

Standard Terms and Conditions

Massmart Wholesale (Pty) Ltd (hereinafter referred to as “Massmart Wholesale”) is the registered proprietor and owner of the Club 10 and Liquorland trademark and all of its associated brands.

Members of Club10 and Liquorland are independently owned businesses (hereinafter referred to as “Third Party Sellers”) who use the trademark of Massmart Wholesale. The Third Party Sellers are not part of the Massmart Group of Companies.

All products viewed on this website shall be sold by the Third Party Sellers.

Massmart Wholesale provides this website as a platform to facilitate transactions between the Third Party Sellers and you. The Massmart Group of Companies is neither the buyer nor the seller of these Goods.

A sale formed on acceptance of your order by the Third Party Seller is therefore solely between you and such Third Party Seller. Club 10 and Liquorland is not a party to that sale.

The Third Party Seller is solely responsible for fulfilment of delivery of the Goods. The Third Party Seller is also responsible to provide an invoice to you if required.

You hereby indemnify Massmart Wholesale and the Massmart Group of Companies or any of its subsidiary companies, directors, officers, employees, customers, agents, contractors and will keep them indemnified, against all claims of whatever nature, whether criminal or civil, together with any legal fees and costs incurred by you, arising out of a transaction with you and a Third Party Seller. Further, you hereby indemnify and hold the Massmart Wholesale harmless against all losses or expenses incurred or claims made of whatever nature, rising out of the conduct, omission or negligence of the Third Party Sellers.

Terms and Conditions of use of Website – Club10 & Liquorland

Please pay special attention to clauses which are in bold as these are important clauses of these Terms, which may limit our responsibility or involve some risk for you. Some of these provisions limit our risk and liability, require you to indemnify us or to assume risk and liability or acknowledge certain facts.

1. INTRODUCTION

1.1. Welcome to the Club 10 and Liquorland website ("Website"). Please take a moment to read these online terms and conditions including our policies (collectively referred to as the "Terms") to understand how they apply to you, the

customer (“you”) and your use of our Website and any products (“Products”) or services (“Services”) that you may view for purchase from any of our Club 10 and Liquorland banner members.

- 1.2. These Terms constitute the whole agreement between you and us relating to your access to the Website. Each time you access the Website you agree to be bound by the version of the Terms posted on the Website at the time. You are advised to regularly check these Terms for any amendments. By accessing the Website and/or registering on the Website, you agree that you have read and understand these Terms and agree to be bound by them without any modification by you.
- 1.3. In accessing the Website, you represent and warrant that you have legal age and capacity to enter into a binding contract with us.
- 1.4. If you violate or do not agree to these Terms, then you should no longer access this Website and your use of this Website is unauthorized.
- 1.5. No provision in these Terms is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the ECT Act, the CPA, as such Acts may be amended from time to time or any other applicable laws.
- 1.6. In using this Website, you may access some of its content and transmit your content to us. These Terms include details of the licenses we apply to our content and which we require you to apply to your content when transmitted or otherwise made available to us.

2. DEFINED TERMS

- 2.1. The following expressions shall bear the meanings assigned to them below and related expressions shall bear corresponding meanings –

- 2.1.1. “access” when used in the context of –

- 2.1.1.1. a website, means to visit, use, load in a web browser, mobile phone or similar software application or device or otherwise engage with a website;

- 2.1.1.2. content, means to copy, download, view, modify, adapt, load in a web browser, mobile phone, software application or device or to otherwise engage with and/or manipulate such content;

- 2.1.2. “content” means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other

images) which you may have access to as part of, or through your access to the Website;

2.1.3. "CPA" means the Consumer Protection Act, 2008;

2.1.4. "data message" has the meaning assigned to it under ECT Act;

2.1.5. "ECT Act" means the Electronic Communications and Transactions Act, 2002;

2.1.6. "intellectual property" means, collectively, the patents, copyrights (and moral rights), trademarks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which we own, license, use and/or hold (whether or not currently) on or in connection with the Website;

