

Forwardzone Sports Agency (Proprietary) Limited ("Forwardzone") provides the information contained on the [www.forwardzone.com](http://www.forwardzone.com) website ("this website") to those who access and use this website on these terms and conditions set out herein ("these terms").

1 Acceptance of these terms

Please read these terms carefully. By accessing this website, you are deemed to have read, understood and agreed to these terms. Forwardzone reserves the right, at any time and in its discretion (without having to give you notice or to provide you with reasons), to amend these terms from time to time, in which case such amended terms will supersede and replace any previous terms with effect from the date on which such amended terms are posted on this website and you will be deemed to have read, understood and agreed to the amended terms.

2 Purpose and content of this website

Forwardzone uses this website to provide you with information regarding its business and that of its clients and various other sporting/events-related information.

This website is not interactive and is not used to facilitate the electronic sale or lease goods. Forwardzone reserve the right, at any time and in its discretion, to add to, improve, correct or discontinue any aspect or feature of this website and to deny access to this website.

3 Consumer protection information

Please note the following information about Forwardzone -

3.1 Forwardzone is a private company registered in accordance with the laws of the Republic of South Africa (registration number 1999/003567/07)

3.2 Forwardzone's physical and postal addresses, contact telephone numbers and e-mail address are listed on [www.forwardzone.com](http://www.forwardzone.com)

3.3 Forwardzone's physical address and facsimile number for receipt of legal service of documents are the following –

Physical address: 3 rd Floor, 6A Sandown Valley Crescent, Sandown;

Facsimile number: (011) 722 7385;

For the attention of: The Managing Director.

3.4 No legal service shall be validly affected by e-mail. Forwardzone shall be entitled, from time to time, to vary its physical address for service to any other physical address within the Republic of South Africa, and to vary its facsimile address for service to any other facsimile number.

3.5 Any personal information collected by Forwardzone from time to time as a result of your use of this website is protected, used and disclosed in the manner provided for in our Privacy Policy. By providing us with your personal information when using this website, you give your informed and express consent to Forwardzone processing your personal information in the manner set out in the Privacy Policy.

#### 4 Copyright and intellectual property rights

4.1 Copyright and all intellectual property rights in and to this website domain name and all trademarks, trade names, logos, service marks, materials, texts, drawings, information and data made available on this website, whether registered or not (collectively "Protected IP"), are owned by Forwardzone, alternatively it is the lawful user thereof.

4.2 Both South African and international intellectual property laws protect all Protected IP. Nothing contained on this website or in these terms should be construed as granting you any licence or right to use the Protected IP without the prior written permission of Forwardzone.

4.3 Accordingly, by accessing this website and/or using any of the information made available on this website, you agree that the Protected IP is provided solely for your private and individual consideration, and that you will not, without the prior written consent of Forwardzone, copy, reproduce, transmit, distribute, sell, publish or in any other way disseminate or unlawfully use the Protected IP. Your failure to comply with these terms may result in criminal and civil action being instituted against you.

## 5 External links

Hypertext links to external websites may be provided on the website for your convenience ("external websites"). External websites are, however, beyond the control of Forwardzone. Use or reliance on any external link is at your own risk and you are advised, when visiting external websites, to refer to such sites' terms and conditions of use. No hypertext links of whatever nature shall be created to this website from any other website, without the appropriate consent of Forwardzone.

## 6 Warranties

6.1 By accessing this website, you warrant in favour of Forwardzone that you are legally entitled to do so, and that you will not use this website or any of the information contained on or accessible via the website for any purpose that is unlawful or contrary to these terms. This website is directed primarily at users in the Republic of South Africa. If you access this website from jurisdictions outside of South Africa, you warrant in favour of Forwardzone that you have informed yourself of and will comply with all laws that may regulate your use of this website and the information in your jurisdiction.

