



SUPERSPORT SCHOOLS (Pty) Limited

TERMS AND CONDITIONS - ACCESSING AND/OR USING THE SSS WEBSITE

These Terms and Conditions are the general terms and conditions that apply to your access and use of the Website.

By accessing the SuperSport Schools Website, you agree that you have read, understood and agree to be bound by the Terms and Conditions which are posted on the Website at the time of such access and as amended from time to time

Introduction

1. SuperSport Schools (Pty) Limited ("**SSS**"), is a wholly owned subsidiary of SuperSport International (Pty) Ltd ("**SuperSport**"), within the MultiChoice Group of Companies. SSS operates subject to laws of the Republic of South Africa. We are located at Unit 1 Dunkley House, 32 Barnet Street, Gardens, Cape Town, Republic of South Africa.
2. Additional terms and conditions may apply to particular information, content, services, applications or any other aspect of the Website or to products and/or services provided by us ("**Additional Terms**").
3. No provision in these Terms and Conditions is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the ECT Act, the CPA or any other applicable laws.

Definitions and interpretation

4. In these Terms and Conditions, the following terms will have the following meanings:

"**Affiliate**" in relation to SSS means any person which is –

- controlled by SSS;
- controls SSS; or
- is under common control with SSS;

"**CPA**" means the Consumer Protection Act, 68 of 2008, as amended from time to time;

"**Data message**" has the meaning assigned to it in the ECT Act;

"**ECT Act**" means the Electronic Communications and Transactions Act, 25 of 2002, as amended from time to time;

"**Registered User**" means a person who has registered for access to the restricted pages on the Website;

"**SSS**", "**we**" or "**us**" means SuperSport (Pty) Limited, a company registered in South Africa with registration number 2016/227821/07 and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;

"Terms and Conditions" means the terms and conditions set out in this document, as amended from time to time;

"Third Party Website" means any website which is not owned and/or controlled by SSS;

"User" or **"you"** means a person who accesses or uses the Website; and

"Website" means the website located at <http://www.supersportschools.com> and any other uniform resource locator or hypertext transfer protocol used by us from time to time.

5. Any reference in the Terms and Conditions:
 - 5.1. to the singular includes the plural and vice versa; and
 - 5.2. to one gender includes the other gender.

Hardware, software and Internet access

6. It is your responsibility to acquire and maintain, at your expense, the computer hardware and software, telecommunications facilities and Internet access service ("**IT facilities**") in order to access and use the Website.
7. You must ensure, prior to accessing the Website at any time, that:
 - 7.1. the Website is compatible with your IT facilities; and
 - 7.2. your IT facilities are sufficient in order for you to access and use the Website.
8. We will not be responsible for your inability to access and/or use the Website, either optimally or at all, if you do not comply with clauses 7.1 and 7.2 of these Terms and Conditions.
9. You agree not to access, or attempt to access, the Website by any means other than through the interface that is provided by us.

Allowed use and licence

10. You may only access and use the Website, or any of the information or materials provided on the Website, in a lawful manner, for your private or educational purposes, and in accordance with the Terms and Conditions.
11. You may not access or use the Website, or any of the information or materials on the Website, for any commercial or other non-private purposes ("**commercial purposes**") without our prior written consent.

Cost of Website access

12. Subject to these Terms and Conditions, you may access this Website for free. However, access to some or all of the pages on the Website may be restricted to Registered Users.
13. Notwithstanding clause 12, we may, in future, charge you to access and/or use the Website, or any aspect thereof, provided that we will give you prior notice of such change on the Website.

Caching

14. You may cache the Website provided that:

- 14.1. the purpose of the caching is to make the onward transmission/download of the content from the Website more efficient;
- 14.2. you do not modify, reproduce, interfere with the cached data/content in any manner whatsoever, or
- 14.3. otherwise use the cached data/content in a manner not authorised by us in these Terms and Conditions; and
- 14.4. you update, or remove from your computer system, the cached data/content if we request you to do so.

Hyperlinks from Third Party Websites

15. We may provide hyperlinks to Third Party Websites. Such links do not necessarily imply any endorsement, agreement with, or support for, the information on or content of those

Third Party Websites.