2.1.7. "know-how" means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secrets and other processes and methods we use in connection with the Website, as well as, all available information regarding marketing and promotion of the products and services described in these terms of use, as well as all and any modifications or improvements to any of them;

2.1.8. "post" means to upload, publish, transmit, share or store;

2.1.9. "Product" means the products which can be viewed online on the Website in terms of these Terms and "Products" shall have a similar meaning;

2.1.10. "Terms" means these terms and conditions of use, as amended from time to time including our policies referenced throughout the Website, which includes but is not limited to our Email Disclaimer and Privacy Policy <http://www.massmart.co.za/site-disclaimer/>

2.1.11. "trademarks" means those trade marks we own (or which we are designated as beneficial owner of) and any other trade marks, designs, logos, style names, tag lines and slogans which we own or have the right to use or any derivative service offerings of, and applications for, any of same;

2.1.12. "third party website" means any website which is not owned or controlled by us;

2.1.13. "you" and "Users" means the Website's users;

2.1.14. "us", "we" and Massmart Wholesale means Massmart Wholesale (Pty) Ltd, registration number 1987/002324/07 a private company duly incorporated in

accordance with the company laws of the Republic of South Africa (including our affiliates and subsidiaries);

2.1.15. "Website" means the Club 10 and Liquorland website at www.club10.co.za and www.liquorlandza.co.za.

2.2. Any reference in these Terms to a party shall, if such party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that party's liquidator or trustee, as the case may be.

2.3. When any number of days is prescribed such number shall exclude the first day and include the last day unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa;

2.4. All annexures and amendments to these Terms form an integral part of these Terms and, therefore, our contract with you.

3. WE MAY CHANGE ASPECTS OF THE WEBSITE

3.1. We may add new features and modify or even discontinue existing features without notice to you and in our sole discretion. You agree to this.

3.2. You are free to stop accessing the Website at any time without notifying us. Doing so will not affect the results of, or remove the effects of your access to the Website.

4. DEALINGS WITH THIRD PARTIES

4.1. Links to and from the Website from and to other websites belonging to or operated by third parties do not constitute our endorsement of such third party websites or their contents nor do we necessarily associate ourselves with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms and conditions which will govern your relationship with such third party/ies.

4.2. We have no control over third party websites and you agree that we are not responsible or liable for any content, information, goods or services available on or through any such third party websites or for any damage, damages or any other loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services available on or

through any such third party websites. You further agree that where you access third party websites, you do so entirely at your own risk.

5. PERSONAL INFORMATION

- 5.1. We shall take reasonable steps to protect your personal Information. Details of what personal information we collect, what we do with it and what you should know about submitting personal information when you access the Website can be found in our Privacy and Cookies Policy - We recommend you read our Privacy and Cookies Policy very carefully before you access the Website.
- 5.2. We may ask you to submit your personal information to us through the Website in order to access aspects of the Website or make use of services we offer on or through the Website.
- 5.3. You warrant that the personal information you submit is accurate, current and complete. You will be denied access to the Website should you breach this warranty or subsequently be found to have breached this warranty.
- 5.4. We may take steps to verify your personal information which you submit to us. You irrevocably consent to this verification process. You acknowledge and agree that your access to the Website may be limited until such time as the verification process has been successfully completed.
- 5.5. Should you not agree to the verification process or withhold your consent as contemplated above, your access to the Website, generally, may be suspended or terminated and you waive any claims you may have against us, our officers, directors, employees, servants, agents and/or contractors arising out of our denial of access to you to the Website.

6. COLLECTION OF COOKIES

By using this site, you agree to our [Privacy and Cookies Policy](http://www.massmart.co.za/site-disclaimer/) - <http://www.massmart.co.za/site-disclaimer/> - A cookie is a piece of information that is deposited on your computer's hard drive by your web browser when you use our computer server. The cookies enable us to recognise you and give us information about your previous visits. Most browsers accept cookies automatically, but usually you can alter your settings to prevent automatic acceptance. If you choose not to accept cookies, this may disable some of the features of our Website. The information that we collect and may share with our advertisers is anonymous and not personally identifiable. It does not contain your name, address, telephone number or email address.

