

Terms and Conditions – vida mobile application

These are the terms and conditions applicable to your use of the Vida E Caffè Holdings Proprietary Limited (Registration No. 2005/020064/07) mobile application (“app”).

No person under the age of 18 should use the app without their legal guardian's consent and supervision.

All the content, trademarks and data on the app, including text, graphics, icons, and designs belong to us or are licensed to us and may not be copied, downloaded or otherwise used, without permission.

Registration reward

Registration rewards are limited to the first 10 000 (ten thousand) downloads. Each reward is valid for 3 months and entitles the recipient to a free solo caffè (espresso, americano, cappuccino, latte, cortado or meia de leite). The reward is redeemable at any vida e caffè nationwide.

Your profile

You must register a profile on the app before using the app. All information that you provide when registering a profile must be true, accurate and complete.

Providing false information and/or creating multiple profiles constitutes fraud and may lead to your profile being terminated with immediate effect, in which case you will lose all rewards and/or points which you have accumulated on the app.

It is your responsibility to ensure that no unauthorised persons access your app on your phone.

“Order Ahead” functionality

An order is successfully placed on the app only once payment has been made via the app and the app sends you a confirmation of order notification.

You must select the store from which you would like to collect your order.

No changes to orders placed on the app may be made following confirmation of the order.

You may only place an order for pick-up on the same day and it is your responsibility to collect the order within a reasonable time of placing the order. We are not responsible for any reduction in quality of the order if you collect the order late.

We will not refund you for orders which you do not collect.

We can discard your order if it has not been collected within the hour.



Head Office | 021 461 0424
Vida e Caffè Holdings (Pty) Ltd
Unit C3 | Block 2 | Northgate Park | 20 Section Street
Northgate Estate | Cape Town | Postnet Suite 58
Private Bag X1 | Vlaeberg | Cape Town | 8018
Vat # 4140226905 | Registration # 2005/020064/07
Directors: Darren Jon Levy | Johannes Marx Swanepoel
Hitesh Sando Patel | Leontios Noussis

Loyalty rewards:

With each purchase using the app, you will receive 5% of the value of your total spend in loyalty points on the app.

Your loyalty points will reflect on the app as soon as the transaction is complete.

It is your responsibility to check that your loyalty points reflect on your profile as soon as the transaction is complete. If the loyalty points do not reflect, please notify us immediately via the app under the “Talk to Us” section.

Loyalty points will expire after 3 years.

Loyalty points may be used for partial or full payment of an order placed on the app, or in-store. Loyalty points cannot be exchanged for physical cash.

We may elect to offer personalised rewards from time to time, but these shall be at our sole discretion and are not guaranteed.

Gift Vouchers

The minimum amount to send as a gift is R30.00 and the maximum amount you can send as a gift is R500.00.

Gift vouchers are valid for 3 years from date of purchase.

You earn loyalty points when purchasing gift vouchers, but not when redeeming gift vouchers.

Gift vouchers cannot be exchanged for physical cash.

Promotional Offers

Unless otherwise specified, promotional offers cannot be used in conjunction with any other offers.

Promotional offers are always subject to availability and may not always be available at every vida e caffè store.

Your information

When registering your profile on the app, we will need to collect certain information from you including your name, surname, date of birth (optional) and mobile number, as well as your credit or debit card details for the purposes of accepting card payments via the app.

We do not store any credit card data on our system, but we transmit encrypted information (tokens) to the payment service provider to facilitate payments. We do not share any unencrypted credit card information with third parties.

We only collect as much information as we need to provide the services on the app to you.



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We will not process or share your information for any other purpose without your permission. By agreeing to these Terms, you give us permission to send you SMS and/or email messages for OTP purposes and for purposes relating to orders, queries, marketing and promotions, or for any other lawful reason.

If your location settings are enabled on your mobile device, the app may, from time to time, use GPS (or similar) technology in order for you to utilize our “Find a Store” feature. However, we do not store or share this location data on our system. We may use app-trackers from time to time, but only for analytics purposes. Data in this regard is anonymous and we do not use it for any marketing purposes.

We have the right to monitor your use of the app for the purpose of operating and improving the app (including, without limitation, for fraud prevention, risk assessment, investigation and customer support purposes and to ensure your compliance with these Terms and compliance with applicable law).

All data provided to us is stored on our secure servers or those of our trusted service providers. We implement appropriate, generally accepted technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction or damage, including encryption where appropriate. Unfortunately, the transmission of information via the Internet is not completely secure. We cannot guarantee 100% security of your data transmitted to our servers.

If you have any questions about how we process information about you, feel free to contact us via the app under the “Talk to Us” section.

Your use of the App

When using the App, you specifically agree not to upload or transmit any content or engage in any activity that:

- constitutes an inauthentic or knowingly erroneous rating of your in-store Vida experience;
- is illegal, or violates any law or regulation;
- attempts to impersonate another person or entity;
- accesses or uses the profile of another app user without that user's express permission;
- interferes with, disrupts, or destroys the functionality or use of any features of the app or the servers or networks connected to the app;
- “hacks”, or accesses without permission, our proprietary or confidential records, or records of another app user;
- collects, accesses, or stores personal information about other app users;
- is posted by a bot.



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General

There will be times when the availability of the app may be interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond our reasonable control, and we will not be liable for any inconvenience, loss or damage suffered as a result of such interruptions.

The app requires internet access to function. We are not responsible for any interruption to your use of the app due to lack of internet connection.

These Terms will be governed and construed in accordance with the laws of the Republic of South Africa, and any disputes between you and us relating to these Terms will be subject to the jurisdiction of the relevant South African court.

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Nothing in these Terms is intended to unlawfully limit or restrict any rights or obligations in terms of the Consumer Protection Act, 2009 or the Protection of Personal Information Act, 2013.



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