

## Terms and Conditions

### 1. Introduction

- 1.1. These Website Terms and Conditions (“T&Cs”), which include any Policies on MRP Foundation’s website (“we”, “use” and “our”), apply to the ordering, sale and delivery of goods and services, access to the information and use of this Website by Customers (“you”, or “your”).
- 1.2. By using this Website, you are bound by and agree to these T&Cs, which we may change without notice from time to time. If you do not agree to any of the T&Cs you should not continue to use the Website.
- 1.3. These T&Cs are important and should be carefully noted as they contain provisions which, within the limits of the Consumer Protection Act, may limit MRP Foundation’s risk or liability, create risk or liability for you as a consumer, may compel you to indemnify MRP Foundation and serves as an acknowledgement by you of any fact.
- 1.4. Should you not understand any of the contents of these T&Cs, you are advised to contact MRP Foundation to assist with further explanation of the T&Cs before accepting them.

### 2. Definitions

- 2.1. “**Apps**” means any online application software that is provided by MRP Foundation that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.
- 2.2. “**Customer**” means any natural or juristic person who enters or intends entering into an electronic transaction with MRP Foundation as the user of the goods or services offered by MRP Foundation;
- 2.3. “**Items**” means the Product/s selected by the Consumer for purchase when placing and Order one our Website.
- 2.4. “**MRP Foundation**” is a Public Benefit organisation (PBO) that assists beneficiaries through its youth development programmes.
- 2.5. “**Order**” means the collection of Items purchased by you from our website.
- 2.6. “**Policies**” means the various MRP Foundation policies contained in or referred to herein and on our Website, and product information, which form part of these T&Cs and which may be updated from time to time;
- 2.7. “**Products**” means all products or services displayed for sale our website, including but not limited to clothing, shoes, sportswear, sports equipment, gift vouchers, and homeware, and delivery.
- 2.8. “**Website**” means the MRP Foundation, which can be accessed at [www.mrpfoundation.org](http://www.mrpfoundation.org), our software applications (“Apps”), owned and operated by Mr Price Group Limited (an affiliate of the MRPG Foundation).
- 2.9. “**Working Days**” means between 08h00 and 17h00 Monday to Friday, excluding Saturdays, Sundays and statutory public holidays in the Republic of South Africa.

### 3. SUPPLY OF GOODS AND/OR SERVICES IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 ("The Act")

- 3.1. Insofar as this these T&Cs fall within the ambit of the Act, the following information is made available to you in respect of the supply of goods and/or services offered for sale, by way of an electronic transaction:
- 3.2. Our contact details are set out below in clause 17 below.
- 3.3. Goods and/or Services: The goods and/or services provided through the Website are various services which enable you to give instructions to us.
- 3.4. Complaints and Disputes:
  - 3.4.1. We are bound by the Consumer Goods and Services Industry Code and are a participant in the Consumer Goods and Services Ombud Scheme. An electronic copy of the Code is available at <http://www.cgso.org.za/>. If you have

a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please use the "Contact Us" service on the Website or you can contact us on +27 31 310 8599 (South Africa).

- 3.4.2. In the event of your complaint not being resolved to your reasonable satisfaction by us within 15 (fifteen) business days of having notified us or such extended period as agreed between us and yourself, you are entitled to approach the Consumer Goods and Services Ombud within a reasonable time, who will assist in resolving the dispute:

Website: <http://www.cgso.org.za/>

Sharecall: [0860 000 272](tel:086000272)

Email: [info@cgso.org.za](mailto:info@cgso.org.za) / [complaints@cgso.org.za](mailto:complaints@cgso.org.za)

Fax: 086 206 1999

Physical Address:

Consumer Goods & Services Ombud

Association House

Bond Street Business Park

374 Kent Avenue

Randburg

South Africa

Postal Address: P.O. Box 3815

Randburg

South Africa

2125

- 3.4.3. As provided for in section 42(2)(a) of the Act, you acknowledge and agree that Section 44 of the Act (the Cooling-off period) does not apply to transactions concluded by means of the Website.