16. We do not editorially control the information or content on those Third Party Websites and neither us nor our Affiliates will be responsible in any manner whatsoever, for your access, or inability to access, such Third Party Websites, or for any information or content made available on or through such Third Party Websites, or for any loss, liability or damage which you may suffer as a result of access to a Third Party Website through a link on the Website.

Hyperlinks to Website

17. Subject to these Terms and Conditions, you may hyperlink to the Website from another website.

18. When you hyperlink to the Website from another website, you do so at your own risk.

19. Any person who provides a hyperlink to the Website must meet the requirements in clauses 30.1 to 30.6.

Framing

20. No person may frame the Website in any manner without our prior written consent.

Searching

21. Other than bona-fide search engine operators and the use of the search facility provided on the Website, no person may use, or attempt to use, any technology or applications (such as web crawlers, web spiders, robots, harvesting bots or scrapers) to search the Website for any purposes without our prior written consent.

User postings on Website

22. You may post your personal opinions, messages and ideas on any discussion forums (if applicable) on the Website.

23. You undertake not to post any information or content onto the Website that is, or may be, unlawful, defamatory, harassing, obscene, personal/commercial advertising/marketing material, profane, untrue, false, incorrect, misleading, infringes the privacy rights, intellectual property rights or any other rights or interests of ours, our Affiliates or of a third party, or is harmful in any way. Without limiting the generality of this clause, you agree that you will not upload, post or otherwise transmit any content that includes any of the following:
- 23.1. any personal information belonging to you or another person;
 - 23.2. spam/unsolicited communications, including advertisements for other websites and/or services, chain letters, pyramid schemes, polls or petitions;
 - 23.3. filling the forum boards with excessive posts, meaningless posts, posts unrelated to the topic or padding posts;
 - 23.4. discussions that veer materially off topic, are unrelated to resolving the issue at hand, are repetitive or campaigning, that promote products or services from other providers, or abuse any company, product or service;
 - 23.5. unfounded or vexatious complaints about us, our Affiliates or our policies or practices;
 - 23.6. attacks (including "Flaming") of another user in such a way as to incite or perpetuate arguments or conflict; creating usernames to attack other users' identities; impersonating other individuals or falsely representing one's identity or qualifications; posts made under secondary user names or other aliases for the purpose of either endorsing or denigrating others; posts that breach any participant's privacy by including that participant's personal information;
 - 23.7. posting a link or otherwise directing other Website users to any information or content that, if posted on the Website would contravene these Terms and Conditions;
 - 23.8. include links of third party websites which may contain offensive or unlawful material;
 - 23.9. discussions regarding pending South African court cases;
 - 23.10. advice that, if followed, could result in personal/financial injury or harm.
24. We may manage the postings on the Website to provide an orderly presentation of this information, to ensure that postings comply with these Terms and Conditions, and for any other reason we consider appropriate, although we will have no obligation to do so.
25. We may modify, refuse to post or remove any content posted by you, although we will have no obligation to do so.
26. You are encouraged to report to us information or content on the Website that you believe contravenes clause 23.
27. To effectively manage the Website, we may designate employees or other persons to act as moderators and administrators for the Website ("**Moderators**"). You agree to comply with directions from us or the Moderators regarding your access to and use of the Website.
28. Notwithstanding the provisions of clause 24 and 25, we are not responsible for any information or content posted by you or third parties on the Website.

29. If you post any information or content onto the Website, you will be responsible for any loss, liability or damage that we or our Affiliates may suffer, directly or indirectly as a result of your posting to the Website.

Use of articles on Website of electronic clipping or personalised news services

30. You may, subject to these Terms and Conditions, use any of the articles on the Website in electronic clipping services or personalised news services only if such electronic clipping service or personalised news service:

- 30.1. does not copy or provide the entire article as it appears on the Website, but provides only a short, accurate description of the contents of the article;
- 30.2. provides a correct and functioning hyperlink to the article on the Website;
- 30.3. acknowledges the Website as the source of the content;
- 30.4. acknowledges writers, journalists, photographers and any other third parties as they are acknowledged on the Website;
- 30.5. indicates the date on which the article was sourced from the Website; and
- 30.6. includes the following copyright notice: "© SuperSport Schools (Pty) Ltd. All rights reserved".

