

Prouds Privilege Card (PPC) Program Terms and Conditions

1. Introduction

- 1.1. This document sets out the terms and conditions of the **Prouds Privilege Card (PPC) program** provided by Prouds. These terms and conditions are intended to protect you and Prouds.
- 1.2. These terms and conditions will apply to you (the "Member") and any additional card holders (if any) from the time of sign up. These terms and conditions explain how you can earn **Prouds Privilege Card (PPC) points** when you make a purchase(s) at a Prouds Store as well as benefits received from the **Prouds Privilege Card (PPC) program**.
- 1.3. You must read this document carefully before you sign up to the **Prouds Privilege Card program (PPC)**. If you do not understand these terms and conditions of use, or if you have any questions, please email ppc@motibhai.com.fj and we will be happy to assist you.

2. Definitions

In these terms and conditions:

- **"Application form"** means the application form required to be completed by an individual to become a member.
- **"Benefits"** means any benefit derived from the Prouds Privilege Card (PPC) Program included but not limited to discounts.
- **"City & Town"** means Prouds stores located in Suva Central, MHCC Damodar City Nakasi, Nadi, Sigatoka, Lautoka and Duty-free Departures & Arrivals at Nadi International Airport.
- **"Dollar"** or **"\$"** means Fiji Dollars.
- **"Eligible Transaction"** means any purchase of goods from a Prouds store that is eligible for Prouds Privilege Card (PPC) points under the terms and conditions listed herein.
- **"Member"** means a member of the Prouds Privilege Card (PPC) program.
- **"Membership card"** means each Prouds Privilege Card (PPC) issued by Prouds to a Member.
- **"Primary card"** means the primary cardholder to whom the Prouds Privilege Card (PPC) program is registered to.
- **"Prouds"** means Motibhai & Co Ltd and/or Stinson Pearce Ltd trading as Prouds – Fiji's Finest Store.
- **"Prouds Gift Voucher"** means a voucher issued by Prouds that can be used to purchase goods at Prouds town and city stores in Fiji.
- **"Prouds Privilege Card (PPC) points"** are points that you can earn with each dollar spent in an Eligible Transaction at a participating Prouds store.
- **"References"** means ID references that you provide to identify yourself at point of purchase which you may also use to accumulate Prouds Privilege Card (PPC) points when you do not have your Prouds Privilege Card (PPC) with you.
- **"Subsidiaries"** means to any Company or Entity associated or controlled by Motibhai Group of Companies.
- **"Supplementary card"** means the additional card holders that are linked to a primary card holder in the Prouds Privilege Card (PPC) program.
- **"Terms and conditions"** means these terms and conditions as amended from time to time without any further notice to you.
- **"You"** or **"Your"** is a reference to the member in whose name the Prouds Privilege Card (PPC) program account is held.

3. Participation and Membership

- 3.1. Participation in the **Prouds Privilege Card (PPC) program** is open to all individuals. Participation is offered at the discretion of Prouds and Prouds has the right to accept or reject any application to participate at its sole discretion.
- 3.2. These terms and conditions are deemed to have been accepted and will be binding on a member upon completing the Application form.
- 3.3. Membership may be cancelled and/or refused to individuals by Prouds at its discretion, if membership is deemed to be fraudulent or linked to a fraudulent membership. In this case, all **Prouds Privilege Card (PPC) points** in your account will be forfeited and the account will be closed.

4. Prouds Privilege Card (PPC) Program Privileges

- 4.1. **Prouds Privilege Card (PPC)** program may entitle you to a discount. The **Prouds Privilege Card (PPC) discount** is limited to the discount level outlined in Table 1.0 from the item's displayed recommend retail price.
- 4.2. **Prouds Privilege Card (PPC)** discount is not eligible on certain products and/or brands and/or categories as outlined in Table 1.0. At no time, the **Prouds Privilege Card (PPC) discount** cannot be utilised in conjunction with other offers and/or promotions.
- 4.3. Prouds reserves the right at all times to remove and/or make changes to the **Prouds Privilege Card (PPC) discount** privilege without any prior notice.
- 4.4. **Prouds Privilege Card (PPC) program** allows members to earn **Prouds Privilege Card (PPC)** points for eligible transactions which meet the terms listed under Clause 5.
- 4.5. Prouds will from time to time communicate of new arrivals, special offers and events via email to members of the **Prouds Privilege Card (PPC) program**.