#### **4. USE OF THE WEBSITE AND SOCIAL MEDIA PLATFORMS**

- 4.1. MRP Foundation is active on, Facebook, Instagram, YouTube, and other social media platforms from time to time ("Social Media Platforms").
- 4.2. You agree to use the Website for lawful purposes only. Without derogating from the generality of the foregoing, if you should choose to access or use this Website from locations other than the Republic of South Africa, you do so at your own initiative and you are responsible for compliance with applicable local laws.
- 4.3. You are prohibited from posting or transmitting, by means of reviews, comments, suggestions, ideas, questions or other information through the Website and Social Media Platforms, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind, which content includes but is not limited to:
- 4.3.1. any content that may fall within the scope of Section 9 of the Constitution of the Republic of South Africa, which prohibits discrimination on the grounds of, inter alia, race, sex, gender, marital status, religion; or
- 4.3.2. any content that encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law; or
- 4.3.3. any content that constitutes an invasion of privacy; or
- 4.3.4. any content that is an infringement of any intellectual property right; or
- 4.3.5. any content that contains software viruses; or
- 4.3.6. any content that constitutes a political statement, commercial solicitation, or "Spam".

- 4.4. Although we do not purport to review (nor are we under any obligation to review) any submitted content, we reserve the right to remove any content from the Website and Social Media Platforms where we deem such content, in its sole and absolute discretion, to be an infringement of Clause 4 or harmful in anyway whatsoever. Should you place on or submit to the Website or Social Media Platforms any such harmful content or should you breach any clause in these T&Cs, we may immediately terminate and/or suspend your access to all or parts of the Website or Social Medial Platforms, without any further notice to you.
- 4.5. The following activities on or through the Website and Social Media Platforms are expressly prohibited:
  - 4.5.1. any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Website or Social Media Platforms or the content contained thereon, without the prior written authority of MRP Foundation; and
  - 4.5.2. the collection or use of any listings, descriptions, and/or price lists from the Website or Social Media Platforms for the benefit of a competing merchant that supplies products comparable to those offered on the Website; and
  - 4.5.3. any use or action that imposes an unreasonable or disproportionately-large load of traffic on the Website or Social Media Platforms, or otherwise interferes with the proper and timely functioning of the Website of Social Media Platforms;
  - 4.5.4. any attempt to gain unauthorised access to the Website or its related systems or networks;
  - 4.5.5. accessing the Website for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose; and
  - 4.5.6. the reverse engineering or decompiling of the Website to (without limitation)(i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the service; (iii) copy any ideas, features, functions or graphics of the Website.
- 4.6. When you register on the Website, you will be required to provide certain access details, including a username and a password. You are responsible for maintaining the confidentiality and security of your user name and password for access to the Website and you accept full liability for all activities that occur on or involves the Website under your User Name. You may not:
  - 4.6.1. allow other people to use your User Name and Password; or
  - 4.6.2. impersonate another User or any third party; or
  - 4.6.3. provide false information to gain access to the Website.
- 4.7. You also warrant your identity (in other words, you are who you say who you are), and that you can prove your identity should we require you to do so.
- 4.8. Although reasonable steps have been taken to ensure the accuracy and completeness of the contents, data and information on this Website, there may be instances where such information proves inaccurate or incomplete. Before making any decision or taking any action which might affect you or your business, you should take all reasonable steps to ensure and verify the accuracy of the contents, data and information obtained from this Website, especially if certain information appears to be inaccurate, particularly product pricing and promotional content.
- 4.9. Without limiting the generality of the foregoing, this Website could include technical, typographical or other inaccuracies and you are urged to contact your own professional advisors to confirm all information contained on this Website prior to placing reliance thereon. Changes are periodically made to the information herein and these changes will be incorporated in new editions of this Website.

## **5. DONATIONS**

Donations to MRP Foundation are tax deductible and MRP Foundation is able to issue Section 18A certificates.

## **6. PURCHASES AND STOCK AVAILABILITY**

- 6.1. You will be required to provide certain information, in order to purchase Products that are displayed on our Website, which may include personal information. Please refer to our Privacy Policy on our Website to view how we process and use your personal information.
- 6.2. Use of our Website confirms your understanding and acceptance of these Terms and Conditions, and you will be bound by these T&C's during all transactions relating to the purchase of Products from our Website.
- 6.3. Prices displayed on our Website are subject to change without notice. Prices will include tax, where this is required by specific country legislation.
- 6.4. Orders placed may be declined or cancelled in the event of Products being out of stock, damaged Products, incorrect Product information, incorrectly displayed prices, and due to payment for Products not being received or payments not being authorized by MRP Foundation. In this circumstance, if an order has been cancelled where credit card has been the method of payment the amount will automatically be refunded back to the credit card.
- 6.5. We will notify you as soon as we can if any Items Ordered are not available (this may take a few days, depending on the delivery and payment method method).
- 6.6. Once you have selected your payment method, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

