

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

material that it deems to be false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws.

5. DISCLAIMER & DISCLOSURES

- 5.1. This clause is subject to applicable law.
- 5.2. You use the site at your own risk.
- 5.3. Rochester publishes information on its sites as a convenience to its visitors for information purposes only.
- 5.4. Rochester provides the site "as is" and "as available" and to the extent permissible by law disclaims warranties including but not limited to warranty of title, merchantability, non-infringement, fitness for a particular purpose and that the sites are free from defects, uninterrupted and error free.
- 5.5. While Rochester attempts to provide accurate and timely information, Rochester cannot guarantee this. Rochester may correct and change the site if required.
- 5.6. The Rochester goods and services described on the site may not be available in all regions. Although Rochester has made every effort to display the goods and their colours as accurately as possible, the displayed products and colours of the products will also depend upon your equipment and Rochester cannot guarantee that your equipment will display an accurate representation of the actual goods or their colours.
- 5.7. Where pricing on the site differs from the actual in-store pricing, the applicable price will be the lesser of the two prices, unless the lesser price is made in error and we have taken reasonable steps to rectify the error.
- 5.8. Rochester will not be liable for any other site provided by any third party.

6. IMAGE DISCLAIMER

- 6.1. Where products are displayed with compatible devices, these devices will not be included as part of the sales price unless specifically identified as part of a product bundle. In all other cases images are shown to display products within a lifestyle setting and do not include part of a sales proposal including any said devices or lifestyle additions. This clause is subject to applicable law.

7. INDEMNITY

- 7.1. Subject to applicable law, you agree to indemnify, defend, and hold Rochester harmless against any claim, or liability (including attorney's fees) arising out of your use of the site.

8. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 8.1. All materials published on Rochester site is protected by copyright and owned or controlled by Rochester or the party accredited as the producer of the content, software or other material. Nothing in these terms and conditions of use shall be construed as conferring by implication or otherwise, any license or right under this copyright, patent, trade mark, database right or other intellectual property or proprietary interest of Rochester or any third party. All logos, names and trademarks, which appear on the sites are the intellectual property of Rochester or are used by Rochester under license. Rochester will prosecute any violation of intellectual property rights to the fullest extent that the law permits. Reproduction of part or all of the contents in any form is prohibited other than strictly for individual use.

9. CONFIDENTIALITY

- 9.1. If you respond to Rochester via e-mail, surveys, forums, registration, or any other communication medium with any information, including but not limited to feedback, data, questions, comments or suggestions, but excluding your personal data, the information will not be deemed confidential. Rochester will not have any obligation to keep such information confidential and will be free to reproduce, use, disclose and distribute the information to others without limitation. Rochester will also be able to use any ideas, concepts, know-how or techniques contained in the information for any purpose, including but not limited to developing, manufacturing and marketing products, which incorporate or otherwise rely on the information. You consent to the aforesaid use of such information. By submitting information, you agree that Rochester may publish the information, use it as part of its operations, and incorporate its concepts in Rochester goods or for any other purposes, which Rochester considers necessary, without liability. Rochester will deal with your personal information in terms of the privacy policy.

10. TERMINATION

- 10.1.1. Rochester may immediately terminate use of and access to the site if you breach the terms. This will be without prejudice to any other remedies and rights that we may have in terms of the law, including but not limited to claims for specific performance and damages.

11. CONSUMER DUTIES

- 11.1.1. You must ensure that the goods are fit for the purpose for which you want to buy it before you take delivery of the goods. You must ensure before delivery, that the goods listed on the till slip correspond in description, price and quantity with the goods purchased. You must adhere to the user/manufacture's instructions. You must keep proof of any repairs conducted and proof of purchase on all returned goods.

