. Users may give or withdraw this consent at any time by contacting [info@yogiberry.co.za](mailto:info@yogiberry.co.za) or by replying STOP to any such communication.

## 9. Stamp Me Platform

### 9.1. Platform availability

Stamp Media will use reasonable efforts to keep the App available but does not guarantee uninterrupted or error-free service. Yogiberry is not responsible for any interruption caused by Stamp Media or circumstances outside Yogiberry's control. Where a significant outage occurs, Yogiberry will use reasonable efforts to communicate this to users and make alternative arrangements where practicable.

### 9.2. Stamp Media's right to modify the program

Under Stamp Media's Merchant Terms, Stamp Media may change Yogiberry's loyalty program configuration without prior notice to Yogiberry where required for

legal, security, or statutory compliance. Yogiberry will endeavour to notify users of any material changes to program mechanics that result from such modifications.

### 9.3. **Stamp Media platform termination**

Stamp Media may terminate its services to Yogiberry in certain circumstances, including non-payment or breach of its Merchant Terms. If this happens, Yogiberry will give users at least 30 days' notice to redeem any outstanding Rewards, in accordance with clause 10.2 of these Terms.

### 9.4. **Governing law of the Stamp Me platform**

Stamp Media's published Merchant Terms, which constitute the only agreement between Yogiberry and Stamp Media, are governed by the laws of Victoria, Australia. These Terms and Conditions governing the relationship between Yogiberry and Program participants remain subject to the laws of the Republic of South Africa.

## 10. **General**

### 10.1. **Amendments**

Yogiberry may amend these Terms and Conditions. Where a change is not in users' favour, limits their rights, or increases their obligations, Yogiberry will give reasonable prior written notice before it takes effect, by notification through the App or to the contact details on the user's account. The notice will explain what is changing and when.

Where Yogiberry reduces the reward value, increases the number of Stamps required to earn a Reward, or shortens the Reward validity period, users who have already accumulated Stamps at the time the change is announced will have at least 30 days to collect and redeem a Reward under the rules in force at the time their Stamps were collected.

Users who do not accept a material amendment may close their account before the change takes effect without penalty. Continued participation after the effective date constitutes acceptance of the amended Terms. This clause operates in accordance with sections 48 and 49 of the CPA.

#### 10.2. **Program cancellation**

The Program may be changed or discontinued at Yogiberry's discretion. If cancelled, users will be given at least 30 days' notice to redeem any outstanding Rewards before they lapse.

#### 10.3. **Yogiberry's decisions**

Yogiberry's decision on matters relating to stamp eligibility, Reward issuance, and account status is final, to the extent permitted by law. This clause does not affect any rights users have under the CPA, POPIA, the ECT Act, or any other applicable law, including the right to approach a consumer court or the National Consumer Commission.

#### 10.4. **Dispute resolution**

Users who are unhappy with any aspect of the Program are encouraged to contact Yogiberry at [info@yogiberry.co.za](mailto:info@yogiberry.co.za) in the first instance. Disputes about the technical operation of the App are handled directly between Yogiberry and Stamp Media; Stamp Media is not a party to disputes between Yogiberry and Program participants.

If a query cannot be resolved directly, users may escalate to the National Consumer Commission at [www.thencc.org.za](http://www.thencc.org.za) or contact the applicable provincial consumer court. Users also have the right to approach the Information Regulator for POPIA-related complaints.

#### 10.5. **Staff participation**

Employees of Yogiberry and its affiliated brands may not participate in the Program unless expressly authorised in writing by a Yogiberry manager and registered under a separately administered staff account. Unauthorised stamp collection will result in account suspension and revocation of Stamps and Rewards.

## 10.6. **Governing law**

These Terms and Conditions are governed by the laws of the Republic of South Africa. Any dispute that cannot be resolved through the processes in clause 10.4 will be subject to the jurisdiction of the South African courts.

## 10.7. **Queries**

All queries may be directed to [info@yogiberry.co.za](mailto:info@yogiberry.co.za) or by telephone to 031 569 1029.

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