

Terms & Conditions (Botswana)

Last updated: 19 December 2025

These Terms and Conditions (“Terms”) govern your access to and use of The SPAR Group Limited’s, registration number 1967/001572/06 (“SPAR”, “we”, “us” and “our”) e-commerce website SPAR2U.co.bw, product delivery mobile application and related services (collectively, the “Platforms”) for customers in the Republic of Botswana.

The Platforms are owned and operated by us and allow “you” the registered customer the ability to purchase food, beverages and other similar products (“Products”) from independent retailers (“Retailer(s)”) operating under the SPAR Brand.

These Terms therefore also govern the contract of sale concluded between you and the Retailer and the Retailer may accept the benefits and rights granted to it in these Terms at any time without the requirement to give you written notice.

By accessing or using our Platform you agree to these Terms. If you do not agree, please do not use our Platforms.

If you have any queries, please contact us by email at info.officer@spar.co.za

1. Use of the Platforms

- 1.1. You can use the Platforms to order and purchase Products and either collect them from a specific Retailer store (“Fulfilment Store”) or, receive delivery at your selected address from a Fulfilment Store.
- 1.2. You must be at least 18 years old (or the age of majority in your jurisdiction) to make purchases via our Platforms.
- 1.3. You agree to use the Platforms only for lawful purposes, in accordance with these Terms and applicable laws.
- 1.4. You must not share your log in details with any third person. Any activity from your account after your access details have been entered will be presumed to be from you and any orders placed by a third person using your account details will create a binding agreement between you and the Retailer.
- 1.5. We reserve the right to refuse service, terminate accounts or cancel orders at our discretion if we believe a user is violating these Terms or applicable laws.

2. Account Registration

- 2.1. To place an order you must register an account. You must provide accurate, complete and up-to-date information.
- 2.2. Each time that you log in to your account we will send you a one-time-pin (**OTP**) to the mobile number provided to us on registration. You must enter the OTP to verify your profile before you can order Products on the Platforms.

- 2.3. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.
- 2.4. You must notify us immediately if you suspect unauthorised use of your account.

3. **SPAR Rewards**

- 3.1. If you have registered for SPAR Rewards then you will be able to link your SPAR Rewards profile to your account on registration.
- 3.2. If you are not registered for SPAR Rewards then you will be given the opportunity on registration to register or, you may register at a later stage and link your SPAR Rewards registration to your profile.
- 3.3. The terms governing SPAR Rewards will be available at the link provided on the relevant Platform.

4. **Products and Orders**

- 4.1. Unless you are changing your order, you can only place orders on the Platforms and by no other means- unless the Retailer permits the purchase of goods through other means. If the Retailer permits this then those purchases will be subject to the terms and conditions determined by the Retailer from time to time.
- 4.2. You must indicate your delivery address before placing an order on any Platform.
- 4.3. We may at any time suspend or terminate the availability of this service in your area, or Products on the Platforms, at our sole discretion.
- 4.4. All Products listed on the Platforms are subject to availability.
- 4.5. The final step in placing your order will be by confirming the accuracy of your basket, This will be your opportunity to correct any errors in your order. If you want to change your order after confirming your basket you will need phone the relevant Retailer store.
- 4.6. Any changes to your order, that are accepted by the Retailer, will not be reflected on the Platforms but will be included in the invoice presented to you at the time of payment.
- 4.7. Our Platforms do not allow you to select substitutions for Products.
- 4.8. We strive to display product images, descriptions and pricing accurately, but errors or omissions may occur. Don't use product images to determine size or volume, rather refer to the description and any other available additional information on the Platform product page.
- 4.9. We will make as much Product related information available on our Platforms as possible. **However, this information is gathered from various third-party sources and therefore we accept no responsibility and make no representation, nor give any warranty or undertaking, express or implied, as**

to the accuracy or completeness of any information provided on our Platforms.

