



BIRD & CO
CHICKEN & PIZZA

✉ headoffice@birdandco.info

☎ 031 569 1029

📍 52 Kubu Ave, Riverhorse Valley Business Estate, Newlands East, Durban, 4037

🌐 www.birdandco.info



Digital Voucher Terms and Conditions

These terms apply to every digital voucher that Bird & Co sends by email or SMS.

In these terms, Bird & Co, we, us and our refer to the Bird & Co brand, reachable at customercare@birdandco.info and <https://www.birdandco.info>. You and your mean the person whose email address or cell phone number the voucher was sent to. A store includes a Bird & Co kiosk. You and your mean the person named as the recipient of the Voucher.

At a glance, here is how long your voucher lasts. The exact date always appears in your email or SMS.

Voucher type	How long it lasts
1. Paid voucher, purchased by a third party	At least 3 years from the date of issue.
2. Free voucher, a staff reward or goodwill gift from Bird & Co.	90 days from the date of issue.
3. Campaign voucher, tied to a specific promotion	The dates of that campaign only, valid until the campaign end date shown on your voucher.
4. Limited Time Offer (LTO)	Until the end date shown on the voucher, or until stock runs out, if sooner (see clause 2.6).

1. REDEEMING YOUR VOUCHER

- 1.1 This voucher is issued to the person whose email address or cell phone number it was sent to. Redeeming it means you accept these terms.
- 1.2 This voucher may be redeemed in-store only, at any Bird & Co store that accepts digital vouchers, and is not valid for online, telephonic, or third-party delivery orders. Show the ten-digit voucher code from your email or SMS at the till before you pay.



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1.3 A free or campaign voucher can only be redeemed once. A paid voucher can be used over more than one visit until its full value is used or it expires, as set out in clause 2.2.

1.4 **This voucher is not transferable and cannot be resold or exchanged for value. It may only be redeemed by the person it was issued to.**

2. WHAT YOUR VOUCHER COVERS

2.1 The table at the start of these terms sets how long a voucher lasts; this clause sets what it covers. A value voucher covers purchases up to the stated Rand amount. A campaign voucher covers only the promotional item tied to that campaign.

2.2 If your voucher is for a set item or tied to a campaign, it is used up the moment you redeem it. If it is for a Rand value, redeem the full amount in one visit. **No change is given if your bill comes to less, and the difference is not carried over to a future visit.** This does not apply to a paid value voucher. Where a paid value voucher is not fully used in one visit, please email customercare@birdandco.info with your voucher code. The voucher is valid until the original expiry date. If your bill comes to more, you pay the difference.

2.3 If an item you bought using this voucher is faulty or not as described, we will replace it with the same or an equivalent item at no extra charge. If replacement is not possible, or you would rather have a refund under the Consumer Protection Act, we will restore the value used to a new voucher or refund the amount paid, as applicable. Where you return an item for any other reason, the value of the voucher used is not restored.

2.4 All prices and voucher values include VAT at the applicable rate, and Bird & Co does not charge any extra fee for accepting a voucher as payment.



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2.5 **THIS VOUCHER HAS NO CASH VALUE, IS NOT REFUNDABLE, AND CANNOT BE EXCHANGED, IN WHOLE OR IN PART, FOR CASH, EXCEPT AS SET OUT IN CLAUSE 2.3 OR AS OTHERWISE REQUIRED BY THE CONSUMER PROTECTION ACT.**

2.6 Where a voucher forms part of a Limited Time Offer (LTO), it is valid until the end date shown on it, or until stock of the LTO item runs out, if sooner. The applicable campaign's terms and conditions also apply, and where the LTO forms part of a promotional competition, so do the terms and conditions of that competition.

3. **WHERE YOU CAN REDEEM IT**

3.1 Every participating Bird & Co store honours this voucher on the same terms, regardless of who owns it.

4. **IF SOMETHING GOES WRONG**

4.1 If Bird & Co cannot honour a voucher for reasons outside its control, such as a stock shortage, store closure, Point of Sale (POS) being offline, or a menu change, we will offer an item or value of similar worth and let you know as soon as we can. Clause 2.6 sets out what happens when LTO stock runs out.

4.2 Keep your voucher code to yourself. **Except where the loss results from our own error or negligence, Bird & Co is not responsible for a voucher that is lost, deleted or used by someone other than the person it was sent to,** and we may decline to honour a voucher where we reasonably suspect fraud.

4.3 Bird & Co may cancel a voucher at any time if we reasonably believe it was issued in error, is linked to fraud or other irregular activity, relates to a promotion that has since been withdrawn, or has been affected by a technical fault. If we cancel a purchased voucher for a reason other than suspected fraud or irregular activity, we will, at our discretion, resend or reissue a replacement voucher of equal value to you, in line with clause 4.4. Where we cancel a voucher because we suspect fraud or irregular activity, we may hold back any replacement until we have completed our review. We will let you know when a voucher is cancelled, using



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the contact details given to us when it was issued or redeemed. If we cancel a free, campaign or LTO voucher because it was issued in error or its promotion was withdrawn, we don't have to replace it, but we will tell you. This clause does not take away any other right you have under the Consumer Protection Act.