5. Earning & Redeeming Prouds Privilege Card (PPC) Points

- 5.1. In order to earn **Prouds Privilege Card (PPC) points**, you must present the **Prouds Privilege Card (PPC)** at the point of sale for scanning, prior to the completion of a transaction.
- 5.2. If the **Prouds Privilege Card (PPC)** is not presented, you may provide your Driver's License, FNPF Card or Passport at point of sale and access your account. The name on the identification must match the name listed in the **Prouds Privilege Card (PPC) Program** account.
- 5.3. As a member, you can earn **Prouds Privilege Card (PPC) points** on eligible transactions. Members will earn **1 Prouds Privilege Card (PPC) point** for every dollar spent on eligible transactions.
- 5.4. **Prouds Privilege Card (PPC) points** can be redeemed for Prouds Gift Vouchers. Please refer to Table 2.0 below outlining the redemption schedule.
- 5.5. **Prouds Privilege Card (PPC) points** cannot be earned for items sold at a discount greater than the maximum discount level outlined in Table 1.0.
- 5.6. **Prouds Privilege Card (PPC) points** can be earned for excluded items that are listed in Table 1.0.
- 5.7. **Prouds Privilege Card (PPC) points** cannot be earned on goods placed on lay-by.
- 5.8. **Prouds Privilege Card (PPC)** program discounts are not valid for lay-by purchases.
- 5.9. For goods purchased through the Prouds online shop, **Prouds Privilege Card (PPC) points** will be earned on the total sum of goods only for eligible transactions. No **Prouds Privilege Card (PPC) points** will be earned on any postage/shipping/associated costs.
- 5.10. **Prouds Privilege Card (PPC) points** will be awarded to your **Prouds Privilege Card (PPC) account** only after transactions have been verified. This may take up to 20 days. Prouds is not liable for any time delay.
- 5.11. **Prouds Privilege Card (PPC) points** and your rights under these terms and conditions cannot be sold, transferred or assigned except in accordance with these terms and conditions.
- 5.12. **Prouds Privilege Card (PPC) points** are not property and have no cash or monetary value.
- 5.13. Prouds will deduct from your **Prouds Privilege Card (PPC)** account any **Prouds Privilege Card (PPC) points** that have been credited to your account in error, and any points that relate to an eligible transaction that has been cancelled, reversed or refunded/part thereof.
- 5.14. **Prouds Privilege Card (PPC) points** cannot be earned for purchases made prior to enrolment into the **Prouds Privilege Card (PPC) program**.
- 5.15. Upon issuing Prouds Gift Vouchers, Prouds will debit your account by the corresponding number of **Prouds Privilege Card (PPC) Points**.

6. Prouds Gift Vouchers

- 6.1. **Prouds Privilege Card (PPC) points** can be redeemed at any Prouds store. Processing will take 15 business days. Prouds is not liable for any time delay.
- 6.2. On application and validation, Prouds will issue the Prouds Gift Vouchers. The value of the Gift Voucher will be calculated by reference to your balance of **Prouds Privilege Card (PPC) points**.
- 6.3. Prouds Gift Vouchers are subject to the terms and conditions that appear on the Prouds Gift Voucher as well as the terms and conditions contained herein.
- 6.4. Prouds Gift Vouchers may only be redeemed in Prouds City/Town Stores.
- 6.5. Prouds Gift Vouchers are valid for 6 months from the date of issue.
- 6.6. Prouds Gift Vouchers cannot be redeemed for cash.
- 6.7. Prouds is not responsible for lost or stolen Prouds Gift Vouchers.

- 6.8. The member must report any lost or stolen Prouds Gift Vouchers immediately after the event. Upon notification:
- a. The existing Prouds Gift Voucher will be voided on the same day (if within business hours) or on the next business day (if outside business hours);
 - b. A replacement Prouds Gift Voucher can be issued at a replacement fee of FJ\$25 and sent to you within 10 business days via mail.
- 6.9. Prouds will debit your **Prouds Privilege Card (PPC) account** to the value of the points utilised to redeem the Prouds Gift Voucher.
- 6.10. Prouds Gift Voucher is to be redeemed on items at its displayed recommended retail price.

7. Prouds Privilege Card (PPC) program cards

- 7.1. You may request for supplementary cards for your **Prouds Privilege Card (PPC) program** account. Prouds reserves its right in granting of this request. Supplementary cards will attract a fee of FJ\$15 per card.
- 7.2. You are solely responsible for the use of the supplementary cards linked to your **Prouds Privilege Card (PPC) program** account.
- 7.3. Supplementary card holders cannot make changes to your **Prouds Privilege Card (PPC) program** account.
- 7.4. By the issuance of supplementary cards to additional card holders, the primary cardholder along with the supplementary card holder will be taken to have agreed to these terms and conditions.
- 7.5. Processing of membership cards shall be 15 business days. Requests for quick processing within 5 business days shall incur a processing fee of FJ\$65.
- 7.6. You must report any lost or stolen **Prouds Privilege Cards (PPC)** immediately after the event. Upon notification:
- a. The existing card will be voided on the same day (if within business hours) or on the next business day (if outside business hours) and;
 - b. A replacement card will be issued at a replacement fee of FJ\$15 and sent to you within 10 business days.
- 7.7. Prouds are not responsible for any unauthorised use of your **Prouds Privilege Card (PPC)** if it has not been reported lost or stolen, or any fraudulent use between the time when the card is reported lost or stolen and the time the card is voided.