12. PRIVACY POLICY

Rochester respects your privacy and will handle your personal information with care. The privacy policy forms part of the website terms and sets forth the way Rochester will collect, use, process, secure, retain and disclose your personal information. By visiting, accessing or using the website you agree to the terms, which include this privacy policy. In order to use certain services you may be required to provide your personal information. Rochester reserves the right to amend the privacy policy from time to time. Rochester will post the revised policy on the website. Each time you visit, access or use the website, you agree to the privacy policy posted on the website at the time.

Rochester will take all reasonable steps to use and disclose your personal information only in terms of this policy.

13. DEFINITIONS

Words defined in the website terms of use will have the same meaning in the privacy policy. In the privacy policy:

- 13.1.1. "direct marketing" means any direct communication between Rochester and you for the purpose of goods and service information, marketing goods or services, customer profile building and personal customer care;
- 13.1.2. "information" means any information, including personal information that you provide to Rochester;
- 13.1.3. "interactive sections" means all sections of the website which allow you to communicate via the website with other visitors of the website or with Rochester, including but not limited to forums, clubs and e-mails;
- 13.1.4. "personal information" means any information by which you can be personally identified, and includes, without limitation, your name, surname, address, (mobile) telephone number, e-mail, address, age, birth date, gender, profession, product data and details, product preference, product satisfaction, language;
- 13.1.5. "we" or "us" means "Rochester" a brand of Pepkor Trading (PTY) LTD part of the Steinhoff Group, trading under the registration number 1963/002315/07.
- 13.1.6. "website" means www.rochester.co.za;
- 13.1.7. "social media" means any social media platform, including, but not limited to Facebook, Twitter, YouTube and Pinterest.
- 13.1.8. "you" or "user" means any person who accesses or uses the website.

- Active collection of personal information
- 13.2.1 The website actively collects personal information from users by asking users specific questions and by allowing users to communicate directly with Rochester through interactive sections of the website.
 - 13.2.2 When you register for any service or benefit or if you register to participate in a particular activity (like a competition or other promotion), we may require that you provide personal information to us.
 - 13.2.3 In these situations, Rochester will ask the user for particular information, and inform the user at each information point what information is mandatory and what information is optional.

- **Passive collection of personal information**
- 13.3.1** Rochester passively collects (i.e. without the user actively providing information) personal information from your browser, including an IP address, cookie information, and the page requested.
- 13.3.2** A cookie is an alphanumeric identifier which Rochester computer system transfers to your hard drive through your web browser when you visit the website. It enables our system to recognize you when you visit the website again and to improve our service to you.
- 13.3.3** It also enables us to diagnose problems with our server, to report and aggregate information, to determine the fastest route for your computer to use in connecting with the website, and how to better administer and improve the website. It also enables us to compile aggregate information about your website access and use.
- 13.3.4** We can use this information to enhance the content of the website and to make it more user-friendly.
- 13.3.5** Please note that you may disable the use of cookies by configuring your browser accordingly.
- 13.3.6** Consent to collection, use and storage of user's personal information
- 13.3.7** You agree that Rochester may collect, use and store your personal information to:
1. Establish and verify your identity;
 2. Maintain and update Rochester customer, or potential customer databases;
 3. Greet you when you access the website;
 4. Send you direct marketing material from which you will be able to opt out or unsubscribe;
 5. Provide you with value added services like specialized services and knowledgeable staff, free advice, technical call centre, peace of mind supplier backed warranties as well as special corporate deals;
 6. Send you messages about the website, your account, the goods and services we offer.
 7. Communicate with you in general;
 8. Customize the website to users' preferences;
 9. Inform you of facts relating to your website access and use;
 10. Improve the content of the website or any of our services, installation, guarantee, extended warranties, customer care and product reviews;
 11. Inform you about Rochester goods and services, including information particularly aimed at a specific user;
 12. Inform you about competitions, promotions and special offers from Rochester;
 13. Do marketing and product research for Rochester;
 14. Provide you with targeted advertising when you access the website;
 15. Disclosure of users' personal information
 16. Rochester will not sell or distribute personal information or share or disclose personal information except as provided for in this policy.
 17. You agree that Rochester may disclose your personal information to:
Rochester affiliates;
Employees or third parties contracted or employed by Rochester to provide services to Rochester, including for example, website hosting and development, technical support, financial services like credit or other payment processing, delivery services, and other support services. These companies require access to users' personal information to perform their functions and not for any other purposes and Rochester will take all reasonable steps to enter into confidentiality and non-disclosure agreements with the relevant service providers.
 18. Any third party to investigate or resolve complaints, including abuse complaints;
 19. Any third party who acquires all, or substantially all, of the assets or shares in Rochester, any of Rochester affiliates, and/or the Rochester website, whether by sale, merger, acquisition or otherwise;
 20. Governmental agencies, exchanges and other regulatory or self-regulatory bodies if Rochester is required to do so by law or if Rochester believes that this is necessary to:
 21. Comply with the law or with any legal process;
 22. Protect and defend the rights, property of safety of Rochester, its affiliates or their customers

