

# Coca-Cola Beverages Africa (Pty) Ltd

(Registration Number 2016/050997/07)

## Terms of Use

We, Coca-Cola Beverages Africa (Pty) Ltd ("CCBA") and our affiliates (collectively the "Affiliates"), operate websites, mobile applications, and social media pages that link here (collectively, "Site/s"). This Site is provided for your personal and non-commercial use. By using the Sites, you agree to these Terms of Use (the "Terms"). If you do not agree to the Terms, please do not use the Sites. You will still be bound by the Terms as they existed when you last used the relevant Site. We reserve the right to make changes to these Terms at any time. Please check back from time to time to ensure you are aware of any updates or changes.

#### **DATA PROTECTION**

**Security.** We maintain safeguards intended to protect the integrity and security of the Sites. However, we cannot guarantee that any Site will be secure, complete or correct, or that access to the Sites will remain uninterrupted.

**Registration; Usernames and Passwords.** To use certain portions of a Site, you may be required to create an account and password. Your username and password are for your personal use only and should be kept confidential and not shared with anyone else. You are responsible for any use or misuse of your username or password. Please promptly notify us of any confidentiality breach or unauthorized use of your username, password, or your Site account.

**Third Party Web Sites; Links.** Should our Sites link to other web sites and/or online services, we are not responsible for the availability, accuracy, or security of such sites or services. We have no control over such third parties. We do not endorse their products and/or services.

### **RULES OF CONDUCT**

**Follow the Law.** While using our Sites, you are required to comply with these Terms and all applicable laws, rules and regulations.

**Respect Others.** We expect users of Sites to respect the rights and dignity of others. Do not use any Site to harass, stalk, threaten or otherwise violate the legal rights of others. Do not impersonate anyone. Do not disrupt the operation of any Site. We reserve the right in our sole discretion to restrict or terminate accounts that do not comply with these Rules of Conduct, and to remove any materials that violate these Terms or which we find objectionable.



**Indemnity.** You agree to defend, indemnify and hold harmless CCBA, and its directors, officers, employees, agents, Affiliates, distributors, shareholders, licensors, and representatives, from and against all claims, losses, costs and expenses (including without limitation attorneys' fees) arising out of: (a) your use of, or activities in connection with, the Site/s, (b) any violation of these Terms by you or through your account; and (c) any allegation that any Submission or Creation (defined below) you make available or create through or in connection with any Site infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

**Termination.** We may terminate your access to any Site at our sole discretion, at any time, and without prior notice. We may immediately deactivate or delete all related information and files.

### DISCLAIMER AND LIMITATION OF LIABILITY

Disclaimer. THE SITES AND ALL OF THEIR TEXT, IMAGES, AUDIO, VIDEO AND SOFTWARE (COLLECTIVELY, "CONTENTS") ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE/S, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONTENT AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE/S.

Limitation of Liability. We recognize that some laws provide consumers specific rights and remedies and prohibit waiver of the same. Except with respect to such laws, you waive all damages under any cause of action other than actual damage for out-of-pocket loss. For example, except with respect to such laws, you waive nominal damages, loss of profit, liquidated damages, statutory damages, consequential damages, presumed damages, as well as the imposition of costs and attorney's fees.

## **COMMUNICATIONS**

**Personal Information.** Any personal information you submit on or through any of our Sites is governed by the CCBA Privacy Policy. Please do not submit through the Site any sensitive personal information, as defined by our Privacy Policy.

**Additional Communications.** Any other information you submit on or through any Site will be treated as non-confidential and non-proprietary. This includes all information you submit directly or indirectly.

**Submissions and Creations.** Submissions and Creations (defined below) will be treated as non-confidential and non-proprietary. You acknowledge and agree that any information in a Submission or Creation is public information.



## **INTELLECTUAL PROPERTY**

A Site and its Contents, including all trademarks, service marks, and graphical elements, are our sole property unless otherwise expressly noted and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. A Site and its Contents may also contain various third-party names, trademarks, and service marks that are the property of their respective owners. Subject to these Terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the Site solely for your own personal, non-commercial purposes and solely in accordance with these Terms.

This license is terminable at any time and does not grant you any additional rights with respect to a Site or its Contents. CCBA reserves all other rights. You may not modify, alter or change any Content, or distribute, publish, transmit, reuse, re-post, reverse engineer, or disassemble any Content or any portion thereof for public or commercial purposes, including, without limitation, the text, images, audio and video. Your use of any Content, except as provided in these Terms, without our written permission is strictly prohibited.

