

# De Agostini South Africa Web Site Terms

This page (together with the documents referred to on it) tells you the terms and conditions of use (“**Terms**”) on which you may make use of our website [www.deagostini.co.za](http://www.deagostini.co.za) (the “**Website**”). Please read these Terms carefully before you start to use the Website. By using our Website, you indicate that you accept these Terms, our [acceptable use policy](#) (“**Acceptable Use Policy**”) and our [privacy policy](#) (“**Privacy Policy**”) and that you agree to abide by them. If you do not agree, please refrain from using our Website.

The use of this Website and these Terms are governed by South African law and by using this Website you irrevocably and unconditionally consent to the non-exclusive jurisdiction of the North Gauteng High Court, Pretoria.

## 1. Information about us

1.1 The following information is disclosed by us in terms of the provisions of section 43 of the Electronic Communications and Transactions Act, 2002 (“**the Act**”):

1.1.1 Full name and legal status: De Agostini UK Limited (Company No. 966900), a company with limited liability duly incorporated in terms of the laws of England and Wales;

1.1.2 Physical address: Griffin House, 161 Hammersmith Road, London W6 8SD, United Kingdom of Great Britain

1.1.3 Telephone number: +44 20 8600 2000;

1.1.4 Website address: [www.deagostini.co.za](http://www.deagostini.co.za);

1.1.5 E-mail address: [service@jacklin.co.za](mailto:service@jacklin.co.za);

1.1.6 Membership and contact details of self regulatory or accreditation body subscribed to: Publishers Licensing Society ([www.pls.org.uk](http://www.pls.org.uk));

1.1.7 Code of Conduct we subscribe to and manner in which you may access it electronically: Guidelines issued by the Local Authorities Co-ordinating Body on Regulatory Services (available via [www.tradingstandards.gov.uk](http://www.tradingstandards.gov.uk))

1.1.8 Place of registration: England, U.K.

1.1.9 Names of office bearers: Mr. Vince Murray & Mr Adrian O’Connell

1.1.10 Physical address where we will receive legal service of documents: Griffin House, 161 Hammersmith Road, London W6 8SD, United Kingdom of Great Britain

- 1.1.11 Main description of the products sold: Multimedia consumer publishing
- 1.1.12 Full purchase price of products, including transport costs, taxes and any other fees or costs: See clause 6 of these Terms;
- 1.1.13 Manner of payment: See clause 6.4 of these Terms;
- 1.1.14 Terms applicable: The applicable terms shall be these Terms;
- 1.1.15 Time within which products will be delivered: See clause 4 of these Terms;
- 1.1.16 Manner and period within which a full record of the transaction can be assessed and maintained: See clause 3.2 of these Terms;
- 1.1.17 Return, exchange and refund policy: See clause 5 of these Terms;
- 1.1.18 Dispute resolution code subscribed to by us and how you may access it: Not applicable;
- 1.1.19 Our security procedures and privacy policy: Refer to our Privacy Policy.
- 1.1.20 Your rights in terms of Section 44 of the Act: See clause 5 of these Terms.

1.2 If you want to contact us, you can do so by consulting our [Knowledge Base page](#) which is found in the 'Contact Us' link at the footer of every page (**"Knowledge Base"**): You will find the following contact details in the Knowledge Base: Address, Telephone Number and E-mail Address.

## **2. Access and Use of the Website**

2.1 We grant you a limited, revocable and non-exclusive licence to access and make personal use of this Website. Any use of the materials and information on the Website other than for private, non-commercial viewing purposes is strictly prohibited. You are responsible for making all arrangements necessary for you to have access to our Website and you should carry out your own due diligence as regards any representations and/or recommendations we or others make on our Website.

2.2 When using particular services or competitions available on the Website, you may be subject to any rules applicable to such services which may be posted on the Website from time to time and, to the extent that there may be a conflict between these Terms and such rules, the rules take precedence over these Terms. If you do not agree with these Terms and/or any additional rules for specific services and/or are not authorised to do so, you should not continue to access and use the Website or related services or competitions.

2.3 We reserve the right to prevent and/or suspend your access to the Website where we, in our sole and absolute discretion, reasonably consider that you are in breach of these Terms or any applicable law or regulation. Access to this Website may also be subject to interruptions from time to time in order for maintenance and/or repair work to be carried out. We will not be liable for, and we are hereby indemnified against any

losses, claims, damages and expenses arising from the unavailability of the Website at any time and for any period of time.