23. Prevent or deal with fraud or the abuse, misuse or unauthorized use of the website;
24. Protect the rights, property or safety of members of the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, Rochester will proactively disclose this information to the appropriate regulatory bodies and to commercial entities).
25. You agree that Rochester may use your personal information to compile profiles for statistical purposes and may trade with these profiles and statistical data, provided that the third party will not be able to link the profiles or statistical data to the user.
26. Rochester will take reasonable steps to correct or update such information as soon as possible.
27. Where a user requires Rochester to delete information from the live database, the user agrees that the information may still be retained in backups or archives.

- **Monitoring**

13.4. Rochester may monitor, intercept, read, block, or delete communication over its information systems.

- **Security**

13.5. Rochester takes reasonable steps to put in place and maintain electronic procedures and systems with reference to accepted technological standards to secure all information under its control.

- **User names and passwords**

13.6. You acknowledge that Internet communications and transactions are not 100% secure or error free.

13.6.1. Moreover, where the user provides particularly sensitive personal information like passwords, ID numbers, or other special access features on this site it is the users' responsibility to maintain the confidentiality of it and to safeguard them.

- **Children**

13.7. The website is not targeted at children under the age of thirteen and Rochester will not knowingly collect information from users in this age group.

13.7.1. We encourage parents to talk to their children about the use of the Internet and information they disclose to websites.

- **Unauthorized use**

13.8. Unauthorized use of information systems may be a violation of the law, including the Electronic Communications and transactions act 25 of 2002 and the agreement between you and Rochester. A violation may result in civil and criminal penalties.

- **Resolution of Disputes**

13.9. If a dispute between Rochester and a user concerning the interpretation or application of this privacy policy remains unresolved, and the user wants to pursue the dispute, the user must refer to the dispute to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.

13.9.1. The arbitration proceedings must be conducted in Johannesburg in English.

13.9.2[CS1]. The arbitration ruling will be final and the unsuccessful party will pay the costs of the successful party on an attorney and own client sale.

CREDIT TERMS AND CONDITIONS

Monthly instalment and total credit price shown include interest as shown, Basic insurance, Initiation fee, Service Fee and VAT. Delivery charges, deposit, Comprehensive insurance and extended warranties are excluded. Credit and "No deposit" remain subject to credit approval, an affordability assessment as required by the National Credit Act and a debit order where relevant. INTEREST RATE, DEPOSIT, INSTALMENT AND CREDIT PRICE MAY VARY BY CREDIT PROFILE AND TERM LOAN. Minimum Application Requirements: ID Book, latest payslip, 3 months bank statements, monthly expense details and a copy of your Credit Life Insurance (if you have your own policy) is required when taking up a personal loan. If you do not have your own Credit Life insurance, you will be required to take out a policy with us before the loan amount can be approved. JD Financial Services, A division of Pepkor Trading (Pty) Ltd, An authorized Financial Services Provider (FSP 3247) is duly authorized to act on behalf of Century Capital (Pty) Ltd, A registered Credit Provider (NCRCP 74.)t/a Rochester. Abacus life Ltd and Abacus Insurance Ltd.