7. ACCEPTABLE USE

- 7.1. You may not access the Website for or in conjunction with any illegal, unlawful or immoral purposes or as prohibited by these Terms.
- 7.2. You may not frame the Website in any way whatsoever without our prior written permission.
- 7.3. Recognising the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding your conduct on the Website.
- 7.4. You agree to adhere to generally acceptable Internet and e-mail etiquette and that you will not upload, post or otherwise transmit any content that includes but is not limited to any of the following:
 - 7.4.1. engage in any abuse of e-mail or spamming/unsolicited communications, including advertisements for other websites and/or services, chain letters, pyramid schemes, polls or petitions;
 - 7.4.2. take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the Website;
 - 7.4.3. use the Website to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
 - 7.4.4. use the Website in a manner that may infringe the intellectual property rights (for example copyright or trade marks) or other proprietary rights of others;
 - 7.4.5. use the Website to post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
 - 7.4.6. gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the services to collect or attempt to collect personal information about third parties without their knowledge or consent;
 - 7.4.7. violate the privacy of any person in any way including, but not limited to, sharing any person's personal information without their consent to do so;
 - 7.4.8. attempting to gain unauthorised access to the Website or any other network, including (without being limited to) through hacking, password mining or any other means;

7.4.9. otherwise use the Website to engage in any illegal or unlawful activity.

7.5. Should you engage in any one or more of the above practices, which shall be determined in our sole discretion (and which decision shall be final), then we shall be entitled, without prejudice to any other rights we may have, to:

7.5.1. without notice, suspend or terminate your access to the Website;

7.5.2. hold you liable for any costs we incur as a result of your misconduct; and/or

7.5.3. notwithstanding our Privacy and Cookies Policy [insert hyperlink] referred to above, disclose any information relating to you, whether public or personal, to all persons affected by your actions where we are compelled by law to do so.

8. LICENSE TO USE:

8.1. Our license to you:

8.1.1. We grant you a personal, non-commercial, revocable, worldwide, royalty-free, non-transferrable and non-exclusive license to access our content on the Website. This license is for the sole purpose of enabling you to access the Website, in the manner permitted by these Terms. In the event we revoke this license, you may no longer access the Website.

8.1.2. Unless we have given you specific written permission to do so, you may not transfer, through an assignment of rights, sub-license or otherwise, your rights to access the Website.

8.1.3. To the extent that any copying, reproduction, distribution, transmission, display, broadcasting or publishing of any content is expressly permitted (such permission to be interpreted in its most restrictive sense) you may do so, provided that all trade marks, trade names, copyright, ownership, proprietary and confidentiality notices as are included on the original content are retained and displayed without alteration or modification and not in any manner obscured or removed.

8.1.4. You acknowledge that you do not acquire any ownership rights or rights of use in or to any content by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that content except where explicitly permitted to do so in these Terms or otherwise in writing from us.

8.2. Your license to us:

8.2.1. In the event you post any content on, to or through the Website, you grant us a non-exclusive, fully-paid, royalty free, transferrable and worldwide license

to moderate, use, modify, delete from, add to, publicly perform, publicly display, reproduce or distribute such content solely on or through the Website including without limitation, distributing part or all of your content in any media formats and through any media channels and make use of the content in our advertising campaigns.

8.2.2. The license you grant to us means that -

8.2.2.1. you are free to license your content to anyone else in addition to us;

8.2.2.2. we are not required to pay you for the use of the content you post to the Website;

8.2.2.3. we may make commercial use of your content;

8.2.2.4. we are able to use our affiliates, sub-contractors and other partners such as Internet content delivery networks and wireless carriers to make the Website available; and

8.2.2.5. the license extends to anywhere in the world because of the global nature of the Internet and the fact that our users can access the content from anywhere in the world.

