



## **THE YUMMY HOOD**

### **TERMS and CONDITIONS**

#### **Yum Restaurants International (Pty) Ltd**

This is version 4.0 of these Terms and Conditions. These Terms and Conditions were implemented on 1 July 2015.

You may Access the Sites (defined below) on condition that You accept these Terms and Conditions as they are and without any modifications to them by You. These Terms and Conditions are a binding contract between You and Us so it is very important that You read them carefully and ensure that You understand and accept them.

If You Access the Sites, We will take that to mean You have read and understand these Terms and Conditions and agree to them. If You do not agree with any provision contained in these Terms and Conditions, please do not Access the Sites.

We reserve the right, in our sole discretion, to, and You agree that We may, amend these Terms and Conditions at any time, in any way and from time to time. We will publish the amended Terms and Conditions on This Website and notify You by way of notice on this Website and on any other Sites (where applicable) that the Terms and Conditions have been amended. These amendments shall come into effect immediately and automatically upon the publishing thereof on this Website.

It is your responsibility to review these Terms and Conditions regularly and to ensure that You agree with any amendments to these Terms and Conditions. If You do not agree with any amendments to these Terms and Conditions, You may no longer Access the Sites.

Chapter VII of the ECT Act grants rights to any natural person (in other words, living human beings) who enters or intends entering into what is known as an "electronic transaction" with Us on the Sites. None of these Terms and Conditions are intended to limit the rights the ECT Act grants You.



## **Goods**

The goods (“Goods”) offered by KFC are indicated on the “Our menu” section of this Website, as updated from time to time.

The photos used on this Website are for illustration purposes only. Actual Goods may vary.

The prices of the Goods are indicated on the Website, as updated from time to time and will vary depending on the type, quantity and/or size of the Goods ordered as well as any variations, amendments or upgrades made thereto. Prices may also vary depending on the KFC the Goods are ordered from.

## **Important provisions pertaining to legal liability**

These Terms and Conditions contain provisions which limit Our exposure to legal liability and even make You responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on You by virtue of your agreement to these Terms and Conditions.

It is therefore important that You familiarise yourself with these provisions before You Access the Sites and that You not Access the Sites if You do not agree to abide by those provisions.

## **Legal age and capacity**

You may not Access the Sites and may not accept these Terms and Conditions if You lack the legal capacity to enter into a binding contract with Us; are a person barred from Accessing the Sites under the laws of the Republic of South Africa or other countries including the country in which You are resident or from which You Access the Sites.

By Accessing the Sites and/or the Content, You represent and warrant that You are of full legal age or are emancipated or have your parent/guardian’s consent to enter into a contract, being these Terms and Conditions.

## **We may change aspects of the Sites**

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.

**You are free to stop Accessing the Sites at any time without notifying Us**



Content accessible through the Sites may not be appropriate for all users and while We take steps to monitor and remove objectionable Content, it remains solely your responsibility not to consume inappropriate Content or to prevent underage users from Accessing this Content where it is within your control to do so.

The Sites will contain Content that We, You and other Users create. Some of this Content will be directed to or appear on 3rd Party Websites (which may include the Social Networks). Your use of those 3rd Party Websites are subject to both these Terms and Conditions and the Terms and Conditions applicable to those 3rd Party Websites (which may include the Social Networks' Terms of Use, and in this regard, the Social Networks' Terms of Use shall be incorporated herein). You agree that it remains your obligation to familiarise yourself with the 3rd Party Websites Terms and Conditions (including, where appropriate, the providers' terms) and to comply with both them and these Terms and Conditions. In the event there is a conflict between these Terms and Conditions and a 3rd Party Websites terms of use (including, where appropriate, the Social Networks' Terms of Use), these Terms and Conditions shall prevail for the purposes of your Access to the Sites.

### **Interpretation**

These Terms and Conditions may contain a number of terms and phrases which have a specific meaning in this document.

In these Terms and Conditions, headings are for convenience only and shall not be used in its interpretation.

Any reference in these Terms and Conditions 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.