Security

31. You may not, whether intentionally or negligently, do, or attempt to do, anything to interfere with or disrupt the Website, or compromise the security or stability of the Website, including, without limitation, by delivering, or attempting to deliver, any damaging code (such as computer viruses, worms and Trojan horses) or other damaging or destructive component to the Website, or the server and computer network that support the Website.

32. You must take all reasonable steps to prevent compromising the security and stability of the Website.

Privacy

33. The terms of our privacy policy are incorporated in these Terms and Conditions, and you agree to be bound by that policy as if its provisions have been included in these Terms and Conditions in full.

34. Our privacy policy is available [here](#).

Intellectual property rights and domain name use

35. All intellectual property on the Website, including but not limited to software, information, content, design elements, databases, text, graphics, drawings, images, icons, logos, trade names, service marks and hyperlinks, whether registered or not (the "**intellectual property**") is the property of, or is licensed to, us or our Affiliates.

36. These Terms and Conditions should not be construed as granting you any licence or right to use the intellectual property without our prior written consent.

37. Without limiting the scope of clause 36, you specifically undertake not to copy, reproduce, modify, reverse engineer, adapt, publish, sell, distribute, transmit, broadcast, disseminate, exploit, or in any other way unlawfully use the intellectual property, or any aspect thereof.
38. All our intellectual property rights are expressly reserved.

Disclaimers

39. In clause 42, references to SSS, "we", or "us" includes our directors, officers, employees, agents, representatives, intermediaries and Affiliates.
40. Information, ideas and opinions expressed on the Website should not be regarded as our professional advice or official opinion, and you are encouraged to obtain professional advice before taking any course of action related to the information, ideas or opinions provided on the Website.
41. Subject to the provisions of s43(5) and s43(6) of the ECT Act, and to the extent applicable, and to any applicable provisions of the CPA, and to the full extent permitted by law:
- 41.1. We make no representations and give no warranties, whether expressly or implicitly, as to the Website or the information provided on the Website, and specifically, but without limitation, make no representations and give no warranty:
- 41.1.1. that the Website will be tailored to meet your personal requirements or expectations;
- 41.1.2. of the time within which the Website will be updated, or that access to the Website will be uninterrupted or error-free; or
42. We will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, arising from negligence, and which is suffered by any person who accesses, uses or relies on the Website. Without limiting the generality of this clause, we will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:
- 42.1. access to the Website;
- 42.2. inability to access, or delays or difficulty in accessing, the Website, to the extent that such inability, delay or failure results from causes beyond our reasonable control;
- 42.3. access to any websites linked to the Website;
- 42.4. inability to access, or delays or difficulty in accessing, any websites linked to the Website;
- 42.5. access to, use of, or reliance on information or content available on the Website;
- 42.6. any content posted by third parties on the Website;
- 42.7. services available from the Website;
- 42.8. our delay or failure to fulfil our obligations under these Terms and Conditions to the extent that such delay or failure results from causes beyond our reasonable control; or

42.9. any negligent act or omission of ours or our consultants, agents or employees.

Offer and acceptance

43. By advertising any products/services on the Website, we invite you to make an offer to acquire the relevant products/services.

44. In the event that you make an offer, we may accept the offer, in which case we will take additional positive action to demonstrate our intention to accept the offer.

Time, place, manner and attribution of data messages

45. The parties agree to the following:

45.1. Data messages addressed by you to us will be deemed to have been received by us only if we respond thereto or acknowledge receipt thereof.

45.2. Data messages addressed by us to you will be deemed to be received by you when the complete data message enters an information system designated or used by you for that purpose and is capable of being retrieved and processed by you.

45.3. Data messages addressed by you to us or vice versa will be deemed to have been created and sent from Johannesburg, South Africa.

45.4. Authentication methods such as electronic signatures or encryption techniques are not required for purposes of communications between you and us.