6.2 Forwardzone has taken all reasonable care in the preparation of the content of this website, but makes no representations and gives no guarantees or warranties of any kind, express or implied, as to the operation of this website, the information, content or materials presented on this website ("information") and/or downloads available from this website ("downloads"). To the fullest extent permitted by applicable law, and without derogating from the foregoing, Forwardzone -

6.2.1 disclaims all representations and warranties, express or implied, as to the accuracy, completeness and/or currency of the information and downloads;

6.2.2 does not warrant or guarantee the error free use and/or availability of this website, the information and downloads;

6.2.3 makes no representation that all information relating to Forwardzone, its business and/or the business of its clients has been posted on this website and Forwardzone undertakes no obligation to update any of the information contained on this website;

- 6.2.4 undertakes no responsibility for the content or accuracy of any press articles or other third party publications that may appear on this website from time to time;
- 6.2.5 disclaims all representations and warranties, express or implied, as to the merchantability and fitness for a particular purpose of any products or services described on this website from time to time;
- 6.2.6 does not warrant or guarantee that this website, its servers, any downloads and/or electronic communications which may be sent by Forwardzone or its service providers to you from time to time, are free of viruses or other harmful or destructive code; and
- 6.2.7 disclaims all representations and warranties, express or implied, that any information available on this website is appropriate for use, or available to users, in any jurisdictions outside the Republic of South Africa.

## 7 Limitation of liability

- 7.1 This website is provided by Forwardzone on an "as is" and "as available" basis. The information contained on this website is not intended and should not be construed as any type of advice. By using this website, you expressly agree that such use is at your own risk, and that you remain solely responsible for the legality and soundness of any decision you make or action you take as a result of your use of this website and the information and downloads provided through this website.
- 7.2 Without prejudice to any of the rights of Forwardzone at law or under these terms, you will have no claim against Forwardzone, its affiliates and/or subsidiaries, or their directors or employees, agents or representatives, and hereby waive whatever claims you may have, for any loss or damages of whatever nature (including without limitation, direct, indirect, incidental, punitive or consequential damages, lost income, revenue or profits, lost or damaged data, or other commercial or economic loss) which may arise from your use of, or reliance on, or inability to use, this website and any of the information or downloads available through this website. Without derogating from the foregoing, you will have no claim against Forwardzone

its affiliates and/or subsidiaries, or their directors or employees, agents or representatives and hereby waive whatever claims you may have, for any expense, loss or damage that you may suffer or sustain as a result of or arising from -

- 7.2.1 any errors, omissions or corruption of the information and/or downloads;
  - 7.2.2 any unavailability of this website or services for whatever reason including the failure or delay by any third party service provider to render any service necessary to ensure the availability of this website;
  - 7.2.3 any virus or other destructive code that attaches itself to and infects, corrupts or destroys other programs or systems; and/or
  - 7.2.4 any interception or disclosure of any information by third parties.
- 7.3 To the extent that the applicable law does not allow these limitations and exclusions of liability or damages, you agree that in no event shall Forwardzone's aggregate total liability to you for all damages, losses and causes of action of any nature exceed the amount, if any, which you have paid Forwardzone for goods, products or services purchased from this website during the twelve month period preceding the occurrence of such damage or loss.
- 7.4 Unless otherwise specified in the terms, this website is directed primarily at users in the Republic of South Africa. Forwardzone makes no representation that any goods, products or services referred to on this website are appropriate for use, or available to users, in other jurisdictions. If you access this website from locations outside of South Africa, you are responsible for compliance with any applicable laws in that jurisdiction and all laws that govern cross-border transactions.
- 7.5 The disclaimers and exclusions of liability contained herein shall be exclusively governed and construed in accordance with the laws of the Republic of South Africa, without giving effect to any conflict of law principles. If any provision herein is held to be unlawful, void or for any reason unenforceable then the provision shall be

deemed severable from the provisions of these terms and shall not affect the validity or enforceability thereof.

## 8 General

- 8.1 These terms (which incorporate the privacy policy) constitute the sole record of the agreement between you and Forwardzone in relation to the subject matter hereof. Neither you nor Forwardzone shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Forwardzone in respect of the subject matter hereof. No indulgence or extension of time which either you or Forwardzone 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.
- 8.2 Forwardzone shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms.
- 8.3 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 in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of these terms and conditions shall remain in full force and effect.
- 8.4 These terms shall be exclusively governed by and construed in accordance with the laws of the Republic of South Africa, without giving effect to any conflict of law principles. You hereby consent to the non-exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa in respect of any disputes arising in connection with these terms.