Unless We indicate to the contrary in these Terms and Conditions, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

### **Definitions**

The following expressions shall bear the meanings assigned to them below and related expressions shall bear corresponding meanings:



- "3rd Party Websites" means websites other than the Sites;
- "Access" when used in the context of a website (whether it be the Sites or a 3rd Party Website), means to visit, use, load in a web browser, mobile phone or similar software application or device or otherwise engage with a website;
- "Branded Sites" means YRI and Yum branded sites which includes YRI and Yum branded accounts, pages and websites hosted by or located on the Social Networks;
- "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 use of, the Sites;
- "the ECT Act" means the Electronic Communications and Transactions Act 25 of 2002;
- "Facebook" means Facebook Inc. as well as the social network located at <http://facebook.com>, as the context dictates;
- "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 the Sites;
- "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 Sites, as well as, all available information regarding marketing and promotion of the Goods and services described in these Terms and Conditions, as well as all and any modifications or improvements to any of them;
- "POPI Act" means the Protection of Personal Information Act 4 of 2013;
- "Post" means to upload, publish, transmit, share or store;
- "Promotional Competition Rules" means the general terms and conditions governing all YRI promotional competitions and which on this Website;
- "Properties" means properties or content on which advertisements are shown;
- "Remarketing Lists" means a list of User Cookies created or otherwise obtained by You and used in connection with remarketing or similar audiences;
- "Similar Audiences Lists" means a list of Users created by Google based on a Remarketing List for use in connection with similar audiences;
- "Social Networks' Terms of Use" means the terms and conditions governing the Social Networks' services and/or platforms from time to time;
- "RIC Act" means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002;
  
- "Social Networks" means online social networks, social media generally and similar communication tools including, but not limited to, blogs, Facebook and Twitter;
- "The Sites" means this Website and the Branded Sites ("Site" is a reference to any one of the Sites, as the context permits or indicates);
- "Terms and Conditions" means these Terms and Conditions of use, as amended from time to time;



- "Trademarks" means those trademarks We own (or which We are designated as beneficial owner of) and any other trademarks, 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;
- "Twitter" means Twitter Inc. as well as the social network and messaging platform tools accessible through <http://twitter.com>;
- "this Website" means KFC's website located at <http://kfc.co.za> and/or <http://www.kfc.co.za>;
- "You" means visitors to the Sites;
- "Us", "We", "Our" and "YRI" means Yum Restaurants International (Proprietary) Limited, a company with limited liability incorporated in accordance with the company laws of the Republic of South Africa (registration number 1994/003839/07), and the licensee for the KFC Trademark, system and system property in Africa;
- "User/s" means, in the context of Content or the Sites, anyone who accesses the Sites within the meaning of the term "Access" above;
- "Unique User" means a unique instance of a browser, application or similar technology;
- "User Cookie" means the User identifier (of which a cookie is one example) associated with a User for remarketing or similar audiences;
- "YRI Associates" means YRI's officers, servants, employees, agents, representatives or contractors or other persons in respect of whose actions YRI may be held to be vicariously liable;
- "Yum" means Yum! Brands, Inc., a company duly registered in the United States of America and the holding company of YRI, with the associated brands of Taco Bell, KFC and Pizza Hut.

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.

All annexures, addenda and amendments to these Terms and Conditions form an integral part of these Terms and Conditions and, therefore, our contract with You.

## **The Sites**

We operate the Sites as extensions of our information, education and marketing initiatives. Information about the Sites may be found on the Site concerned.

## **Registration**



You may be required to register on the Sites if You wish to Access the Sites. Registration is achieved using a registration form available on the Sites (where you register with the Social Networks to Access the Branded Sites You grant permission to the Social Networks to pass certain of your personal information to Us to enable You to Access the Sites). Registration with the Social Networks is subject to the Social Networks' Terms of Use.

When You register on the Sites You may be asked to select a user name and password which You will use to secure your account. Once registered You will be able to log into your account using your user name and your password or your relevant account information with your preferred authentication service.

In order to successfully complete the registration process, You may be required to submit information about yourself and your preferences to Us ("Registration Data"). The use of your Registration Data is dealt with in our Privacy Policy below, which, for the avoidance of doubt, forms part of these Terms and Conditions.