45.5. Any data messages that are sent by you to us from a computer, internet protocol address or mobile device normally used by or owned by you will be deemed to have been sent to us by you, or on your behalf by a person duly authorised by you.

Amendment and termination

46. You agree that we may from time to time:

46.1. change these Terms and Conditions;

46.2. vary the information, content, services, applications or any other aspect of the Website;

46.3. discontinue any aspect of the Website or information, content, services and applications on the Website; and

46.4. change the IT facilities required to access and use the Website or the information, content, services and applications on the Website.

47. Such a change will not affect our or your rights and obligations in respect of a transaction or agreement between us which is already complete at the time of such change.

48. All permissions granted in these Terms and Conditions are provided on a non-exclusive and non-transferable basis.

49. We may terminate the Website, or any aspect thereof, at any time.

50. Clauses concerning our privacy policy and our intellectual property will survive the termination of these Terms and Conditions for any reason whatsoever.

Severability

51. In the event that any provision detailed herein is found to be unenforceable or invalid for any reason, such terms or conditions will be severable from the remaining terms and conditions, and the remaining terms and conditions will remain enforceable and applicable.

Communications

52. When you register on the Website, we will check our systems to confirm whether you have requested not to receive communications from us regarding our products and/or services. If you do not wish to receive such communications from us, please call our call centre or use the "unsubscribe" options set out in any direct marketing communications which we send you.

Consumer rights

53. We draw to your attention that you may be entitled to certain consumer rights in terms of the ECT Act and/or the CPA and other applicable laws.

54. No provision of these Terms and Conditions is to be interpreted or construed as excluding, limiting or waiving any rights which you may have, or avoiding any obligation which we may have, in terms of the ECT Act, the CPA or any other applicable laws, whether in South Africa or any other country having jurisdiction (unless such laws permit the parties to agree otherwise).

Applicable and governing law

55. The Website is hosted, controlled and operated from the Republic of South Africa.

56. These Terms and Conditions are subject to, and will be interpreted, implemented and enforced in accordance with the laws of the Republic of South Africa.

57. Subject to the below, the parties consent to the jurisdiction of the Magistrate Courts in respect of all proceedings arising out of or pursuant to these Terms and Conditions. The parties may, in their discretion, institute any proceedings arising out of or pursuant to these Terms and Conditions in any division of the High Court of South Africa having jurisdiction.

Legal costs

58. We will not be responsible for any costs incurred by you in obtaining professional advice relating to these Terms and Conditions.

Breach

59. Without prejudice to any other rights we may have, we may claim damages from any person who contravenes these Terms and Conditions and as a result of which we suffer any loss, liability, harm or damage.

60. Any relaxation or indulgence which we may show to you from time to time or any failure by a party to exercise or enforce any right or provision of these Terms and Conditions is without prejudice to and does not constitute a waiver of any right or provision either in

these Terms and Conditions or any law. No waiver will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Resolution of disputes

61. If we are unable to resolve a dispute between you and us concerning the interpretation or application of these Terms and Conditions, any party who wishes to pursue that dispute may, subject to these Terms and Conditions, and without prejudice to any other remedy that such party may have, refer the dispute to arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa.
62. Such arbitration proceedings shall be conducted in Johannesburg in English.
63. The arbitration ruling will be final and the unsuccessful party will pay the costs of the successful party on an attorney and own client scale.
64. The expedited rules of the Arbitration Foundation of Southern Africa may be downloaded from the following website: <http://www.arbitration.co.za>.

Amendment of Terms and Conditions

65. We may amend the Terms and Conditions from time to time.
66. If we amend the Terms and Conditions, we will post the amended terms and conditions on the Website.
67. Subject to clause 69, the amended Terms and Conditions will become effective immediately once they are posted on the Website, and any subsequent use of the Website will be governed by the Terms and Conditions effective at the time of such access and use.
68. Each time you access the Website you agree to be bound by the version of the Terms and Conditions posted on the Website at the time. You are advised to regularly check these Terms and Conditions for any amendments.
69. If we amend the Terms and Conditions, the amendment will not affect any transaction already in force between you and us at the time of the coming into operation of the amendment, or any rights or obligations which you or we may have in terms of an existing transaction.