8.2.3. Because you can only lawfully license content you have certain rights in, you represent and warrant that:

8.2.3.1. you own the content you post to or through the Website or otherwise have the right to grant the license set forth in this section, and

8.2.3.2. posting your content to or through the Website does not violate the privacy rights, publicity rights, intellectual property rights or copyright, contractual rights or any other rights of any person or entity.

8.2.4. You also agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any content you post to or through the Website.

9. INTELLECTUAL PROPERTY

All intellectual property rights, including copyright, in all materials, including trademarks, logos, photographs, images, text and other graphics which form part of the Website are owned by [insert name of division] alternatively [insert name of division] is the lawful licensee thereof. Such rights are protected by both South African and international intellectual property laws. All data and information communicated to or from the Website

and/or any Website information as well as the database is the sole property of [insert name of division].

10. We may monitor your communications

- 10.1. Subject to the provisions of the Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 ("RIC Act") you agree to permit us to intercept, read, disclose and use all communications you send or post to us or the Website or using the Website and/or to our staff and/or employees.
- 10.2. We reserve the right to block, filter and/or delete all communications you send or post to us or the Website or using the Website and/or to our staff and/or employees. We also reserve the right to remove any communications upon the request of any third party.
- 10.3. You agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the Electronic Communications and Transactions Act, 2002 ("ECT Act") and in the RIC Act.

11. COMPLAINTS PROCEDURE

- 11.1. If you are of the view that your rights have been infringed through the unlawful use of the Website, access by other Website users or third parties, you may address a complaint to us by emailing [insert divisional email address] or calling us directly on [insert telephone number]. Please include the following information in your complaint which may be of assistance in resolving the problem:
 - 11.1.1. the full names and address of the complainant;
 - 11.1.2. the written or electronic signature of the complainant;
 - 11.1.3. identification of the right that has allegedly been infringed;
 - 11.1.4. identification of the material or activity that is claimed to be the subject of unlawful activity;
 - 11.1.5. the remedial action required to be taken by us in respect of the complaint;
 - 11.1.6. telephonic and email contact details, if any, of the complainant;
 - 11.1.7. a statement that the complainant is acting in good faith;
 - 11.1.8. a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct;

11.1.9. please quote any order/ reference number allocated to you in respect of said complaint.

11.2. We will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where necessary. Such action may include, but is not limited to, removing the offending content from the Website and/or appropriate action taken against the relevant user and/or third party.

11.3. You further have the right to submit your complaint to the Consumer Goods and Services Ombud ("Ombud") and may proceed to contact the Ombud via the following details:

- Sharecall: 086 000 0272
- Website: www.cgso.org.za
- Email: complaints@cgso.org.za

12. WARRANTIES, LIMITATIONS OF LIABILITY AND INDEMNITIES

12.1. To the fullest extent permissible by law, we make no representations and give no warranties of any kind, whether expressly or implied, including without limitation to the implied warranties that:

12.1.1. the content published to the Website is fit for any purpose; or

12.1.2. your access to the Website will be uninterrupted and error-free.

12.2. Although we take steps to verify information presented on or through the Website, we do not warrant the accuracy or reliability of any advice, opinion, statement, or other information contained in, displayed on, linked to or distributed through the Website that we and/or other users may publish to the Website. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk.

12.3. Whilst we take reasonable precautions in our operation of the Website, neither we or our agents or representatives will assume any responsibility and disclaim all liability for any loss, liability, injury, expense or damage, whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) of any nature arising from negligence and which is suffered by any person who accesses, uses or relies on the Website or any of its content. Without limiting the generality of this paragraph, we will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:

12.3.1. viruses that may infect your computer equipment or software or other property when you access the Website. Any content you access through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from accessing the Website;

12.3.2. the unavailability of, any interruption in or your use of the Website access (either in part or as a whole) for any reason whatever.