- 4.10. When you place an order you will receive a confirmation email. This does not constitute acceptance of the order. Acceptance and formation of a binding contract of sale between yourself and the Retailer occurs when we dispatch the Products for delivery orders or, in the case of orders for collection, when we start picking Products.
- 4.11. SPAR, or the Retailer, may cancel or reject any order for reasons including (but not limited to) insufficient stock, pricing error, suspected fraud or violation of these Terms.
- 4.12. Neither SPAR nor the Retailer are responsible for orders placed incorrectly on our Platforms, even if the error was in good faith. If you realise during the delivery process that you have made a mistake when you placed your order, you must follow our general returns process described in these Terms. **We will not be responsible for delivering the originally intended Product, and you will have to place a new order, subject to a further delivery charge.**
- 4.13. If we detect any accidental and obvious errors in the Product description, price, or image, neither SPAR nor the Retailer shall be obliged to fulfil an order of such product. If reasonably possible, we shall rectify and inform you of any errors as promptly as reasonably possible. **SPAR and the Retailer's liability relating to such errors is always limited to refunding monies already paid by you.**
- 4.14. SPAR and the Retailer each warrant that the Products comply with the requirements and standards contemplated in section 16 of the Consumer Protection Act, 2018 except to the extent that those Product have been altered contrary to the instructions, or after leaving the control, of the SPAR or the Retailer, as the case may be.
- 4.15. You may cancel an order before dispatch (for delivery orders) or picking (for collection orders) by contacting the Fulfilment Store directly. If the order has already progressed to the picking finalisation or dispatch stages, you may follow the delivery process, receive the order, and subsequently return the item to the store for a refund or exchange.

5. Pricing and Payment

- 5.1. All prices are displayed in Botswana Pula (BWP). The final invoice for the Products may vary from the prices displayed.
- 5.2. If you choose to collect your order, payment for Products must be made in person at the point of sale ("POS") or till using the payment methods available at the Fulfilment Store.
- 5.3. If you choose to have your order delivered to you then payment for Products must be made using the handheld payment device provided by the driver.
- 5.4. No online payment facilities are provided. We do not process or store any payment card details.

- 5.5. The total price, including any applicable delivery, packaging, or additional charges, will be disclosed prior to the conclusion of the transaction.
- 5.6. If payment is declined at the POS or handheld device (should delivery be selected), the Products will not be handed over to you.

6. Discounts and promotions

- 6.1. We may offer certain Products at discounted prices. These promotions are subject to these Terms and any other conditions we impose for specific promotions.
- 6.2. If you buy Products that are part of a promotion, you will pay the discounted price for those Products (the "Discounted Price"). If you buy Products in a manner that falls outside of the scope of a promotion, then you will pay the then current (non-discounted) selling price on the Platforms, for each of the Products that falls outside the scope of the promotion.
- 6.3. The following conditions apply to promotions:
 - 6.3.1. Promotions run for a specific time frame and subject to specific promotional campaign details. We are not required to sell the Products at a Discounted Price that does not fall within the campaign period. The Discounted Price is only valid during the campaign period.
 - 6.3.2. Promotions are also subject to availability, as with all purchases of Products on our Platforms, and if a Retailer does not have stock of a Product that is part of a promotional campaign then neither us nor the Retailer is required to apply/transfer the promotion to another Product.

7. Shipping and Delivery

- 7.1. Delivery is available only to addresses within the predefined service regions that we determine and for orders with a minimum value as reflected on the Platforms from time to time.
- 7.2. The maximum quantity of Products that can be ordered for delivery from time to time will be reflected on the Platform, orders above this quantity will require multiple separate orders.
- 7.3. Delivery slots displayed on the Platform are based on your delivery address, store fulfilment capacity, and Product availability.
- 7.4. You will be charged a delivery fee per order which will be reflected on the Platforms and notified to you prior to completing the transaction on the Platform.
- 7.5. Risk of loss or damage to Products passes to you when you take physical possession of the goods. You assume all risk in the damage, disappearance or theft of products after delivery.

- 7.6. You must check the Products for visible defects before signing proof of delivery.
- 7.7. The driver will bring your order to the front door or gate only (but not enter the building) of your chosen delivery address. The driver will deliver sealed bags or parcels containing the Products that you ordered and not individually hand over each Product. You will be required to sign a proof of delivery.
- 7.8. Drivers will confirm the order number and the intended recipient (as provided on the order) on request, as a means of verification. You will receive a status update for your order delivery confirmation notification on the Platform via email.
- 7.9. Under no circumstances will Products be left unattended by the driver, even if you request it as a delivery instruction when placing the order.
- 7.10. It is your responsibility to be present (or to make sure that a person authorised to accept delivery is present) for the full duration of your chosen delivery slot. If no authorised person is available, the order will be returned to the Fulfilment Store and cancelled.
- 7.11. Adverse weather conditions, accidents, road work, unusual traffic congestion or any other event outside of our reasonable control may result in the occasional late or cancelled delivery, but we will try to contact you as soon as we are able to and reschedule your delivery time and date. **SPAR and the Retailer will have no liability to you for cancelled deliveries as payment will be only made on delivery.**