## **7. PAYMENT OPTIONS**

- 7.1. Payment is subject at all times to MRP Foundation's agreements with its bankers and the outsourced financial transactions service provider.
- 7.2. You may make your donations online or pay for your online orders and delivery costs using several payment options, dependent on the country you select on our Website, including where available:
  - 7.2.1. Via Visa or MasterCard.
    - 7.2.1.1. Card transactions will be acquired for MRP Foundation via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the Website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.
    - 7.2.1.2. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. The transaction currency is South African Rand (ZAR).
    - 7.2.1.3. Customer details will be stored by MRP Foundation separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).
    - 7.2.1.4. We subscribe to high security and encryption standards allowing all Customers to shop with peace of mind. We have taken all reasonable security measures to ensure that payment and card details, as well as related confidential information, cannot be accessed by anyone who is not authorized to do so.
    - 7.2.1.5. When placing your order, and providing the required personal details, including your payment card details you warrant that you are authorised to make payment with the payment card and that there are enough funds available to pay for your order.
  - 7.2.2. via Zapper by scanning the Zapper QR code.
  - 7.2.3. MRP Foundation gift voucher.
    - 7.2.3.1. Payment using a valid gift voucher is subject to the available funds on your gift voucher.

- 7.2.3.2. Gift vouchers are valid for thirty-six (36) months from the date of purchase. Should the total amount for your Order (including delivery) exceed the amount of funds on your gift voucher you may add a second payment method to pay for the balance of the amount due.
- 7.2.4. Bank deposit or Manual EFT, Instant EFT (by SID), the details of which will be provided on request.
  - 7.2.4.1. Please note that payment via EFT can take up to seventy two (72) hours to reflect in our bank account, depending upon the bank that you use and available funds in your bank account.
  - 7.2.4.2. Instant EFT (by SID) payments reflect immediately.
  - 7.2.4.3. If we have not received your payment within seventy two (72) hours, your Order will not be accepted and will be automatically cancelled.
- 7.3. We regret that we do not accept cheques.
- 7.4. Once your payment has been received you will be issued with acknowledgement of payment and the delivery process will then commence.

## **8. DELIVERY AND RETURNS**

### **8.1. Deliveries**

- 8.1.1. Delivery and Returns Policy is in on the MRP Foundation's affiliate website [www.mrp.com](http://www.mrp.com), and the terms of this policy is incorporated into these T&Cs by reference.
- 8.1.2. Delivery fees vary depending on your selected delivery option and Items ordered. Delivery options and costs differ from other products orders and are calculated per item and in accordance with the location of your delivery address. The delivery fee will be displayed during the ordering checkout process, but before checkout has been finalized.
- 8.1.3. We will notify you via email as to the process of your Order, and you will also be able to track Order on our Website.
- 8.1.4. Upon delivery or collection of your Order a delivery/collection note will be issued for signature, reflecting the Items that are being delivered or collected, delivery fees, Value-Added Tax and the amount paid.
- 8.1.5. You should always check that the Items being collected or delivered are correct and are free from any defects. Should the packaging be damaged and you accept the Order without fully inspecting the Items you should add a note on the delivery note stipulating that the packaging was damaged, or items were not inspected. Where there is an issue with the Items detected after acceptance of the Order, you should notify us on +27 31 310 8599 without delay in order for us to be aware of any issues with the Items and in order for arrangements to be made for the items to be returned and refunded.
- 8.1.6. Although reasonable care shall be taken, we cannot accept responsibility for incorrect delivery details that have been provided to us, or if an unauthorised person at your chosen delivery address accepts delivery of your Order, as we do not verify the identity of the person at the delivery address who signs the delivery note.
- 8.1.7. After 2 (two) failed attempts to deliver your Order to you at your chosen delivery address via our courier services, your Order shall be returned to us and the purchase shall be reversed after the cost of the second delivery has been deducted.
- 8.1.8. For purposes of this clause "we, us, our" shall include any agent or independent contractors who may be responsible for delivery on behalf of us which shall also include the South African Postal Office or a courier services.

