

## **Terms and Conditions**

### **Acceptance of Terms**

The Supplier permits the use of this Website subject to these terms and conditions (“the Terms and Conditions”). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions. Your use of any products or services offered by us will also be subject to applicable provisions of the Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, including in one of our The Suppliers, the Terms and Conditions as contained herein will prevail.

### **Use of the Website**

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By entering this Website, you agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent from an authorized The Supplier representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website). You may not use the Website to distribute material which is defamatory, offensive, and unlawful or contains hate speech.

### **Disclaimer**

While The Supplier takes reasonable measures to ensure that the contents of this Website are accurate and complete, The Supplier makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website. The Supplier reserves the right to make changes, corrections and/or improvements to the information and to the products and programs described in such information, at any time without notice.

The Supplier will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, The Supplier also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. The Supplier does not accept any responsibility for any errors or omissions on this Website.

## **Privacy Policy**

The Supplier has a strong commitment to providing excellent service to all of our customers and visitors of this Website, including respecting concerns about privacy. The Supplier will explicitly ask when we need information that personally identifies you or allows us to contact you (“personal information”). Generally this information is requested when submitting orders, contacting The Supplier or when requesting a particular service. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

The purposes for which The Supplier will use your personal information are as follows: to transact with you via the website or email regarding purchases, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process and validate requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

The Supplier shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on The Supplier; (b) to protect and defend the rights or property of The Supplier, and (c) for the purposes of distributing same to various employees and/or third parties who assist The Supplier in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of “cookies.” “Cookies” are small text files a website can use to recognise repeat users, facilitate the user’s ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on our Websites.

WHILST THE SUPPLIER IS OF INTENT TO TAKE REASONABLE MEASURES TO KEEP PERSONAL INFORMATION ABOUT YOU CONFIDENTIAL, IT SHALL HOWEVER NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION.

The Supplier will:

- treat your personal information as strictly confidential;
- take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

### **Linked Third-Party Website and Third-Party Content**

This Website may contain links or references to other websites outside of our control, including those of advertisers. These Terms and Conditions do not apply to those websites and The Supplier is not responsible for the practices and/or privacy policies of those sites or the cookies those sites use. In addition, because The Supplier has no control over such external sites and resources, you acknowledge and agree that The Supplier is not responsible for ensuring the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Your use of such other websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such other websites or your reliance on any information contained on those websites.

### **Permission for Hyperlinks, Deep Linking, Crawlers and Metatags**

Nobody may establish a hyperlink, frame, metatags or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before

receiving the prior written approval of an authorised representative of The Supplier, which may be withheld or granted subject to such conditions The Supplier may specify from time to time. Furthermore, this Website or any part hereof may not be “framed” or “deep linked” in any way whatsoever. This Website may from time to time contain message boards which allow users to comment on their experience at The Supplier. At times those comments may contain references to matters not related to The Supplier. Those references do not necessarily represent the views of The Supplier.

### **Limitation of Liability**

THE SUPPLIER SHALL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE CAUSED BEYOND THE REASONABLE CONTROL OF THE SUPPLIER.

YOU HEREBY INDEMNIFY THE SUPPLIER AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM THE SUPPLIER OR ONE THAT PURPORTS TO EMANATE FROM THE SUPPLIER, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF THE SUPPLIER.

### **Changes to these Terms and Conditions**

The Supplier reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

### **Termination**

The Supplier may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that The Supplier will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