8. Return of Goods

- 8.1. Prouds will deduct any **Prouds Privilege Card (PPC) points** earned in a transaction if the goods purchased are subsequently returned.

9. Termination and Transfer

- 9.1. Prouds reserves the right to suspend or terminate your membership in the **Prouds Privilege Card (PPC) program**, if Prouds believes that:
- a) You or any additional card holder have breached these terms and conditions;
 - b) You or any additional card holder has engaged or may engage in fraudulent conduct, or conduct suspected to be fraudulent.
- 9.2. Prouds may, at its discretion, cancel all or any **Prouds Privilege Card (PPC) points** or Prouds Gift Vouchers that have been issued to you if your right to participate in the **Prouds Privilege Card (PPC) program** is suspended or terminated.
- 9.3. **Prouds Privilege Card (PPC)** member accounts with no activity for 12 months from the date of the last eligible transaction will result in the forfeiture of accumulated points without any further notice to the Member.
- 9.4. **Prouds Privilege Card (PPC)** member accounts with no activity for 24 months from the date of the last eligible transaction will result in the termination of the membership and the forfeiture of all **Prouds Privilege Card (PPC) points** and benefits without any further notice to the Member.
- 9.5. Prouds will activate the terminated accounts upon requests however:
- a) The forfeited point will not be activated.
 - b) A replacement card will be issued at a replacement fee of FJ\$15.

10. General Information

- 10.1. Prouds reserves the right at all times without any further notice to you to make any changes to **Prouds Privilege Card (PPC) program** terms and conditions, rewards, benefits or points offered at its sole discretion, including, but not limited to:
- a) Changes to rules governing:
 - I. issuing of Prouds Gift Vouchers.
 - II. eligible transactions.
 - b) Changes to points offered.
 - c) Changes to the discount level offered under the program as outlined in Table 1.0.
 - d) Changes to the excluded items as outlined in Table 1.0.

- 10.2 Prouds does not guarantee or warranty that any of the privileges will be available at any time. Prouds reserves the right to; withdraw, cancel, suspend or change at its sole discretion at any time and without notice any of the privileges offered or advertised as available to members of the **Prouds Privilege Card (PPC) program**. Prouds shall have no liability for any loss, expense or damage suffered by the member resulting from such withdrawal, cancellation, suspension or change.
- 10.3 You must advise Prouds in writing of any change of name, address or any other detail in your account as soon as the change occurs.
- 10.4 Prouds reserves the right to audit any **Prouds Privilege Card (PPC) program** account at its discretion.
- 10.5 These terms and conditions shall be governed by and construed in accordance with the Laws of Fiji.
- 10.6 Membership to **Prouds Privilege Card (PPC) program** is not available to employees of Motibhai & Co Ltd and its Subsidiaries.
- 10.7 Prouds communicates to its members via email. It is the member's responsibility to ensure that the email contact details in their account contain a valid and current email address. Prouds will not accept any responsibility for emails not reaching its members.
- 10.8 By joining the **Prouds Privilege Card (PPC) program**, you consent to receiving information from Prouds, including by email, relating to Prouds and third party products, special offers and discounts from time to time.

Schedule

TABLE 1.0 - Prouds Privilege Card (PPC) Program Discount Schedule

Category	PPC Discount	Excluded Items
Fragrance, Skincare & Cosmetics	5%	
Watches	10%	Rolex
Jewellery	10%	Pandora
Writing Instruments	10%	
Handicraft & Souvenir	10%	
Handbags, Wallets & Luggage	10%	
Sunglasses	10%	
Electronics & Home Appliances	5%	Sony Digital Still Cameras & Camcorders
		Sony PlayStation Consoles, Software Games & Accessories
		Sony Headphones & Accessories
		Sony Compact Disks, Batteries, Power Bank, All Recording/Media/Energy Products
		Nikon
		DELL Laptops
		Remington
		Bosch,Beko,Kenwood, Sunbeam
		George Foreman
Russell Hobbs (below value of \$150.00 VIP)		
Apparel & Footwear	10%	
Confectionery	10%	
Toys	10%	
Crystal & Porcelain	10%	Lladro Limited Edition Collection Pieces
Prouds Shopping Card	0%	
Wines, Spirits & Cigarettes	0%	

TABLE 2.0 - Prouds Privilege Card (PPC) Program Redemption Schedule

PPC Points	Prouds Gift Voucher Amount
2000	\$ 15
5000	\$ 50
10000	\$ 125
20000	\$ 300
30000	\$ 550
50000	\$ 1,000