### **8.2. Returns.**

- 8.2.1. Should you not be satisfied with any Item/s purchased on our Website, you may return for refund, credit or exchange unused Items in a saleable condition within 30 (thirty) calendar days, subject to producing proof of purchase (invoice or

delivery note). Returns may be conditional upon you submitting photographic proof of the quality issue or defectiveness of the Product before we will approve the refund.

- 8.2.2. Should any Items purchased on our Website be defective, these Items, if unaltered, may be returned for refund, replacement (where stock is available), or repair (where repair is possible) within 6 (six) months of the purchase date, subject to producing proof of your purchase (invoice or delivery note). Longer warranty periods or conditions offered by producers or distributors may be stipulated on these Items, in which case these warranty periods and conditions will apply in addition to our 6 (six) month warranty.
- 8.2.3. Due to health reasons we do not accept returns on items such as costumes underwear and earrings.

## **9. CANCELLATIONS AND REFUNDS**

- 9.1. You may cancel your Order prior to us sending you the Order shipping notification. Should you cancel Orders after we have sent out the Order shipping notification a shipping fee will be deducted from your refund.
- 9.2. Qualifying refunds will be processed as follows:
  - 9.2.1. Where manual EFT, Instant EFT and cash payments were made and returns are processed in store, a gift voucher or cash refund will be processed (cash refunds are only applicable where Items were returned within 7 (seven) days from purchase or within 6 (six) months if Items were defective).
  - 9.2.2. Where manual EFT, Instant EFT, credit card, debit card and cash payments were made and returns are processed online, a gift voucher or cash refund will be processed (cash refunds are only applicable where Items were returned within 7 (seven) days from purchase or within 6 (six) months if Items were defective).
  - 9.2.3. Where purchases were made using gift voucher, refunds will be processed by using a further gift voucher to the value of the approved refund.
  - 9.2.4. Where Items were purchased using credit or debit cards and returns are processed using the courier services your credit or debit card will be funded within 30 (thirty) days of receipt of the returned Items on condition that they are in acceptable condition, except where the Product is defective.

## **10. RISK AND OWNERSHIP**

Once the Order has been delivered or collected by you, the risk in and to the Products will pass to you as the Customer.

## **11. CHANGES, SUSPENSION, AND TERMINATION**

- 11.1. We may alter and/or amend the Website at any time without giving notice to you,
- 11.2. We may suspend or terminate the Website at any time without giving notice to you.
- 11.3. We may terminate your account at any time for any reason, including any improper use of this Website or your failure to comply with any provision of these T&Cs.
- 11.4. Such termination shall not affect any right or remedy to relief to which MRP Foundation may be entitled.
- 11.5. Upon termination of the Website or your account, all rights granted to you will terminate and revert to MRP Foundation.
- 11.6. MRP Foundation may at any time modify these T&Cs without notice to you. If you are not satisfied with the amended T&Cs, you should refrain from using the Website, as your continued use of the Website is deemed to constitute your acceptance of the Terms and Conditions as amended and in force at the time of your use.
- 11.7. We will however give you notice where we have collected personal information from you and the purpose for which we collected that information is affected by the intended modification.
- 11.8. We accordingly advise you to read and take note of these T&Cs each and every time you visit the Website, as they may have been modified since your last visit. You shall be

deemed to have read and accepted the latest version of the T&Cs available on the Website whenever you visit the Website.

## **12. WARRANTY**

- 12.1. The Products supplied by us shall be suitable only for the purpose designed and intended and you shall ensure the Products are handled, stored, installed, used, worn or otherwise dealt with in a normal and reasonable manner, and where applicable, in a manner consistent with the instructions given when the Products were purchased.
- 12.2. We shall not be liable for any action or claims for injury or damages of whatever nature arising from or in connection with use of the Products in breach of these T&Cs.