14. LAYBY TERMS AND CONDITIONS

In this agreement, unless the context indicates differently:-

- 14.1.1. "Agreement" means these terms and conditions, including the Schedule and all written notices that the supplier has given to the consumer;
- 14.1.2. "business day" means any day except for a Saturday, Sunday or South African public holiday;
- 14.1.3. "consumer"/"you"/"your" means the person who has agreed to enter into this Agreement and whose details are recorded in the Schedule;
- 14.1.4. "Schedule(s)" means the Retail Lay-By Schedule attached to these terms and conditions which records the purchase price of the goods, the number of amounts to be deposited, the quantity of the amounts to be deposited, the dates on which the amounts need to be deposited and any other Schedules which may be attached hereto by agreement between the parties;
- 14.1.5. "supplier"/"we"/"us"/"our" means JDG Trading Pty (Ltd);
- 14.1.6. "VAT" means value-added tax chargeable under the Value-Added Tax Act 89 of 1991;
- 14.1.7. The headings of the various clauses in this agreement have been inserted purely for the purpose of convenience and they will not be used to interpret the Agreement.
- 14.1.8. Any reference to a gender includes the other genders; and
- 14.1.9. The singular includes the plural and vice versa (the other way around)

14.2. Introduction

- 14.2.1. You have agreed:
 - 14.2.1.1. To buy the goods set out in the Schedule on lay-by; and
 - 14.2.1.2. To pay for the goods by making regular deposits until payment of the full purchase price, as set out in the Schedule.
 - 14.2.1.3. You understand and agree that the goods will not be delivered to you and you will not become the owner thereof until you have paid the full purchase price for the goods. The goods will remain at our risk until you have accepted delivery of them.
 - 14.2.1.4. You have agreed:
 - 14.2.1.5. This agreement represents the entire Agreement between you and the supplier and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by you and a duly authorized representative of the supplier; and
 - 14.2.1.6. For purposes of this Agreement "signature" or "signed" does not include an electronic signature as contemplated in the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act")

14.3. Payment of deposit and installments

- 14.3.1. You understand and agree that:
 - 14.3.1.1. The purchase price of the goods include VAT at the current rate of tax; and

- 14.3.1.2. If, at any time before the full purchase price of the goods is paid by you the VAT rate is changed in relation to the supply of the goods, we will be entitled to recover the VAT increase from you prior to delivery of the goods.
- 14.3.1.3. The Agreement will commence upon signature of the Agreement and payment of the initial deposit set out in the schedule.
- 14.3.1.4. Thereafter, you must deposit the monthly amounts on or before the due dates until the final payment date. All amounts must be deposited at the address of the store, as detailed in the Schedule, or via direct deposit into the bank account of the store.
- 14.3.1.5. The deposits will be applied towards the settlement of the purchase price on the final payment date.
- 14.4. Termination of the agreement
- 14.4.1. If you terminate the Agreement before paying the full purchase price, or fail to complete the payment for the goods within 60 (sixty) business days after the final payment date, we:
1. May charge a termination penalty of 1% of the full purchase price of the goods. At your request, we will provide you with written details on how the penalty was calculated. We will not charge a termination penalty if sufficient proof is made available to us that your failure to complete payment was due to death or your hospitalization;
 2. After deducting the termination penalty (if any), will refund you any amounts paid by you under this Agreement;
 3. You understand and agree that if the agreement had been terminated for any reason and you wish to buy other or similar goods, you will be required to enter into a new agreement with us and the current price of the goods will then apply.
- 14.5. Delivery of the goods
- 14.5.1. We will make every reasonable effort to deliver the goods to you as soon as possible after we have received the full purchase price of the goods.
- 14.5.2. We cannot be responsible for failure to perform or to deliver or delays in performance or delivery due to circumstances beyond our control ("force majeure events"). We will not be liable to you for any loss arising from any failure or delay in performance providing the goods resulting from force majeure events. We will use reasonable endeavors to continue to perform in terms of this Agreement as soon as performance becomes possible. We may contact you to agree on alternative dates for delivery, but will not require you to accept delivery at an unreasonable time.
- 14.5.3. You understand and agree that the goods as set out in the schedule are identified and described by style, make, model, kind, design or category ("Type"). This does not mean that specific goods are set aside for the duration of the lay-by agreement, but that we will deliver that Type to you after receipt of the full purchase price for the goods.
- 14.5.4. If, for reasons beyond our reasonable control, we are unable to deliver that Type to you, we will, at your option:
1. Supply you with an equivalent quantity of goods that are comparable or superior in description, design or quality; or
 2. Refund to you the amounts deposited with us for the goods, with interest in accordance with the Prescribed Rate of Interest Act 55 of 1975.
- 14.5.5. It is your responsibility to provide us with the correct delivery address prior to the delivery of the goods.
- 14.6. Transfer of rights
- 14.6.1. Unless our prior written consent has been obtained, you will not be entitled to cede, delegate, assign or transfer all or any part of your rights or obligations under this Agreement.
- 14.6.2. You hereby authorize us and agree that we may cede at any time any part or all of our rights under this Agreement or transfer any part or all of our rights or obligations (whether by way of delegation or assignment) under this Agreement to any third party. You further agree that it shall not be necessary for us to provide prior notification to you in the event of any such cession or transfer.