### **SUBMISSIONS AND CREATIONS**

On-Site Submissions and Creations. The Site/s may include a variety of interactive services, such as instant messaging, forums and blogs. You may be able to submit information using these services ("On-Site Submissions"). You also may be able to create materials using the services ("On-Site Creations").

**Off-Site Submissions and Creations.** The same sort of interactive services may be available on certain third-party websites and social media platforms. You may use these services to submit information ("Off-Site Submissions"), e.g., commenting on our social media pages. You may also use those third-party services to create materials ("Off-Site Creations").

On-Site Submissions and Off-Site Submissions shall, collectively, be referred to herein as "Submissions"; On-Site Creations and Off-Site Creations shall, collectively, be referred to herein as "Creations."

Grant of Rights for Submission and Creations. You grant us a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license with respect to all Submissions and Creations. We can use this license with no compensation to you. The license allows us: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), derive, transmit, display and perform, publicly or otherwise, any Submission and/or Creation (including without limitation your voice, image or likeness as embodied in such Submission or Creation), in any media now known or hereafter developed, for our business purposes; and (b) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law. The foregoing licenses shall survive termination of these Terms for any reason.

**Representation; Warranty and Undertaking.** For each Submission and each Creation, you represent, warrant and undertake that you have all rights necessary to grant these licenses



(including without limitation rights in any musical compositions and/or sound recordings embodied or embedded in any Submission or Creation), and that such Submission or Creation, and your provision or creation thereof through the Site/s, complies with all applicable laws, rules and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission and Creation that you may have under any applicable law under any legal theory.

You Have Sole Responsibility for Your Submissions and Creations. You acknowledge and agree that you are solely responsible for any Submission or Creation you provide, and for any consequences thereof, including the use of any Submission or Creation by third parties. You understand that your Submissions and Creations may be accessible to other parties, who may be able to share your Submissions and Creations with others and to make them available elsewhere, including on other sites and platforms.

We Are Not Responsible For Third Parties. We have no control over what third parties may do with your Submission or Creation. We have no legal liability for such misuse. We also do not endorse and are not responsible for any opinions, advice, statements, information, or other materials made available in any Submission or Creation.

Feedback. Please visit our Contact Us page to submit any ideas or creations.

## **JURISDICTION**

This Site is controlled, operated, and administered by CCBA from its offices as set out below within the Republic of South Africa. CCBA makes no representation, warranty or undertaking that the Content is appropriate or available for use in other locations or countries. Access to this Site from territories or countries where the Content is illegal is prohibited. You may not use this Site in violation of South African export laws and regulations. If you access this Site from locations outside of the Republic of South Africa, you are responsible for compliance with all local laws. These Terms shall be governed by the laws of the Republic of South Africa, and you hereby consent to the jurisdiction of the Gauteng Division of the High Court or the Magistrates Court of the Republic of South Africa, whichever the case may be, in the event of any dispute. If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible to give effect to the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. These Terms constitute the entire agreement between CCBA and you regarding the use of the Content and this Site.

## **MISCELLANEOUS**

**Notices.** Notices to you may be made via posting to the Site, by email, or by regular mail, in our sole discretion. Notices to us should be made using the contact information below.



**Evidence.** You agree that a printed version of these Terms and of any notice given in electronic form, including by posting to the Site, shall be admissible in judicial or administrative proceedings based upon or relating to these Terms.

**Force Majeure.** We will not be responsible for any failure to fulfil any obligation due to any cause beyond our control.

Rules for Sweepstakes, Contests, Challenges, Activities, Surveys, and Similar Promotions. Any sweepstakes, contests, challenges, activities, surveys, or similar promotions made available through the Site/s may be governed by specific rules that are separate from these Terms. By participating in any such sweepstakes, contest, challenge, activity, survey, or promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. We urge you to read the applicable rules, which are linked from the particular activity, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities.

**Information or Complaints.** If you have a question or complaint regarding the Site/s, please call us at 0860 112 526.

### **CHANGES**

**Changes to the Site.** We may modify or discontinue the Site/s and the Contents at any time, in our sole discretion.

**Changes to the Terms.** We may change these Terms at any time. We will provide reasonable notice, including by posting a revised version of these Terms through the Site.