

## Terms and Conditions of Use

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## Terms and Conditions

### 1. Introduction

- 1.1 These Terms and Conditions, including our Privacy Policy and all other policies are binding on all persons that use the Platforms, without qualification or exception.
- 1.2 By accessing or using the Platforms, you agree to be bound by and shall be deemed to have accepted these Terms and Conditions and [SAMPRA’s Privacy Notice](#), which you acknowledge to have read and understood. If you do not agree to any of the Terms and Conditions, you may not enter, view or make use of Platforms.
- 1.3 SAMPRA may from time to time amend these Terms and Conditions without notice and you agree that your use of the Website after any such amendment shall constitute your agreement to be bound by the amended Terms and Conditions.
- 1.4 You confirm that you are 18 years or older, or that you have been duly assisted to consent to these terms.

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- 2.1 You may only access and use the Platforms, or any of the information or materials provided on the Platforms, in a lawful manner.
- 2.2 You may not access or use the Platforms, or any of the information or materials on the Platforms, for any commercial or non-private/non-educational purposes without the prior written consent of SAMPRA.
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- 2.4 You may not, without SAMPRA’s written prior consent, use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Intellectual Property or the Platform’s contents.
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- 3.3 The Intellectual Property is protected by South African and international law against infringement.
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- 4.3 **YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE PLATFORMS. SAMPRA SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, DAMAGE, COST, PENALTY OR CLAIM RESULTING FROM THE USE OF THE PLATFORMS, WHETHER DIRECT OR INDIRECT, AND WHETHER OR NOT SAMPRA HAS BEEN ADVISED OF OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS, INJURY, DAMAGE, COST, PENALTY OR CLAIM.**
- 4.4 **YOU HEREBY INDEMNIFY SAMPRA AND HOLD IT HARMLESS AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, PENALTY, COST OR CLAIM OF WHATSOEVER NATURE SUFFERED BY ANY THIRD PARTY IN RELATION TO ANY ACT OR OMISSION BY YOU IN RELATION TO THE PLATFORMS AND YOU USE THEREOF, AND/OR ARISING FROM ANY PROVISION OF THESE TERMS AND CONDITIONS OF USE.**

### 5. Privacy Notice

- 5.1 Information relating to your use of the Platforms can be obtained automatically as you navigate through the Platforms, including personal information.
- 5.2 Where you post personal opinions, messages and ideas on Platforms, you agree that SAMPRA may, at its sole discretion post, modify, or remove any content posted. You undertake not to post any information or content on the Platforms that is, or may be or is regarded as, unlawful, defamatory, harassing, obscene, personal/commercial advertising/marketing material, profane, untrue, false, incorrect, misleading, infringes the privacy or Intellectual Property rights of a third party, or is harmful in any way.
- 5.3 For more information on how we process your personal information, please refer to **SAMPRA's Privacy Notice**.

### 6. Governing Law

- 6.1 These terms and the other policies posted on the Platforms constitute the entire agreement between SAMPRA and you in relation to your access and use of the Platforms.

- 6.2 If we don't enforce any particular provision, we do not waive our right to do so later. If a court strikes down any of these terms, the remaining terms will survive.
- 6.3 These Terms and Conditions use and the use of the Platforms shall be governed by and construed in accordance with the laws of the Republic of South Africa. You irrevocably and unconditionally consent to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from or pertaining to these Terms and Conditions or the use of the Website.