You warrant that the Registration Data is accurate, current and complete (this includes Registration Data We may receive from the providers). You will be denied Access to the Sites should You breach this warranty or subsequently be found to have breached this warranty.

We may take steps to verify your Registration Data once You have completed the requisite registration process using a verification email sent to your given email address. You agree to this verification process and irrevocably consent to Us gaining Access to relevant information held by 3rd parties (including, but not limited to the Social Networks) which may be required to reasonably complete the verification process. You acknowledge and agree that Access to the Sites may be limited until such time as the verification process has been successfully completed.

Should You not agree to the verification process as contemplated above or withhold your consent, your Access to the Sites, generally, may be suspended or terminated and You waive any claims You may have against Us, YRI Associates, Our officers, directors, employees, servants, agents and/or contractors arising out of Our denial of Access to You to the Sites.

You agree that the security of your account is solely your own responsibility. You further agree that:

- You are responsible for maintaining and promptly updating the Registration Data and any other information You provide Us with, thereby keeping it accurate, current and complete;
- if You believe that information or Content Posted to the Sites infringes on any person's rights in any way, You will notify Us immediately;



- if You believe the security of your registration on the Sites has been compromised in any way, You will notify Us (in the case of This Website) or the relevant provider (in the case of the Branded Sites) immediately;
- You shall be held fully responsible for any misuse or compromise to your account which We are not properly notified about; and
- if any security violations are believed to have occurred in association with your account, We reserve the right to suspend Access to your account pending an investigation and resolution.

The User warrants that all orders for Goods placed in relation to the Users account are made by the User or with the Users express consent and that the User will be responsible for the payment of any orders for Goods in respect of the User's account.

### **Users' code of conduct**

You may not Access the Content or the Sites for or in conjunction with any illegal, unlawful or immoral purposes or for purposes prohibited by these Terms and Conditions.

You may not frame the Sites in any way whatsoever except as permitted by the Sites' functionality (details may be found on the Sites concerned) or otherwise without our prior written permission. Recognising the global nature of the Internet, You agree to comply with all local laws, rules and regulations regarding your conduct on the Sites as well as the providers' terms.

You agree to adhere to generally acceptable Internet and email etiquette. In this regard, without being limited to the examples listed below, You agree not to:

- engage in any abuse of email or spamming, including, without being limited to – the Posting or cross-Posting of unsolicited Content with the same or substantially the same message to recipients that did not request to receive such messages; and inviting people who You may be connected to using 3rd party services (including, but not limited to the Social Networks) to Access the Sites where those people may not wish to receive such invitations or similar communications (in other words, make sure your contacts on other services are receptive to receiving invitations to joining Us and Accessing the Sites or other communications You send them from Us);
- engage in any activity intended to entice, solicit or otherwise recruit website users to join an organisation except where We expressly authorise such activities in writing;
- 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 through the Sites;



- use the Sites to Post 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;
- use the Sites to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of scam such as "pyramid schemes" and "chain letters";
- use the Sites in a manner that may infringe the intellectual property rights (for example copyright or trade marks) or other proprietary rights of others (including, but not limited to, the Intellectual Property);
- use the Sites in any manner which could damage, impair, overburden or disable the Sites or interfere with any other party's Access to the Sites;
- use the Sites to Post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- gather email 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;
- violate the privacy of any person or attempt to gain unauthorised Access to the Sites or any other network, including (without being limited to) through hacking, password mining or any other means; and/or
- otherwise use the Sites to engage in any illegal or unlawful activity.

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:

- without notice, suspend or terminate your Access to the Sites to the extent your Access to the Sites is within our control;
- hold You liable for any costs or damages We incur as a result of your misconduct; and/or
- notwithstanding our Privacy Policy referred to below, disclose any information relating to You, whether public or personal, to all persons affected by your actions.

### **Promotional Competitions**

We may conduct promotional competitions from time to time on one or more of the Sites. While those promotional competitions will have specific terms and conditions which apply to and govern those promotional competitions, the Promotional Competition Rules will apply to and govern all promotional competitions unless we specify otherwise in writing.

