



## Terms of Use

Special Olympics South Africa provides the Special Olympics South Africa website subject to the user's compliance with the terms and conditions stated below.

**Please read this before accessing the Special Olympics South Africa site. By accessing this site, you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you may not access or use the Special Olympics South Africa site.**

### 1. Rules

While visiting the Special Olympics South Africa Site, you may not:

- Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the Special Olympics South Africa Site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Special Olympics South Africa Site or the Internet.
- Post or transmit any information or software, which contains a virus, Jan horse, worm or other harmful or disruptive component.
- Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Special Olympics South Africa Site which is protected by copyright, or other intellectual property right, or derivative works with respect hereto, without obtaining permission from the copyright owner or right holder.

### 2. Monitoring

Special Olympics South Africa has no obligation to monitor the Special Olympics South Africa Site. However, you agree that Special Olympics South Africa has the right to monitor the Special Olympics South Africa Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Special Olympics South Africa Site properly, or to protect itself or its subscribers. Special Olympics South Africa will not intentionally monitor or disclose any private electronic mail message unless required by law. Special Olympics South Africa reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

### 3. Privacy

Special Olympics South Africa cannot ensure or guarantee privacy for Special Olympics South Africa users. It is therefore recommended that this service not be used for the transmission of confidential information. Any such use shall be at the sole risk of the user and Special Olympics South Africa and its affiliates, suppliers and related companies shall be relieved of all liability in connection therewith.

### 4. Buying over the Internet

When making purchases or conducting other transactions through the Special Olympics South Africa Site or the Internet, you may be asked by the Merchant or Information or Service Provider, to supply certain information, including credit card or other payment mechanisms. You agree that all information you provide any merchant or Information or



Service Provider through the Special Olympics South Africa Site will be accurate and complete. You agree to pay all charges incurred by you or other users of your account or credit card or other payment mechanisms at the prices in effect when such charges are incurred. You will also be responsible for paying all applicable taxes, if any, relating to purchases on the Special Olympics South Africa Site. Special Olympics South Africa is in no way responsible for any charges you or any user of your account incurs when making purchases or other transactions in this manner.

**5. Limitation of Liability**

Special Olympics South Africa takes no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on the Special Olympics South Africa Site. Further, Special Olympics South Africa makes no representations about the suitability of any of the information contained in documents and related graphics on the Special Olympics South Africa Site for any purpose. All such documents and related graphics are provided without warranty of any kind. In no event shall Special Olympics South Africa or its suppliers or affiliates be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available from the service.

**6. Recourse**

If you are dissatisfied with the Special Olympics South Africa Site or with any terms, conditions, rules, policies, guidelines, or practices of Special Olympics South Africa in operating the Special Olympics South Africa Site, your sole and exclusive remedy is to discontinue using the Special Olympics South Africa Site.

**7. Confidential Information**

You authorise Special Olympics South Africa to collect from any party and to retain all relevant information relating to your use of the Special Olympics South Africa Site and you hereby authorise any party to provide us with such information.

**8. Indemnity**

You agree to defend, indemnify and hold Special Olympics South Africa and its affiliates, suppliers and related companies harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or users of your account, or in connection with the use of the Special Olympics South Africa Site or the Internet or the placement or transmission of any message, information, software or other materials on the Special Olympics South Africa Site or on the Internet by you or users of your account.

**9. Trademarks**

Special Olympics South Africa and other trademarks, logos and icons identifying Special Olympics South Africa and Special Olympics South Africa products and services referenced herein are trademarks or registered trademarks of Special Olympics South Africa. All other product and/or brand or company names mentioned herein are the trademarks of their respective owners.

**10. Miscellaneous**

This Agreement, including any and all documents referenced herein, constitute the entire agreement between Special Olympics South Africa and the user pertaining to the subject matter hereof. Special Olympics South Africa's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement were

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determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the prevailing laws of South Africa.