2.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party and you should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. You agree to accept responsibility for all activities that occur under your account or password. We shall not be liable for, and are hereby indemnified against, any losses, claims, damages and expenses that may arise as a result of the unauthorised use of your password. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

### **3. Your Order**

3.1 Only persons aged 18 years and over, who are legally entitled to do so are permitted to place orders on the Website. Therefore, by placing an order, you warrant that (i) you are legally capable of entering into binding contracts; (ii) you are at least 18 years old and (iii) you agree to be bound by these Terms.

3.2 During the order process, you will have the opportunity to check and if necessary correct the contents of your order and all the information you have given. Subject to Paragraph 5.1 below, your order will only be accepted when you receive an order confirmation email.

3.3 The products offered on the Website are only on sale for the period in which the offer is online and while stocks last. If a product is not available, we undertake to inform you at the time of ordering or as soon as possible thereafter by letter, e-mail or telephone.

3.4 We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate. Please click here to access our [Privacy Policy](#).

3.5 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction

### **4. Delivery**

4.1 Unless otherwise agreed, your order will be delivered to you within approximately 28 days from the date your order has been confirmed. The delivery address to which your order shall be sent will be the address provided by you during the ordering process.

4.2 The products will be at your risk from the time of delivery. Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges as applicable.

## **5. Cancellation and Returns**

5.1 You may cancel your order at any time within 7 working days of receiving the first delivery from us with any seals and shrink-wrap intact using the contact details in the Knowledge Base. In respect of products ordered, as long as you return the applicable products to us, you will have any monies already paid refunded. In addition, for example, any DVDs, computer games, CDs or like products should remain sealed. This does not affect your statutory rights.

5.2 You may cancel your order at any time after 7 working days of receiving the first delivery from us with any seals and shrink-wrap intact using the contact details in the Knowledge Base, provided that this clause 5.2 shall not apply where the ordered products are already in the process of being delivered to you. In addition, any DVDs, computer games, CDs or like products should remain sealed. This does not affect your statutory rights.

5.3 In the event that you wish at any time to return any product(s) you have ordered or received from us, you may return them, at your own cost, to the address indicated at the Knowledge Base. Any DVDs, computer games or CDs should remain sealed.

## **6. Prices**

6.1 The price of any products will be as quoted on the Website from time to time, except in cases of obvious error. Prices are given in South African Rands and include value added tax and like taxes if applicable and include delivery costs. We may, at our sole and absolute discretion, modify prices during the course of collections according to economic circumstances but such changes will not affect orders in respect of which we have already sent you an order confirmation email.

6.2 Our Website contains a large number of products and it is always possible that despite our best efforts, some of the products listed on our Website may be incorrectly priced. If a product's correct price is higher than the price stated on our Website, we will normally, at our sole and absolute discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection.

6.3 We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an order confirmation email if the pricing error is, in our sole and absolute discretion, obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

6.4 Payments for subscriptions can be made via the Website. Unless otherwise specified in the offer concerned, you only pay after you receive your order. Payments for back issues or any other product will be taken on or around the date your order is processed. Payments may be made by credit card, debit card or by direct debit via the

Website. Payments by cheque cannot be accepted via the Website. Please consult the Knowledge Base to find the contact number for your product.

## **7. Intellectual property and related rights**

7.1 You agree that the Website and all its component parts, including but not limited to its contents, photos, text, presentations, names, titles, brands, drawings, models and the associated software are protected by intellectual property rights and related rights and are the property of De Agostini and/or its licensors. Accordingly, any use, reproduction, representation or distribution in part or in full of these items, other than reproductions with no amendments or alterations made for personal and private copying purposes only, is strictly prohibited. You must not use any part of the materials on the Website for commercial purposes without first obtaining a written express licence from us to do so.

7.2 If you print off, copy or download any part of our site in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8. Our Liability**

8.1 We warrant to you that any product purchased from us through the Website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

8.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the product you purchased.

8.3 This paragraph 8 does not include or limit in any way our liability for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.4 In respect of any experiences purchased on our Website, we take every care in choosing our suppliers but we cannot guarantee the safety standards or satisfactory performance of any supplier. Therefore, we shall not be liable for, and are hereby indemnified against any losses, claims, damages and expenses arising from the purchase of any experience from our Website.