### **Licenses**

#### **Our license to You**





We grant You a personal, revocable, worldwide, royalty-free, non-commercial, non-transferrable and non-exclusive license to Access the Content on the Sites. This license is for the sole purpose of enabling You to Access the Sites, in the manner permitted by these Terms and Conditions. In the event We revoke this license, You may no longer Access the Sites or the Content on the Sites.

You may not (and You may not permit anyone else to) copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract the source code of the Sites or any part thereof, unless this is expressly permitted or required by law, or unless We have specifically told You that You may do so, in writing.

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 use the Sites or otherwise transfer any part of your rights to use the Sites.

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 trademarks, trade names and all 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.

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.

Caching (generally being storage of information/data for later use or Access) of the Sites shall only be permitted if:

- the purpose of caching is to make the onward transmission of the Content from the Sites more efficient;
- the cached Content is not modified in any manner whatsoever;
- the cached Content is updated at least every 12 (twelve) hours; and
- the cached Content is removed or updated when We so require.

### **Your license to Us**

We do not claim any ownership rights in the Content that You Post to the Sites. You retain any rights that You may already have in your Content when You Post your Content to or otherwise Access the Sites, subject to the limited license You grant to Us.

By Posting any Content on or through the Sites, You grant Us an irrevocable, non-exclusive, commercial, fully-paid, royalty free, transferrable and worldwide license to moderate, use, modify, delete from, add to, publicly perform, publicly display, reproduce, commercialise or otherwise distribute such Content on or through the Sites including without limitation, distributing part or all of the Sites or Content in any media



formats and through any media, partners' or affiliate channels and make use of the Content in our advertising campaigns.

The license You grant to Us means that:

- You are free to license your Content to anyone else in addition to Us;
- We may make commercial use of your Content or otherwise commercialise your Content;
- We are not required to pay You for the use of the Content You Post to the Sites;
- We are able to use our affiliates, sub-contractors and other partners (such as Internet Content delivery networks and wireless carriers) to grant Access to the Sites; and
- 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.

#### **General issues You should be aware of**

Because You can only lawfully license Content You have certain rights in, You represent and warrant that:

- You own the Content You Posted on or through the Sites or otherwise have the right to grant the license set forth in this section; and
- Posting your Content on or through the Sites does not violate the privacy rights, publicity rights, copyright, contractual rights or any other rights of any person or entity.

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 on or through the Sites.



## **Privacy Policy**

We shall take reasonable steps to protect your personal information. For the purposes of this clause "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000.

### **What We collect**

We may electronically collect, store and use personal information. If You don't consent to the collection and storage of Your personal information, please do not Access or register on the Sites. Before any of Your personal information is used, you will be asked to consent to these Terms and Conditions. This is in compliance with the POPI Act. By consenting to these Terms and Conditions You are also consenting to Us using your personal information as detailed below. This personal information includes, but is not limited to, the following:

- name and surname;
- date of birth;
- address and contact details including your –
- email address;
- country of residence;
- area or postal code;
- contact number;
- non–personal browsing habits and click patterns; and
- IP address.

### **What We do with your personal information**

We collect, store and use the personal information described in order to (but not limited to the following) –

- enable Us to provide the Goods and services offered on the Sites;
- enable You to create personal profile on the Sites and thereby Access the Sites;
- enable You to make use of the Sites in the manner described on the Sites, from time to time;
- enable other website users to find You on the Sites and connect to You;
- communicate requested information to You, for example through user alerts;
- communicate information to You regularly, for example through newsletters;
- compile and maintain the Sites and member database;
- register and/or authenticate Users of and/or visitors to the Sites;
- identify and take reasonable measures to prevent fraudulent uses of or Access to the Sites;
- compile non–personal statistical information about browsing habits, click patterns and Access to the Sites;
- attract advertisers by showing anonymised information about the database, for example demographics;



- track database size and growth; and
- track compliance of registrants and 3rd parties with these Terms and Conditions.

YRI only shares personal information with other companies or individuals outside of YRI in the following limited circumstances:

- YRI has your consent;
- YRI may provide such information to its subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on YRI's behalf. YRI requires that these parties agree to process such information based on its instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures; and
- YRI has a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Promotional Competition Rules, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to YRI's rights, property or safety or of its users or the public as required or permitted by law.

