

TERMS AND CONDITIONS

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1. GENERAL

- 1.1. It is important to note that the use of this website is subject to the terms and conditions of use set out below which include our website and mobile websites (referred to as 'sites' from hereon)
- 1.2. By using this website you agree to observe all terms and conditions of use, including any privacy or other policies which may appear elsewhere in this website.
- 1.3. We reserve the right to make changes to the documents and/or other materials contained on the sites from time to time without notice. This right also applies to these terms and conditions. Rochester will post the revised terms on the sites. You may also use the sites for your own personal non-commercial use and not for republication, distribution, sale or other use.
- 1.4. If there is a conflict of meaning between these sites terms of use and any other terms, policies or notices, the specific terms, policies or notices will take preference where it applies to your use of those particular sites. These terms constitute the entire agreement between the parties.
- 1.5. If any term is void, unenforceable, or illegal, the term will be severed and the remainder of the terms will be effective.
- 1.6. The terms will be governed by and interpreted according to the laws of the Republic of South Africa without giving effect to any principles of conflict of law.

2. DEFINITIONS

- 2.1. In the website terms of use:
- 2.2. "terms" mean these terms of use, any specific terms, the privacy policy and any other terms, policies or notices agreed between you and Rochester;
- 2.3. "we" or "us" or "Rochester" means Pepkor Trading (Pty) Ltd trading as Rochester whichever one applies;
- 2.4. "site" means www.rochester.co.za
- 2.5. "you" or "user" means any person who visits, accesses or uses the sites.

3. SITE USE

- 3.1. As a user, Rochester grants you a limited, non-transferable revocable license to access and use the site subject to the terms and conditions. Your license does not extend to the site's source code or to the source code of any software or computer programme that forms part of the site.
- 3.2. You may only use the site for personal use, limited to viewing the site, providing information to the site, downloading product information for your personal review from the site.
- 3.3. You may only use the site if in terms of South African law you have the legal capacity to enter into an agreement.
- 3.4. You may only link to the site by linking to the home page of the said site.

4. RESTRICTIONS

- 4.1. You may not:
 - I. Provide any untrue or incorrect information to the site or Rochester;
 - II. Modify, copy, decompile or reverse engineer the site or use the site to make derivative copies;
 - III. Lease, sell, assign or in any other way distribute the site or any information obtained from the site without the prior written consent of Rochester;
 - IV. Use malicious search technology, including but not limited to spiders and crawlers;
 - V. Frame any pages of the site;
 - VI. Deep link to any pages of the site in a way to suggest that you are the owner or license of any intellectual property in the site.
 - VII. Use the interactive sections of the site, for instance forums, clubs, surveys and e-mailing, to post any material which in Rochester discretion is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws. Rochester does not have editorial control over the submission of any content to the interactive sections of the site. You submit all information, including the publication of pictures and or articles, at your sole risk and responsibility. Rochester is not responsible or liable for damages or other adverse consequences caused by the use of the submissions. Rochester reserve the right to remove any

at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.

- 17.7. It is your responsibility, as a participant, to ensure that any information, which you provide in respect of this promotional offer, is accurate, complete and up to date.
- 17.8. Any costs or expenses, which you may incur other than in respect of those items specifically included in a prize, are for your own account. Rochester will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your participation in the promotional offer and your acceptance and/or use of a prize. Rochester will specify, in the rules, the total value of the prizes to be won, the nature of the prizes, and any cost to be borne by the participants of any specific promotional offer.
- 17.9. Rochester does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, makes no representation and gives no warranty that a prize, or any aspect thereof, will:-
 1. Meet your, or, if applicable your partners, requirements, preferences, standards or expectations; or:
 2. Be satisfactory and punctual.
- 17.10. Prizes are not transferable and may not be deferred, changed or exchanged for any other item.
- 17.11. You may not obtain a prize if it is unlawful for us to supply such a prize to you. If you do qualify to receive such a prize, you will forfeit it.
- 17.12. You must possess whatever documents and permissions that may be required in order to take part in the promotional offer or claim a prize, in the event that you win. Such documents or permissions, if any, shall be contained in the rules of the specific promotional offer.
- 17.13. Should you be a participant to whom a prize is due, you consent to Rochester or its authorized agents taking, capturing, recording and/or using your name, voice, photographic images or video images for the purpose of marketing and publicity campaigns.
- 17.14. Should you cancel any deal, which is precondition of this promotional offer, you agree to return the full value of the coupon, which has been offered by Rochester and accepted by you. Failure to return the coupon will result in the full value of the coupon being set-off against your refundable amount.
- 17.15. Rochester and its affiliates 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, whether arising from negligence or any other cause, which is suffered by your participation in the promotional offer or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.
- 17.16. For purposes hereof, "affiliate" means Rochester partners, promoters, co-promoters and sponsors of this promotional offer, its subsidiaries, the subsidiaries of Rochester subsidiaries and respective holding companies, the subsidiaries of such holding companies, and the directors, officers, employees, agents and representatives of all those listed herein.
- 17.17. These terms and conditions will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
- 17.18. Rochester reserves the right to amend these Standard Terms and Conditions for promotional Offers at any time and will publish same on our website or make same available to subscribers on request.