8.5 We shall not be responsible or liable for, and are hereby indemnified against any indirect or consequential losses including but not limited to: (i) loss of income or revenue (ii) loss of business (iii) loss of profits or contracts (iv) loss of anticipated savings (v) loss of data or (vi) waste of management or office time however arising and whether caused by delict (including negligence), breach of contract or otherwise; (vii) any loss, claims, damages and expenses arising out of your use of the Website.

8.6 This Website and all information, content, materials and services included on or otherwise made available to you through this Website are provided by us on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials or services included on or otherwise made available to you through this

Website. By using this Website, you expressly agree that your use of this Website is at your sole risk.

8.7 We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

## **9. Reliance on Information Posted**

9.1 Advice, information and/or commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed and are for guidance purposes only. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website or by anyone who may be informed of any of its contents.

## **10. Uploading Information to our Website**

10.1 Whenever you make use of a feature that allows you to upload material to our Website, or to make contact with other users of our Website, you must comply with the content standards set out in these Terms and our [Acceptable Use Policy](#). You warrant that any such contribution does comply with those standards and you indemnify us for any breach of that warranty.

10.2 Any material you upload to our Website will be considered non-confidential and non-proprietary and you hereby grant us a non-exclusive, royalty free, sub-licensable licence and right to use, copy, adapt, distribute and disclose to third parties any such material for any purpose in any form throughout the world in perpetuity. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, right to privacy and/or right not to be defamed. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to us including the execution of deeds and documents at our request.

10.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website and we have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our [Acceptable Use Policy](#).

10.4 You represent and warrant that you own or otherwise control all of the rights to the content that you post and/or upload. Furthermore that, at the date that the content is submitted to the Website: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Term and will not cause injury to or defame any person or entity. You agree to indemnify us and our affiliates for all claims brought by a third party against us or our affiliates arising out of or in connection with a breach of any of this warranty.

## **11. Links to and from our Website**

11.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and we do not control and we are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them or any material found there or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk. Any transaction which you undertake with a third party website is between you and such third party website and is subject to the terms and conditions of that third party website of which they should advise you of directly. You should carefully review their terms and conditions applying to the transaction.

11.2 If you would like to link to this Website, you are granted a limited, revocable and non-exclusive right to do so solely on the basis that you link to, but do not replicate the home page of this Website, and you agree to comply with the content standards set out in our [Acceptable Use Policy](#).

11.3 We expressly reserve the right to revoke the right granted in paragraph 11.2 in the event of breach of these Terms and to take any action we deem appropriate. You warrant that you shall comply with paragraph 11.2 and you hereby indemnify us for any breach of that warranty.

## **12. Information about You and Your Visits to our Website**

12.1 We process information about you in accordance with our [Privacy Policy](#). By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

## **13. Viruses, Hacking and Other Offences**

13.1 You must not use the Website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

13.2 We will report any breach of clause 13.1 above to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

13.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

13.4 You must not use the Website as part of any unlawful activity or to cause any one annoyance, inconvenience or needless anxiety.

13.5 We do not warrant that this Website; information, content, materials, products (including software) or services included on or otherwise made available to you through this Website; their servers; or e-mail sent from us are free of viruses or other harmful components.

#### **14. Written Communications**

Applicable laws may require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be in writing and/or electronic. For contractual purposes, you acknowledge that any contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### **15. Trademarks**

DE AGOSTINI and other marks indicated on our Website are our or our subsidiaries' trademarks or registered trademarks (collectively "De Agostini") in the European Union and/or other jurisdictions. www.deagostini.co.za graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of De Agostini. De Agostini's trademarks and trade dress may not be used in connection with any product or service that is not De Agostini's or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits De Agostini. All other trademarks not owned by De Agostini that appear on the Website are the property of their respective owners who may or may not be affiliated with, connected to, or sponsored by us.

#### **16. General**

16.1 If we fail at any time to insist upon strict performance of any of your obligations under these Terms or any other contract, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.2 We reserve the right to amend or delete any part of the Website and/or these Terms at any time and without notice. Therefore, we recommend that you review these Terms on a regular basis to ensure that you are kept up-to-date with any such changes.

16.3 For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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