## PRIVACY POLICY

### 9 Privacy Policy

Forwardzone Sports Agency (Proprietary) Limited ("Forwardzone") respects your constitutional rights to privacy and data protection. Accordingly, Forwardzone believes in protecting the personal information it collects from you when you use the <<http://www.forwardzone.com> website ("the website") for general information purposes, or to enter promotions or competitions offered through the website from time to time ("the service"). Forwardzone will use its reasonable commercial endeavours only to use or disclose your personal information in the manner stated in this policy. Forwardzone reserves the right to amend the privacy policy from time to time, in which case the amended privacy policy will supersede and replace any previous policies with effect from the date on which it is posted on our website. This privacy policy forms part of Forwardzone's website terms and conditions.

### 10 Personal information

Personal information refers to all information about you as an identifiable individual, including your name, address, e-mail address, telephone number, identity number and personal views and preferences.

### 11 Personal information collected

11.1 Limited personal information is collected using cookies. A cookie is an alphanumeric identifier which is transferred to your hard drive through your web browser when you visit our website. It enables our own system to recognise you when you visit the website again and to improve our service to you. Cookies may also be used to compile aggregate information about areas of the website that are visited most frequently. This information can be used to enhance the content of our website and make your use of it easier. We do not monitor which pages you looked at while visiting our website. You can disable our use of cookies by configuring your browser accordingly.

11.2 In order to register for certain of our services or to enter competitions or promotions offered through our website from time to time, Forwardzone will ask you for relevant personal information. We will use such information to provide our service to you. We may also use such information for our own internal purposes including -

11.2.1 for maintaining and updating our customer databases; and

11.2.2 for marketing, product research and development purposes.

## 12 Storage of personal information

Forwardzone use all reasonable endeavours to put in place and maintain electronic procedures and systems that prevent unauthorised access to your personal information by third parties, to the extent possible with reference to accepted technological standards.

## 13 Personal information shared

13.1 Forwardzone will not sell, rent or otherwise disclose your personal information to any third party without your consent, provided that by using our website, subscribing for our service, and/or entering any competitions or promotions offered through our website from time to time, you provide your express and informed consent for Forwardzone to disclose your personal information to third parties as follows -

13.1.1 to third party companies employed by Forwardzone to provide services for us, including for example, website hosting and development. These companies may require access to your personal information to perform their functions;

13.1.2 to transfer user database/s, including the personal information contained therein, to any third party who acquires all or substantially all of the assets or shares in our company or our website service whether by sale, merger, acquisition or otherwise;

13.1.3 to governmental agencies, exchanges and other regulatory or self-regulatory organisations if required to do so by law or if we believe that such action is necessary to -

- 13.1.3.1 comply with the law or with any legal process;
- 13.1.3.2 protect and defend our rights and property or that of our fans and companies;
- 13.1.3.3 prevent fraud or abuse, misuse or unauthorised use of our website; and/or
- 13.1.3.4 protect the personal safety or property of our fans or the public.

13.2 Forwardzone reserve the right to share non-personal, non-individual information in aggregate form with third parties for business purposes, for example with advertisers on our website or business associates and partners. This will not involve disclosing any personal information which can identify any individual in any way.

## 14 Links

The website contains links to other websites. Please note that we are not responsible for the privacy practices of third party websites or the manner in which they use cookies and advise you to read the privacy statements of each website you visit which collects personal information.

## 15 Communicating with you

15.1 Forwardzone will use the personal contact information you provide to us to send you emails or SMS' about our service from time to time. We may also send you electronic communications from time regarding updates and changes to our service, new links to our website and any technical, administrative or legal notices important to our website and our service which we believe may be of interest to you.

15.2 Should you not wish to receive electronic communications from Forwardzone, you may unsubscribe for this service by clicking on contact us page.

## 16 Communicating with us

It is very important that the information that Forwardzone has about you is accurate and current. If you would like to receive a copy of the information we hold about you (subject to our right to charge you a fee to cover our expenses in this regard), to correct or update your information, or to ask any questions about this privacy policy, please contact us.

## Copyright

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