CONTACT DETAILS[CS2]

1. The following contact details are hereby disclosed:
2. JD Lay-By Customer Care..... 086 111 7775
3. National Consumer Commission..... 012 761 3000
4. Consumer Goods and Services Ombud.....0860 000 272

ADDRESSES FOR NOTICES AND LEGAL PROCESSES

1. You agree to accept any notice and legal processes under this Agreement at the address recorded in the Schedule. (This address is known in law as your domicilium citandi et executandi or domicile address).
2. We choose our domicile address where you must deliver all notices and legal processes, the following address: No 6 Eastern Service Road Eastgate Sandton.
3. If you want to change the address at which you agree to accept notices and legal processes, then you must send us a notice in writing by registered post. The notice must:
 - I. Inform us that you are changing your address; and
 - II. By hand, we will treat it as if you have received it on the date of delivery
4. When we treat a notice as if you have received it by a certain date, it means that we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date, then you will have to prove it.

14.7. Governing and Jurisdiction

14.7.1. This Agreement is in all respects governed by the laws of the Republic of South Africa.

14.7.2. You agree that the supplier may bring legal proceedings against you relating to this Agreement in any Magistrate[CS3]s Court that has jurisdiction, even if the amount of the claim may exceed the jurisdiction of that court. This does not prevent the supplier from bringing legal proceedings in a High Court that has jurisdiction.

14.8. General

14.8.1. We do not lose any of our rights under this Agreement if we do not insist immediately and in every instance on these rights. You may not use it as a defense if we had a right which we did not enforce at the relevant time.

14.8.2. If any term or condition of this Agreement becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition in this Agreement.

15. QUICK ON-LINE CREDIT APP TERMS AND CONDITIONS

16.1. General

16.1.2. Quick On-line Credit App is subject to your acceptance of the Ts and Cs set out herein. By clicking on the tick-box provided, you acknowledge that you have read and understand the use of website T'c & C's as well as Quick On-Line Credit App T's & C's and agree to be bound by them.

16.1.3. These T's & C's must be read together with our website terms of use, a copy of which can be found at www.rochester.co.za or may be requested from us by e-mail or calling our call centre.