17 WARRANTIES AND RETURNS

- 17.1. Subject to these terms, all goods carry an implied warranty in accordance with the Consumer Protection Act 68 of 2008 (CPA) which gives the consumer the right to return the unsafe and defective goods in terms of section 20 read together with section 56 of the CPA. Our goods also carry a manufacturers' warranty where applicable, which will run concurrently with any warranty in terms of the law.
- 17.2. The implied warranty on goods supplied places an obligation on Rochester to accept the return of unsafe or defective goods within six months of delivery, in the event of the goods not complying with

requirements and standards contemplated in section 55 of the CPA. Furthermore, the consumer has a right to return goods to Rochester if:

- 18.1.3. a) A consumer finds within 10 days that the goods are unsuitable for a particular purpose for which the consumer has expressed intention to use the goods as contemplated in s55(3);
- 18.1.4. b) The consumer did not have a chance to examine the goods and rejected delivery of the goods for any reasons contemplated in section 19(5); and
- 18.1.5. c) The consumer has refused delivery of any of those goods, because they were mixed with items that were not ordered, as contemplated in section 19(8).
- 18.1.6. Under no circumstances will we accept returned goods where the consumer has been afforded the opportunity to inspect the goods prior to the purchase and subsequently changed his/her mind about the goods, the goods have been damaged due to the consumer's negligence, the goods have been disassembled, permanently installed, physically altered, used or installed contrary to our manufacturer's instructions and/or have been subjected to misuse or abuse. We sell goods for domestic purposes only and for the purpose for which they were manufactured. Normal wear and tear will also be excluded. If you want to return alleged defective goods in terms of a warranty, we or the manufacturer will assess the goods to determine the reason for the defect in the goods. We will consider and deal with all other returns in terms of applicable law, the manufacturer's warranty or terms of the extended warranty. All refunds are less any charges permissible in terms of the law. If you are entitled in law to return goods to us for any reason, the law in certain instances allows us to charge you for the use of the goods and to get the goods fit for restocking. As a valued customer, we shall at all times endeavor to provide you with the best customer service and ensure that all your rights in terms of the Consumer Protection Act are protected.

19. TV LICENSES

You will be required to produce a valid TV license and ID document when purchasing a TV. In terms of the Broadcasting Act and Television License Regulations, license holders are required to take note of and/or comply with the following: Statutory obligations pertaining to a television license:

- 19.1.1. A television license is valid only at the permanent address reflected on the license.
- 19.1.2. A person purchasing a television set must be in possession of a valid (paid-up) TV license. A television set may not be purchased using someone else's TV license.
- 19.1.3. When taking out a domestic/household television license for the first time, a person is required to provide his/her personal particulars: surname, initials, ID number (a copy thereof, fixed address and contact details)
- 19.1.4. When renewing a television license, a person is required to present an existing license, a copy thereof, or a renewal notice.
- 19.1.5. A license holder must notify the SABC in writing, of a change of address within 30 days.
- 19.1.6. A television license is not transferable from one license holder to another except between spouses or between unmarried "life partners" in a permanent relationship, on the death of a husband/wife or partner.
- 19.1.7. A single domestic television license is required per household regardless of the number of TV sets, provided that all sets so licensed are used at a license holder's residential premises only by members of his/her family.
- 19.1.8. A separate domestic television license at the full annual tariff is required for a second or additional residential property (e.g., a holiday home) since a different physical address is involved.
- 19.1.9. "family members of a television license holder" – defined as all persons who are permanently resident with the license holder; and are dependent on him, and are owed a legal duty of support by the license holder – are covered by a single TV license in his/her name. A person has to meet all three of these conditions to be covered by a household's TV license. In practice, such domestic license covers a license holder and his/her immediate, dependent family members – in the case of a married couple, a husband/wife and his/her dependent, minor children. Adult (non-dependent) children or more distant relatives – such as adult children, parents/grandparents, brothers/sisters, uncles/aunts – or boarders or

lodgers sharing a family's home, are not defined as family members. They are separately liable for television sets in their possession and/or used by them.

19.1.10. Business TV Licenses

- 1. A business television license is required by businesses (including government departments) using TV sets in their business/commercial activities or on premises occupied for business purposes. Businesses pay per TV set in their possession.**
- 2. Once a year, the SABC has to be provided with an audited statement indicating the number of television sets and the period for which such sets were in their possession. Should an inspection reveal any irregularities in this regard, a business is liable for the additional TV license fees and fines. A penalty of R300.00 per set shall also be imposed.**