If YRI becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, YRI will ensure the confidentiality of any personal information involved in such transactions and notify you before personal information is transferred and becomes subject to a different privacy policy.

We may collect, maintain, save, compile, share, disclose and sell Your personal information subject to the following:

- We shall not disclose Your personal information unless You consent to this (by agreeing to this Privacy Policy You consent to what personal information We collect from You and what We do with it as described in this Privacy Policy);
- We shall disclose the information without your consent only where We are compelled to do so by law; and
- We may compile, use and share any of the information that does not relate to a specific individual.

### **Opting out**

The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by Users.

By accepting the Terms and Conditions, You agree to YRI, Our Franchisee, agents and 3rd party service providers sending you information about Goods, special products and services in the future. You may elect to change this choice in the future by contacting Us with this request, although it may also be



necessary to contact any other organisations which have obtained your information to indicate your choice at this stage.

Cookies are pieces of information that a website transfers to your computer's hard disk for record keeping purposes. Most web browsers are set to accept cookies (You can determine how your web browser manages cookies by taking advantage of its cookie management settings). Our Sites use cookies to keep track of what You have purchased. We also use cookies to deliver content specific to your interests, to save your password so you do not have to re-enter it each time you visit This Website, and for other purposes relating to your transactions on this Website. Cookies also help us estimate Our number of Unique Users and determine overall traffic patterns through this Website. If You do not wish to receive any cookies You may set your browser to refuse cookies. However, this may mean You will not be able take full advantage of YRI's services.

You may request details of your personal information which We collect, store and use. The process You should follow is detailed in our Promotion of Access to Information manual, details of which are set out below.

Personal information collected from You may be deleted from the Sites and member databases when your account on the Sites are terminated for any reason.

In the event that your personal information is inaccurately or incompletely reflected on the Site, You agree that it is your responsibility to notify Us of this fact and to supply Us with the accurate or complete information to enable Us to address your concerns.

### **Remarketing**

Kfc.co.za uses all features of Analytics for "Display Advertisers" this allows us to collect certain information and to provide visitors (You) with tailored information upon each visit. This includes obtaining specific visitor cookie data, such as the source, medium and keyword used to visit this Website. Google Analytics however does not store any visitor specific data and We will not use visitor specific data in any way related to Analytics, Google Adwords, and Remarketing. Cookies are a common part of many commercial websites that allow small text files to be sent by a website, accepted by a web browser and then placed on your hard drive as recognition for repeat visits to the site. Every time You visit this Website, Our servers, through cookies, pixels and/or GIF files, collect basic technical information as described.

You do not need to enable cookies to visit this Website; however, some parts of this Website and some services may be more difficult or impossible to use if cookies are disabled. We may also use cookies on this Website to identify an index key with Our e-cards (online postcards). The web servers may also automatically identify your device by identifiers like IP or MAC addresses. We may use this information for



a variety of business purposes, including to analyse trends, administer this Website, track Users' and Unique Users' movements and gather broad demographic information for aggregate use.

Kfc.co.za uses remarketing with Adwords and Analytics to display content specific advertisements to visitors that have previously visited this Website when those visitors go to other websites that have the Display Network implemented.

Kfc.co.za and other third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies together to inform, optimize, and serve ads based on visitor's past visits to Our Website.

We take our Users' privacy very seriously. We feel that certain personal information should always be kept private, so We have developed restrictions around the types of ads where We don't allow remarketing. When creating remarketing lists, We cannot use any sensitive information about Users. This includes information such as their financial status, sexual orientation, and other sensitive categories.

As Adwords advertisers, We are restricted from and will not perform the following actions:

(a) Running ads that collect Personally Identifiable Information (PII) including, but not limited to, email addresses, telephone numbers, and credit card numbers; and

(b) Creating a remarketing list or creating ad text that specifically targets Users in ways that are outlined as "prohibited" in the categories below.