16.2. Quick On-line Credit App process

16.2.1. By completing and submitting this Quick On-line Credit App, you:

- 16.2.2. Confirm that you have read and understood these terms and conditions, their meaning and that the Quick On-line Credit App is subject to a full credit application which includes an affordability assessment as required by the National Credit Act, as amended (“NCA”);
- 16.2.3. Confirm that you are the person whose details you have given to us as the applicant in the quick online credit app;
- 16.2.4. Confirm all information that you provide us is truthful, complete, accurate and correct. You must immediately notify us if any of your information changes;
- 16.2.5. Confirm you are capable and have the capacity to apply for credit and to enter into a credit agreement with us which includes that you are mentally sound, not under the influence of alcohol and drugs, above the age of 18 and obtained written consent from your spouse or civil partner (where applicable);
- 16.2.6. Consent to further processing of your personal information for purposes relating to the Quick On-line Credit App including any Credit Bureau and other agencies, as permitted by law;
- 16.2.7. Once you receive confirmation that you qualify for credit, confirmation of which you will receive by way of email and/or SMS you are required to visit any Rochester store, quote your ID number/Passport number and complete a full credit application. Minimum full credit application terms and conditions include:
- I. ID Book or Passport (for non- RSA nationals);
 - II. Latest pay slip[CS4];
 - III. 3 (three) months bank statements
 - IV. Monthly expense details and your household content insurance and/or Credit Life policy documents;
 - V. These requirements are dependent on your employment status and risk profile. INTEREST RATE, DEPOSIT, INSTALMENT AND CREDIT PRICE MAY VARY BY CREDIT PROFILE AND TERM LOAN
 - VI. The Quick On-line Credit App is subject to the verification of the identification of the applicant being above the age of 18, who is in possession of a valid identity document or passport.
 - VII. Your Quick On-line Credit App offer will only be valid for 7 (seven) days from Quick On-Line Credit App date.
- 16.3. Disclosures and consent
- 16.3.1. Pepkor Trading (Pty) Ltd is an authorized Financial Services Provider (FSP3247) duly authorized to act on behalf of Century Capital (Pty) Ltd, a registered Credit Provider (NCRCP 74) t/a Rochester, Abacus Life Ltd and Abacus Insurance Ltd.
- 16.3.2. You consent to and agree that Pepkor Trading (Pty) Ltd is to access any of your personal information required from any Credit Bureau and other agencies, as permitted by law, to:
- 16.3.3. Make enquiries to obtain or confirm your credit profile and repayment behavior;
- 16.4.4. To supply and/or submit any information about you or provided to us by you;
- 16.5.5. Seek, verify and receive information from any credit bureau or third party (with whom you have financial relations at any time) when assessing your quick online credit app or your creditworthiness;
- 16.6.6. To disclose the above information as required in law; and
- 16.7.7. To disclose the above information as required in law: and

- 16.8.8. To retain records of your personal and credit information in any database in accordance with the provisions of the NCA.
- 16.9.9. You acknowledge and understand that a credit bureau will provide us with credit profile information and possible a credit score reflecting your creditworthiness. We cannot be held responsible for any loss that you may suffer or damage that you may incur caused by any credit bureaus or agency.

16.4. Privacy & Information Security Policy

- 16.4.1. You agree to keep your information safe and to not disclose it to any unauthorized third party. You further agree that we cannot be held liable for any damages or loss sustained by you as a result such information becoming known to third parties, whether through your actions or through fraud, malware or phishing.
- 16.4.2. We reserve the right to suspend any account that we believe may have been compromised accordingly.
- 16.4.3. You must notify us immediately if you believe that your information has been processed without your permission. You can contact us on our call centre number or e-mail us as per details below.