8. Returns and refunds

- 8.1. When purchasing Products on the Platform you are concluding an agreement of sale with the Retailer. Whilst we are entitled to assist in resolving disputes relating to Products purchased on the Platforms we are not obliged to do so and any disputes must be resolved between you and the relevant Retailer. All settlement offers will be deemed to have been made without prejudice.
- 8.2. Subject to clause 8.4, if you are not entirely satisfied with your purchase or would like an exchange, please return it to the Fulfilment Store with the card used for payment within 7 days for perishable items or 30 days for non-perishable items. You must present a copy of your till slip and the Product must be in its original packaging to qualify for a return in terms of this clause 8.2 – we will not collect returned Products.
- 8.3. If damage is discovered after delivery, the affected product must be returned to the store for exchange or refund. If a Product is unavailable, the Retailer may substitute with a similar product or refund the Product price.
- 8.4. If the Products do not satisfy the requirements set out in the Consumer Protection Act, 2018 then you may return the Products to the Retailer within 6 months of delivery.
- 8.5. Refunds will be processed to the original payment method within 14 business days after we receive and inspect the returned goods or approve cancellation.

9. Intellectual Property

- 9.1. All content on the Platform including text, graphics, logos, images, software, designs and trademarks are owned by or licensed to us and is protected under Botswana and international intellectual property laws.
- 9.2. You may not copy, reproduce, distribute, publish or create derivative works from any material on the Platform without our prior written consent.

10. Privacy & Data Protection

Our collection and use of your personal information in connection with the Platforms is set out in our privacy policy located at (to be inserted).

11. Advertisements, third-party links, platforms & marketplaces

- 11.1. Our platforms may contain advertisements, by downloading and/or subsequently using the Platforms, you consent to be shown or receive advertisements on or through the Platforms.
- 11.2. Our Platform may integrate or link to third-party services (e.g., payment gateways, shipping carriers or marketplaces). **We are not responsible for the policies or practices of those third parties.**
- 11.3. If you purchase through a third-party marketplace you should review that third-party's terms as well.

12. Limitation of Liability

- 12.1. **To the maximum extent permitted under applicable law:**
 - 12.1.1. **neither SPAR nor the Retailer (and our affiliates, directors, employees) are responsible or liable for any direct, indirect, incidental, special or consequential damages that any person may suffer arising from your use of the Platforms or products/services purchased;**
 - 12.1.2. **SPAR disclaims all warranties and conditions (express or implied) relating to the performance of the Platforms;**
 - 12.1.3. **You hereby indemnify us for any loss, cost, damage or expense (including legal costs at the highest scale permitted by law) that arises from the unauthorised use of our intellectual property or any third party's intellectual property on the Platforms.**
- 12.2. **SPAR and the Retailer's total liability for any claim arising under or in connection with these Terms shall not exceed the amount you paid for the Products or services in question.**
- 12.3. **Nothing in these Terms limits our liability for death or personal injury caused by our negligence, or for fraud or intentional wrongdoing.**

- 12.4. **You hereby indemnify us, our employees, service providers and agents against any liability for any failure to perform or delay in performance caused by events outside of our reasonable control (for example strikes, trade disputes, accident, computer failure, breakdowns, power failures, shortages affecting us or our usual sources of supply or our means of delivery of the products or services).**
- 12.5. **We are not responsible for the failure of any technical element relating to the Platforms and ordering of products that may result in a discount not being successfully redeemed.**
- 12.6. **We are not responsible for any lost, damaged, delayed, incorrect or incomplete orders for any reason whatsoever.**

13. General

- 13.1. These Terms are governed by the laws of the Republic of Botswana.
- 13.2. You agree that any dispute arising under these Terms will be subject to jurisdiction of the courts of Botswana.
- 13.3. You may not assign or otherwise transfer any of your rights or obligations under these Terms. You agree that we may, in our sole and absolute discretion, transfer and assign all or part of our rights and obligations under these Terms to one or more third parties chosen by us.
- 13.4. If any provision in these Terms is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected and will remain of full force and effect.
- 13.5. You are not allowed to use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Platforms. You may use the Platforms only for lawful purposes and may not in any way (including without limitation by use of any robot, spider, other automatic device or manual process) monitor, distribute, display, publish, copy, print, post, modify or otherwise use the Platforms and/or the information contained therein without the express prior written consent of one of our authorised representatives.

14. Changes to the Terms

- 14.1. We may update these Terms from time to time. If our Terms are updated you will be required to indicate your acceptance of the new Terms before accessing the Platform again.
- 14.2. The "Last updated" date at the top will reflect the current version.