## **13. LIMITATION OF LIABILITY**

- 13.1. Whilst every attempt is taken by MRP Foundation to ensure your security when making use of the Website, due to the nature of the Internet we are unable to guarantee that any products and services or any websites accessible via the Website will be uninterrupted or virus or error-free. We therefore caution you to check all emails, attachments and files before downloading them.
- 13.2. We may provide links to other websites, social media sites or resources. We are unable to accept, and do not accept, responsibility for these websites, social media sites or resources; nor have we endorsed their content, products or services merely because they are accessible via the Website.
- 13.3. While we make all reasonable efforts to ensure that all information provided by us in connection with the Website is accurate at the time of its inclusion on the Website, you acknowledge and understand that there may be errors, including incorrect prices, inaccuracies or omissions in respect of which we exclude all liability. We make no representations, guarantees or warranties of any nature whatsoever concerning the information included on our Website and web pages (including, but not limited to, links to third parties' web pages). You shall be solely responsible for any decisions or actions you take based on the information contained on such web pages.
- 13.4. While we take all reasonable steps to safeguard the security of any information you input or send to us in connection with the MRP Foundation Website, by using secure services and encryption technology where we deem appropriate, we accept no responsibility or liability whatsoever, as far as the law allows, for any damages that you may suffer as a result of the breach of the confidentiality of such information.
- 13.5. You hereby agree, to as far as the law allows, to indemnify MRP Foundation against any loss, claim or damage suffered, or liability sustained by your or any third party acting for you, due to your or their use of our website and/or any third party websites linked to our website.
- 13.6. We shall not be liable to you in contract, delict (including for negligence) or otherwise:
  - 13.6.1. for any amount in respect of any damage or loss arising from the consequences of your use of the Website, viruses received by you via the Website or of our failure to provide the Website in accordance with this Agreement; or
  - 13.6.2. for any economic losses or damages, any indirect, special or consequential loss (including (without limitation) loss of data, goodwill or reputation or any wasted expenditure) including but not limited to losses arising from your use of the Website or through any viruses; or
  - 13.6.3. for any failure to perform our obligations or failure to perform our obligations properly as a result of our being prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; the failure of third party suppliers to comply with their obligations to us; fire; flood or storm).

13.7. Each provision of this clause 13 operates separately. If any part is held by a court to become unenforceable due to voidness, invalidity, illegality or unlawfulness, then the other parts shall be severable and shall still apply in their entirety.

#### **14. MR PRICE PRIVACY AND COOKIE POLICY**

14.1. This clause 14 provides details about our Privacy and Cookie Policy, which Policy forms part of this Agreement. MRP Foundation takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy and Cookie Policy.

14.2. Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By personal information we don't mean general, statistical, aggregated or anonymised information.

14.3. Your use of our Website signifies your consent to us collecting and using your personal information as specified below.

14.4. How we collect information about you:

14.4.1. You may provide personal information to us when communicating with us or registering an online user profile.

14.4.2. You may order a product or a service and provide your name, e-mail address, delivery address, credit or debit card number and expiry date so that the order can be processed and your products (or services where appropriate) delivered to you. Sometimes, you may be asked for your telephone number.

14.4.3. When you call us, we may monitor or record your calls and store details of the phone number(s) you use to make the calls. This information is used to better address your customer service needs.

14.4.4. If you enter a competition or participate in a promotion, we will ask for your name, address and e-mail address and any other relevant information about you.

14.4.5. When you connect to the Internet using our services, we will collect your Calling Line Identification Number (CLI).

14.4.6. We will collect information concerning your tastes and preferences both when you tell us what these are and through our analysis of customer traffic, including through the use of cookies (as described below).

14.4.7. It may be that you provide to us details of credit or debit cards or bank accounts in order to make payments to us. Any such information ("confidential financial information") will be used by us only for the specific purpose for which it was provided to us.

14.5. How we use your information

14.5.1. We may use your information to confirm that your orders have been received; to validate you as a customer when using our services; to prevent and detect criminal activity, fraud and misuse of or damage to our services or networks; to prosecute those responsible and to contact you to invite you to form part of our consumer panel or various research groups.

14.5.2. We may also use your personal information and process such information for the purposes of management, research, analysis, corporate reporting, credit-scoring, affordability assessment, and improving business efficiencies.

14.5.3. We may use personal information collected about you to contact you by post, telephone and electronic mail (that is email, picture, video, and SMS) about functionality changes to our Website, services or changes to our Terms and Conditions, and to communicate with you about your customer benefits and advise you regarding the use of our services.

14.5.4. We may use the information collected about you to contact you by post or phone about new customer offers and services. We may also contact you by electronic mail for these purposes, subject to any preferences selected by you.