- 4.4 If we need to get a new copy of your voucher to you, we will either resend it or reissue it. A resend sends the same voucher, with the same voucher code and expiry date, to the same email address and/or cell phone number as the original. A reissue cancels the original voucher and generates a new voucher, with a new voucher code but the same expiry date. Where you ask, and once we have confirmed that you are the person named on the voucher, a reissue can go to a different email address or cell phone number of yours.

5. YOUR RIGHTS AND THIS AGREEMENT

- 5.1 Bird & Co may update these terms from time to time. The version in force when your voucher was issued is the one that applies to it.
- 5.2 If Bird & Co stops running, replaces or migrates the Digital Voucher System, any valid voucher still in circulation at that time will continue to be honoured up to its original expiry date.
- 5.3 If any part of these terms is found unlawful or unenforceable, the rest continues to apply.
- 5.4 These terms are governed by the laws of the Republic of South Africa.

6. YOUR INFORMATION

- 6.1 To issue, deliver, verify, and let you redeem a voucher, we need to collect and process some personal information about you: your name, and either your email address or mobile number (whichever the voucher was sent to). If you contact us about a lost, stolen, or disputed voucher under clause 4, we'll also process the details you give us then, such as your ID or proof of purchase, to investigate.



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- 6.2 We process this information under the Protection of Personal Information Act 4 of 2013 (POPIA), for these purposes only: issuing and delivering your voucher, verifying it at redemption, preventing and investigating fraud, responding to your queries and complaints, and meeting our own legal and record-keeping obligations. Where we rely on your consent for a particular purpose, such as sending you marketing about future vouchers or promotions, we'll ask for that consent separately, and you can withdraw it at any time by telling us so.
- 6.3 Giving us this information is voluntary, but it's necessary. If you don't provide your name and contact details, we can't issue or let you redeem a voucher.
- 6.4 We share your information only where it's needed to do the above: with the Bird & Co store that redeems your voucher, with the payment and Point of Sale providers who process the transaction, and with the SMS/email providers who deliver the voucher to you.
- 6.5 We keep your information only for as long as your voucher is valid, plus a reasonable period after that to handle any dispute, comply with tax or other legal requirements, and defend or bring a legal claim. After that, we delete or anonymise it.
- 6.6 We take appropriate technical and organisational steps to keep your information secure, and to protect it against loss, unauthorised access, and misuse.
- 6.7 You have the right to ask us what personal information we hold about you, to ask us to correct or delete it, to object to how we're using it, and to withdraw any consent you've given us. To exercise any of these rights, or if you have any questions about how we handle your information, contact our legal department at legal@pedroschicken.co.za.



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6.8 If you're not satisfied with how we've handled your information, you have the right to complain to the Information Regulator: by email at enquiries@inforegulator.org.za, by phone on 010 023 5200 or the toll-free line 0800 017 160, or in writing to Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191. POPIA complaints are lodged through the Regulator's eService portal at eservices.inforegulator.org.za.

6.9 This clause is a summary. Our full Privacy Policy sets out how we collect, use, and protect your information in more detail, and forms part of these terms.

7. FREQUENTLY ASKED QUESTIONS

7.1 **How do I redeem my voucher for my order?** Present your voucher at a participating Bird & Co store when you place your order. The store will validate the voucher before accepting it, and once it has been validated and successfully redeemed, it cannot be used again

7.2 **Where can I use my voucher?** Your voucher can be used at participating Bird & Co stores (see clause 3), subject to the terms and conditions that apply to that voucher.

7.3 **Does my voucher expire, and how do I check the expiry date?** Yes, every voucher has an expiry date. This is shown on the voucher sent to you, and you should redeem it before that date. See the table at the start of these terms for how long each voucher type is valid.

7.4 **My voucher code is not working at checkout. What should I do?** Please check that you are using the correct voucher code, that it has not expired, and that it has not already been fully redeemed or cancelled. If it still does not work, ask the store manager to verify it using the Digital Voucher System. If the issue is still not resolved, email customercare@birdandco.info with the details provided with your voucher.

7.5 **What happens if I return or cancel an order I paid for with a voucher?** Refunds and reversals on a purchase made using a voucher are handled under clause 2.3 and our Customer Care terms and conditions; the voucher itself is not refunded or reversed. Please keep your voucher code and proof of purchase and contact the relevant customer support team for assistance.



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- 7.6 **Where can I view the full terms and conditions for my voucher?** These terms and conditions are provided with your voucher and/or in the communication you received about it, and set out the voucher's value, expiry, redemption conditions and any restrictions that apply.
- 7.7 **How do I order vouchers for my business or in bulk?** If you need vouchers in bulk for your business, contact the relevant Bird & Co business team to submit a request. Bulk requests are subject to our approval and billing process before vouchers are generated and issued.
- 7.8 **Can I use my voucher for delivery through third-party apps, such as Uber Eats or Mr D?** No, unless your voucher's terms and conditions specifically say otherwise. Digital vouchers are intended for redemption in a participating Bird & Co store (see clause 1.2) and cannot be used as a payment method on third-party delivery platforms.
- 7.9 **I lost my voucher, for example by deleting the email or clearing my app cache. Can you get it back to me?** Yes, if your voucher is still valid and has not been cancelled, expired, or fully redeemed, we can resend or reissue it to you. See clause 4.4 for how resending and reissuing work.