



## **ONLINE TERMS AND CONDITIONS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Distell Limited ("Distell") and its associated companies in the Distell Group provide this website, subject to the terms and conditions below. By using this website, you signify your assent to these terms of use. If you do not agree to these terms of use, you may not use this website in any manner whatsoever.

These terms make reference to sections of the Electronic Communications and Transactions Act, 25 of 2002 (hereinafter "the ECT Act"), a copy of which may be obtained at [http://www.internet.org.za/ect\\_act.html](http://www.internet.org.za/ect_act.html).

### **TERMS OF USE**

Your use of this website shall at all times be subject to these terms of use, as may be amended from time to time. It is your responsibility to continually stay abreast of changes to these terms.

### **LIMITATIONS**

The use of this website is at your own risk. Whilst we endeavour to ensure that the information on this site is accurate and complete, we make no warranties about the accuracy, reliability, completeness or timeliness of information published on this website. The information on this website is intended for general information purposes only and is not intended to serve as financial, legal or other advice. To the maximum extent possible under applicable law, we disclaim liability for any claim, loss, injury or damage arising out of or in connection with the use of information and/or goods and/or services available from or through this website, whether direct or indirect including, without limitation, any liability relating to any loss of use, interruption of business, lost profits or lost data, or incidental, special or consequential damages of any kind.

### **SALE OF LIQUOR**

To the extent that this website may market, promote or advertise the sale of liquor, it is not intended for persons under the age of 18 years and you are advised that liquor may not by law be sold or supplied to persons under the age of 18 years.

### **SECURITY**

In terms of section 86 of the ECT Act you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of this website or to otherwise interfere with the proper functioning thereof.

### **LICENCE**

The proprietary information on this website may be downloaded or printed for your own non-commercial use only, provided you do not delete or change any copyright, trademark, or other proprietary notices, or distort or otherwise modify the proprietary information in a manner that may be prejudicial to us. All rights not expressly granted in terms of these terms of use are reserved. Any use of our proprietary information, otherwise than expressly authorised in terms hereof, may violate copyright laws, trademark laws and other regulations and statutes and create liability for criminal prosecution and/or civil liability.

### **PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION**

We will not disclose any personally identifiable or payment-related information (collectively "personal information") to third parties without obtaining your prior consent. We shall however not be prohibited from making personal information available within our group of companies or to our marketing agents for marketing purposes, subject thereto that such parties agree to observe the above provision.

### **LINKING AND FRAMING**

You may not establish a link to this website from a third party site, unless the link does not imply any association, endorsement or sponsorship by us of such website, or any products or services offered on such site; or unless the linked pages from the website are displayed without alteration of any kind. You may in particular not cause a user's web browser to display a "framed" version of this web site in response to activating a link.

### **AUTOMATED ACCESS**

Other than bona fide public search engines, you may not access any pages in this website using any automated process or technology, including, without limitation, any web spiders, crawlers, or similar technologies.

### **ELECTRONIC COMMUNICATIONS**

Any communication or material you transmit to us by electronic mail or otherwise, including, but not limited to any data, questions or answers, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary by us, unless expressly agreed otherwise in writing. Electronic communications shall only be deemed to have been received if and when responded to in a manner, other than by way of an automated response. Information contained in electronic communications must be regarded as confidential and intended solely for the use of the intended recipient. Any unauthorised disclosure, copying, distribution or action in reliance upon the contents of this electronic communication is strictly prohibited and unlawful. Whilst we employ virus filtering, we provide no guarantees or warranties that electronic communication will be virus-free. You are accordingly advised to employ your own virus scanning tools. The views expressed in any electronic communications transmitted are those of the individual sender, unless the context clearly provides otherwise.

### **ENFORCEABILITY**

Each provision of these terms of use shall be severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.

### **JURISDICTION**

These terms of use shall be solely and exclusively governed by and construed and interpreted in accordance with the law of Republic of South Africa. The parties agree that the agreement shall, for purposes of jurisdiction, have been concluded at our head office in Stellenbosch.

### **AMENDMENTS**

We reserve the right to revise these terms of use at any time, with the revised terms taking effect as of the date of its posting. A certificate signed by the administrator of this website shall be *prima facie proof* of the date of publication and contents of any version of these terms that may be applicable to a dispute or otherwise.

### **INFORMATION DISCLOSURE**

The following information of Distell Limited is disclosed in terms of section 43 of the ECT Act and section 51 of the Companies Act, 61 of 1973:-

Full name and legal status	Distell Limited
Registration number	1963/001333/06
Names of directors	MJ Botha, CJ Cronje, DJ Gallow, SJ Genade, S W Klopper, M Lambrechts, NT Moodley, K Pillay, JJ Scannell (Managing), MR Searle, CLC Snyman, JJ Venter.
Place of registration	Republic of South Africa
Physical address	Aan-de-Wagen Road, Stellenbosch, RSA
Telephone number	+27 (0)21 809 7000
Website address	www.distell.co.za
E-mail address	info@distell.co.za