12.4. You hereby indemnify us and our directors, officers, employees, servants, agents and/or contractors and/or other persons for whom in law we may be liable from any loss, damage, damages, liability, claim or demand due to or arising out of your access to or use of the Website or your breach of these Terms.

13. GOVERNING LAW AND JURISDICTION

13.1. The Website is controlled and maintained from our facilities in Johannesburg, South Africa. You irrevocably agree that the law of the Republic of South Africa shall govern your access to the Website and these Terms.

13.2. You consent to the jurisdiction of the South African courts in respect of disputes which may arise out of your access to the Website and these Terms.

14. LEGAL SERVICE OF DOCUMENTS AND NOTICES

14.1. We choose the addresses set out in clause 17 below for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.

14.2. You agree that we may, but are not obliged to, serve notices or other documents or communications on you using your email address. In such cases, you agree further that our notices or other documents or communications will be deemed to have been served on you no later than 24 hours after the notices or other documents or communications were sent.

15. SEVERABILITY

Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it were not written and severed from these Terms, without invalidating the remaining provisions of these Terms.

16. TERMINATION

- 16.1. If you breach any of these Terms, we may immediately, automatically and without notice to you, terminate your access to our Website, and/or prohibit your future access to the Website, and/or take appropriate legal action against you, without incurring any liability to you of any nature whatsoever and howsoever arising.
- 16.2. The termination of the Terms will be without prejudice to any other rights that we may be entitled to under these Terms or at law, and will not affect any accrued rights or liabilities, nor the coming into or continuance in force of any provision of the Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

17. DISCLOSURES REQUIRED BY THE ECT ACT

- 17.1. Access to the content, Website and/or competitions available on or through the application are classified as “electronic transactions” in terms of the ECT Act and therefore you have the rights detailed in Chapter VII of the ECT Act and we have the duty to disclose the following information:
 - 17.1.1. Our full name and legal status: Massmart Wholesale (Pty) Ltd. (Registration Number: 1987/001214/07)
 - 17.1.2. Street address: 16 Peltier Drive, Sunninghill, Sandton, 2157.
 - 17.1.3. Postal address: Private Bag X4, Sunninghill, 2157.
 - 17.1.4. Telephone number: +27 11 517 0000
 - 17.1.5. Physical address for receipt of legal service: 16 Peltier Drive, Sunninghill, Sandton, 2157.
 - 17.1.6. Main business: Collection and Processing of data for retail/wholesale purposes
 - 17.1.7. Website address: <http://www.massmart.co.za/>
 - 17.1.8. Official email address: info@club10.co.za or info@liquorland.co.za
 - 17.1.9. Governing terms of use: These Terms
 - 17.1.10. Manual in terms of the Promotion of Access to Information Act 2 of 2000: Information relating to our Promotion of Access to Information Act

Manual may be found at <http://www.massmart.co.za/site-disclaimer/> which should be read in conjunction with these Terms.

18. WHOLE AGREEMENT

18.1. You agree that:

18.1.1. you are bound by these Terms;

18.1.2. data messages addressed by you to us will be deemed to have been –

18.1.2.1. created and sent by you from Johannesburg South Africa;

18.1.2.2. received if and when responded to by us;

18.1.3. any data messages that are sent by you to us from a computer, IP address or mobile device normally used or owned by you will be deemed to have been sent by you and/or authorised by you personally;

18.1.4. electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and us;

18.2. No indulgence, extension of time, waiver or relaxation of any of the provisions of these Terms which we may show, grant or allow you shall operate as an estoppel against us in respect of our rights under these Terms nor shall it constitute a waiver by us of any of our rights and we shall not thereby be prejudiced or stopped from exercising any of our rights against you which may have arisen in the past or which might arise in the future.

18.3. Nothing in these Terms shall create any relationship of agency, partnership or joint venture between you and us and you shall not hold yourself out as our agent or partner or as being in a joint venture with us.