**Visitors/Users can opt out of Analytics for Display Advertisers and opt out of customised Google Display Network ads by visiting the Ad Preferences Manager**

### **Creation, migration and use of Remarketing Lists**

We must have all rights necessary to create or otherwise obtain Remarketing Lists, migrate Remarketing Lists to, and use Remarketing Lists or Similar Audience Lists on the Properties. Google will not allow another advertiser to use your information in the Remarketing Lists or Similar Audiences Lists without your consent.

### **Software and equipment**

It is your responsibility to acquire and maintain, at your own expense, the computer hardware, software, communications infrastructure and Access accounts required to Access the Sites.

## **LIABILITY**

### **DISCLAIMERS AND LIMITATION OF LIABILITY**

(“WE” AND “US” IN THE CONTEXT OF THIS DISCLAIMER AND LIMITATION OF LIABILITY INCLUDES YRI, THEIR AFFILIATED COMPANIES AND SUBSIDIARIES)



YOUR USE OF AND RELIANCE ON THE SITES IS ENTIRELY AT YOUR OWN RISK. THE SITES ARE PROVIDED "AS IS".

ALTHOUGH WE TAKE STEPS TO VERIFY INFORMATION PRESENTED ON OR THROUGH THE SITES, WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION CONTAINED IN, DISPLAYED ON, LINKED TO OR DISTRIBUTED THROUGH THE SITES OR THE CONTENT OTHER USERS MAY PUBLISH TO THE SITES. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS ON THE SITES WITHOUT NOTICE TO YOU.

INFORMATION, IDEAS AND OPINIONS EXPRESSED ON OR THROUGH THE SITES SHOULD NOT BE REGARDED AS PROFESSIONAL ADVICE OR OUR OFFICIAL OPINION AND YOU ARE STRONGLY ADVISED TO SEEK PROFESSIONAL ADVICE BEFORE ACTING ON SUCH INFORMATION.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THE IMPLIED WARRANTIES THAT THE CONTENT PUBLISHED TO THE SITES (OR THE SITES THEMSELVES, FOR THAT MATTER) IS FIT FOR ANY PURPOSE OTHER THAN AS A REFERENCE WORK IN RESPECT OF THE CONTENT PROVIDED ON THE SITES.

WHILST WE TAKE REASONABLE PRECAUTIONS IN OUR OPERATION OF THE SITES, YOU AGREE THAT NEITHER WE OR YRI'S ASSOCIATES SHALL BE LIABLE IN RESPECT OF ANY LOSS, DAMAGE OR DAMAGES HOWEVER ARISING AND WHATEVER THE CAUSE, IN PARTICULAR PURSUANT TO AND IN FURTHERANCE OF THESE TERMS AND CONDITIONS, YOUR ACCESS TO THE SITES OR FROM YOUR INABILITY TO ACCESS THE SITES.

WE WILL USE REASONABLE ENDEAVOURS TO MAKE THE SITES AVAILABLE TO YOU AND KEEP THE SITES AVAILABLE TO YOU AT ALL TIMES. HOWEVER, YOU AGREE THAT WE SHALL NOT BE LIABLE IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE UNAVAILABILITY OF, ANY INTERRUPTION IN OR YOUR ACCESS TO THE SITES (EITHER IN PART OR AS A WHOLE) FOR ANY REASON WHATSOEVER.

IN THE EVENT THAT WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO THE USER OR ANY THIRD PARTY IN ANY CIRCUMSTANCES IS LIMITED COLLECTIVELY TO R5 000.00 (FIVE THOUSAND RAND).

## **INDEMNITY**



YOU HEREBY INDEMNIFY US AND YRI'S ASSOCIATES FROM ANY LOSS, DAMAGES, LIABILITY, CLAIM OR DEMAND DUE TO OR ARISING OUT OF YOUR USE OF THE SITES OR BREACH BY YOU OF THESE TERMS AND CONDITIONS.

WE ARE NOT RESPONSIBLE FOR FILES AND DATA RESIDING ON YOUR ACCOUNT OR FOR ANY CONTRIBUTIONS YOU MAY HAVE MADE TO THE SITES. YOU AGREE TO TAKE FULL RESPONSIBILITY FOR FILES AND DATA TRANSFERRED AND YOUR CONTENT AS WELL AS TO MAINTAIN ALL APPROPRIATE BACKUP OF FILES AND DATA STORED ON OUR SERVERS.