### **Governing Law**

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts

regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

### **General Social Media Competitions Terms and Conditions**

1. By entering Unipanel SA social media competitions, all participants agree to be bound by these terms and conditions.
2. In order to be eligible to enter competitions, a participant:
  - 2.1. Must be at least 18 years old and residing in the Republic of South Africa;
  - 2.2. Must have signed up online to be a part of our community during the promotional period
  - 2.3. Entered with a valid email address and mobile number;
3. All participants who meet the eligibility requirements set out above will be automatically entered into the competition.
4. The following persons and entities are not eligible to participate in the competition:
  - 4.1. Directors, members, partners, employees, agents of or consultants to Unipanel SA (Pty) Ltd, its subsidiaries, divisions and/or associated companies or any other person who directly or indirectly controls or is controlled by Unipanel SA, and their spouses, life partners, immediate family members and business partners;
  - 4.2. Directors, members, partners, employees, agents of or consultants to the advertising and promotion agencies of Unipanel SA and their spouses, life partners, immediate family members and business partners; and
  - 4.3. **Unipanel SA** directors, members, partners, employees, agents of or consultants to **Unipanel SA** or any other person who directly or indirectly controls.
5. The competition commences on the day of posting on social media and ends on a date selected by **Unipanel SA**.
6. Winners will be drawn by random selection from all eligible entries. The judges' decision is final and no correspondence in this regard will be entered into.
7. The prizes for competitions vary from case to case.
8. The prizes are not transferable and cannot be exchanged for cash or for any other item. If, for any reason, **Unipanel SA** cannot provide any of the prizes, **Unipanel SA** will award an alternative prize of a similar value.

9. Each of the winners will be required to provide **Unipanel SA** with proof of identification in the form of a copy of his/her identity document, passport or South African driver's licence.

10. Notification and delivery of prizes:

10.1. Each of the winner's contact details will be obtained from the [www.unipanelsa.co.za](http://www.unipanelsa.co.za). Each winner will be informed telephonically and/or by e-mail within 24 hours after his/her name has been drawn, that he/she has won the prize.

10.2. Unipanel SA reserves the right to disqualify a winner if he/she does not respond to the telephone call and/or e-mail within 72 hours of being contacted or the notification being despatched, indicating that he/she accepts the prize. In such event, Unipanel SA will be entitled to select another winner within 24 hours thereafter.

10.3. If a winner cannot accept a prize for any reason, that winner will forfeit his/her prize and another winner will be selected. In order to claim his/her prize, a winner may contact Unipanel SA Head Office.

10.4. The voucher is redeemable at winners' nearest Unipanel SA branch, and will be deducted from their transaction.

11. The winners' names will be published on the official Unipanel SA website ([www.unipanelsa.co.za](http://www.unipanelsa.co.za)) or other digital channels.

12. Unless the winner specifically states otherwise, each winner agrees to participate in all promotional activity and hereby consents to Unipanel SA using his/her name, images and/or voice in any promotional material for the purpose of promoting the competition. No compensation will be payable for such use. The winner will have the right to withdraw his/her consent for the use of his/her name, images and/or voice prior to the use thereof by Unipanel SA in any promotional activity.

13. A copy of these terms and conditions will be available on the official Unipanel SA website ([www.unipanelsa.co.za](http://www.unipanelsa.co.za)).

**14. BY PARTICIPATING IN THE COMPETITION, YOU AGREE, SUBJECT TO APPLICABLE LAW, THAT NEITHER UNIPANEL SA NOR ANY OF THEIR RESPECTIVE ADVERTISING AGENCIES WILL BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS OR CLAIMS IN CONNECTION WITH THE COMPETITION OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE.**

**15. UNIPANEL SA RESERVES THE RIGHT TO TERMINATE, SUSPEND OR AMEND THE COMPETITION FOR REASONS BEYOND ITS CONTROL. UNIPANEL SA AND ITS SERVICES PROVIDERS, INCLUDING ANY TELEPHONE NETWORK PROVIDERS, ARE NOT RESPONSIBLE FOR INCORRECT OR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, TECHNICAL MALFUNCTION, LOST OR DELAYED DATA TRANSMISSION, OMISSION, INTERRUPTION,**

**DELETION, LINE FAILURE OR MALFUNCTION OF ANY TELEPHONE NETWORK, COMPUTER EQUIPMENT OR SOFTWARE, THE INABILITY TO ACCESS ANY WEBSITE OR ONLINE SERVICES OR FOR ANY OTHER REASON BEYOND ITS CONTROL.**