14.5.5. Subject to your preferences in respect of each of our services, selected third parties may use the personal information collected about you to contact you about information that you might find interesting.



- 14.6. How long do we keep your information for? The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed. We will in any event delete or destroy any personal information which has become obsolete.
- 14.7. Disclosing your information to third parties:
- 14.7.1. MRP Foundation reserves the right to access and disclose personal information to comply with applicable laws, regulations and lawful government requests, to operate its systems properly to protect itself or its users or to solve any customer disputes.
  - 14.7.2. We may provide aggregate statistics about our sales, customers, traffic patterns and other website information to third parties, but these statistics will not include any information that could identify you.
  - 14.7.3. We may from time to time elect to make use of other companies to provide some of our services, and our services will then be offered through third party service providers on our Website. We may then share your personal information with these companies. These companies can and will process this information and will be obliged to keep such information confidential.
- 14.8. A cookie is a piece of information that is stored on your computer's hard drive by your web browser. On revisiting our Website, our computer server will recognise the cookie, giving us information about your visit.
- 14.9. When and where do we use cookies?
- 14.9.1. We allocate cookies during the registration process for our services. These cookies will hold information collected during your registration and will allow us to recognise you as a customer and provide you with the services you require. If your browser is set to reject cookies, you may not be able to register for MRP Foundation services. We may also use this data to better understand your interests while online and to personalise your visits to our Websites.
  - 14.9.2. On different sections of our portal. We use cookies to collect information concerning visitors to our Website. Our servers use two different types of cookies. The first type is known as a 'session-based' cookie and is allocated to your computer only for the duration of your visit to our Website. It helps you to move around the Website faster and, if you're a registered customer, it allows us to give you information relevant to your selected MRP Foundation service. This cookie automatically expires when you close down your browser. The second type of cookie is known as a 'persistent' cookie. A persistent cookie will remain on your computer for the period of time that has been set for each cookie. Persistent cookies are used for the purposes of advertisements on our Website and to track whether these advertisements are clicked on by users; to control how often you are shown a particular advertisement; to tailor content to your preferences; to count the number of anonymous users of the Website and to provide security within shopping baskets or transactions. The types of cookies used and the manner in which the information generated by them is used will be governed by those advertisers' privacy policies. We have no control over these.
  - 14.9.3. How can you refuse or opt out of cookies? Most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.
  - 14.9.4. How can you manage your privacy preferences? If you'd like us to stop processing your information for marketing purposes, please write to MRP Foundation or contact us on 031 310 8599.

## **15. INTELLECTUAL PROPERTY**

- 15.1. All content included on this Website, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of MRP Foundation or its content suppliers and is protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on this Website is the exclusive property of MRP Foundation and is protected by South African and international copyright laws.
- 15.2. Except as stated herein, none of the material may be copied, reproduced, distributed, published, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or with the prior written permission of MRP Foundation or the copyright owner.
- 15.3. You may not "mirror" any content contained on the Website on any other server unless with the prior written permission of MRP Foundation.
- 15.4. You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Website, provided that the link does not portray MRP Foundation, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any MRP Foundation logo or any other proprietary graphic, trade name or trademark whatsoever as part of the link without the express written permission of MRP Foundations, its affiliates and/or content suppliers.
- 15.5. All trademarks and trade name are and shall remain the exclusive property of MRP Foundation.
- 15.6. The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and could subject you to criminal prosecution as well as to personal liability for damages.

## **16. BREACH**

Should you breach any of these T&Cs we reserve the right to cancel any Order and/or your website registration, notwithstanding our rights to exercise other legal remedies available to us.

## **17. APPLICABLE LAW**

These Terms are governed by the laws of the Republic of South Africa.

## **18. COMPANY DETAILS**

- 18.1. Mr Price Group Foundation, is a non-profit and public benefit organisation registered in the Republic of South Africa (NPO number: 053-536, Company No.2005/002290/08), with its registered office for legal service of documents at Upper Level, North Concourse, 65 Masabalala Yengwa Avenue, Durban, 4001.
- 18.2. Telephone Number: +27 31 310 8599.
- 18.3. Website Address: [www.mrpfoundation.org](http://www.mrpfoundation.org).
- 18.4. Directors: Verna Botha-Richards (Chairperson); Natasja Ambrosio; and Mark Blair.