16.5. Law

- 16.5.1. This Quick On-Line Credit App is governed by the laws of the Republic of South Africa, irrespective of whether or not you are South African or are accessing our website outside of the Republic of South Africa.
- 16.5.2. In terms of the Electronic Communications and Transactions Act of 2002, as amended, ("ECTA") these terms and conditions are binding and legally enforceable against you. We do not sell any products via this Quick On-Line Credit App and accordingly, the provisions of ECTA relating to electronic transactions in this regard do not apply in respect of the Quick On-line Credit App.
- 16.5.3. You have the right to resolve any dispute that may arise between us by way of alternative dispute resolution, or to file a complaint with the National Credit Regulator, or to make an application to the Tribunal as per the details below.
- 16.5.4. Subject to the provisions of the NCA, we may, from time to time, update or change these terms and conditions. We recommend that you read these terms and conditions every time you access and use our website.
- 16.5.5. No indulgence or extension of time which either you or us may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.
- 16.5.6. We shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions without notice to you.
- 16.5.7. All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, only to the extent that it is so unenforceable, be treated as not having been written and the remaining provisions of these terms and conditions shall remain in full force and effect.

CONTACT DETAILS

The following contact details are hereby disclosed:

Customer Care: 010 211 1120 or query@jdg.co.za

Credit Ombudsman:086 166 2837

National Credit Regulator: 086 062 7627

Credit Bureau:.....086 112 8364

General

The above terms and conditions as well as the products and/or service specific terms and conditions govern the sale of goods and/or the provision of services for purchases made from Rochester. Any additional terms and conditions are subject to the company policies and procedures (available on request) as well as the law. Any queries may be addressed to the Customer Care Line 0860 100 1000, or please ask for the Manager. Please visit our website at www.rochester.co.za. Access to the services, content and downloads available from Rochester sites may be classified as “electronic transactions” as defined in terms of the Electronic Communications Act, Act No. 25 of 2002 (ECT Act)

16. PROMOTIONAL OFFER

- 16.1.1. These are the standard terms and conditions for promotional offers conducted or promoted by or in association with Rochester. Each promotional offer conducted or promoted is subject to these terms and conditions and the rules, promotional material or adverts (“rules”) pertaining to the specific promotional offer.
- 16.1.2. Your-:
1. Participation in the promotional offer; and or/
 2. Fulfillment of the conditions pertaining to a promotional offer; constitutes your binding acceptance of these terms and conditions on behalf of yourself and any other person with whom you may share a prize, reward, gift, free goods or services, price reduction or concession, enhancement of quantity or quality of goods or services or other discounted or free thing being offered (“prize”), in the event that you obtain a prize which is for you and one or more additional persons (“your partner”)
- 16.1.3. The promotional offer is not open to-:
1. Directors, members, partners, agents, employees, consultants of Rochester and/or any affiliated companies, agencies, associates, partner and or/any suppliers of goods or services in connection with a competition; and;
 2. The spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 17.1.3 (1) above.
- 16.1.4. Entrance criteria or conditions are set out in the rules of each promotional offer.
- 16.1.5. The judges' decision is final and no further correspondence will be entered into.
- 16.1.6. Rochester and its affiliates are not responsible for any entries which are not received by Rochester, its affiliates and promoters, whether timeously or at all, regardless of the cause thereof. Without limitation, Rochester or its affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or the internet, telephone lines or

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

- 16.1.7. 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.
- 16.1.8. 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.
- 16.1.9. 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.
- 16.1.10. Prizes are not transferable and may not be deferred, changed or exchanged for any other item.
- 16.1.11. 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.
- 16.1.12. 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.
- 16.1.13. 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.
- 16.1.14. 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.
- 16.1.15. 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.
- 16.1.16. 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.
- 16.1.17. These terms and conditions will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
- 16.1.18. 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

- 17.1.1. 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.
- 17.1.2. 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:

- 17.1.3. 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);
- 17.1.4. 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
- 17.1.5. 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).
- 17.1.6. 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.

18. 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:

- 18.1.1. A television license is valid only at the permanent address reflected on the license.
- 18.1.2. 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.
- 18.1.3. 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)
- 18.1.4. When renewing a television license, a person is required to present an existing license, a copy thereof, or a renewal notice.
- 18.1.5. A license holder must notify the SABC in writing, of a change of address within 30 days.
- 18.1.6. 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.
- 18.1.7. 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.
- 18.1.8. 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.
- 18.1.9. "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.

18.1.10. 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.**