### **Rights infringement**

If You are of the view that your rights have been infringed through the unlawful use of the Sites by registrants or 3rd parties, You may address a complaint to Us which satisfies the following requirements and/or contains the following information:

- the full names and address of the complainant;
- the written or electronic signature of the complainant;
- identification of the right that has allegedly been infringed;
- identification of the material or activity that is claimed to be the subject of unlawful activity;
- the remedial action required to be taken by the service provider in respect of the complaint;
- telephonic and electronic contact details, if any, of the complainant;
- a statement that the complainant is acting in good faith; and
- a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct.

Please either contact Us on the Sites or address your communications to:

- Email address: [kfccustomer@care.dsg.co.za](mailto:kfccustomer@care.dsg.co.za)
- Customer care line: 0860 100 222
- 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 Sites and/or suspension or termination of the offending registrant or third party.





- We reserve Our rights to take further action should any offensive language or defamatory comments be directed to YRI or the YRI Associates or the brand in general.

### **DEALINGS WITH 3RD PARTIES**

LINKS TO AND FROM THE SITES AND TO OTHER WEBSITES BELONGING TO OR OPERATED BY 3RD PARTIES ("LINKED WEBSITES") DO NOT CONSTITUTE OUR ENDORSEMENT OF SUCH LINKED 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 3RD PARTY.

WE HAVE NO CONTROL OVER LINKED WEBSITES AND YOU AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, INFORMATION, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH LINKED 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 LINKED WEBSITES. YOU AGREE THAT WHERE YOU ACCESS LINKED WEBSITES, YOU DO SO ENTIRELY AT YOUR OWN RISK.

YOUR INTERACTION, CORRESPONDENCE OR BUSINESS DEALINGS WITH 3RD PARTIES WHICH ARE REFERRED TO OR LINKED FROM OR TO THE SITES IS SIMILARLY ENTIRELY AT YOUR OWN RISK AND ARE SOLELY BETWEEN YOU AND SUCH 3RD PARTY INCLUDING THE ACQUISITION, DISPOSAL, PAYMENT AND DELIVERY OF ANY GOODS OR SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH INTERACTION, CORRESPONDENCE OR BUSINESS DEALINGS.

### **Arbitration**

If any dispute arises between Us regarding any provision of these Terms and Conditions, or its application or termination, then We agree that We will attempt to resolve our dispute informally by means of joint co-operation or discussion between the parties directly involved in the dispute within 5 days after that dispute arises or such extended time period as We may agree to with You.

In the event that We are unable to informally resolve our dispute, that dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation. Arbitration proceedings shall take place in Johannesburg.



To the maximum extent permissible by applicable law:

- this clause shall constitute your irrevocable consent to the arbitration proceedings, and You shall not be entitled to withdraw your consent or to claim that You are not bound by this clause. We may, at Our discretion, waive this clause and permit Our dispute to be resolved using an alternate dispute resolution process;
- Any award that may be made by the arbitrator:
  - shall be final and binding;
  - will be carried into effect; and
  - may be made an order of any court to whose jurisdiction the parties to the dispute are subject.

Notwithstanding the afore-going, nothing in this clause shall be construed as precluding either party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause.

This clause is severable from the rest of this agreement and shall therefore remain of full force and effect even if this agreement is terminated or cancelled for any reason at any time.

### **Governing law and jurisdiction**

This Website is controlled and maintained from our facilities in the Gauteng province of the Republic of South Africa. You irrevocably agree that the law of the Republic of South Africa shall govern This Website and these Terms and Conditions.

You consent to the jurisdiction of the High Court of the Republic of South Africa, Gauteng Provincial Division held at Johannesburg, South Africa in respect of disputes which may arise out of your Access to This Website and these Terms and Conditions.

To the maximum extent permitted by applicable law, You also irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court (in the event that We exercise proceedings in such Court) even though the value of a claim which We may have against You may exceed the ordinary monetary jurisdiction of the Magistrates Court.

### **Legal service of documents and notices**

We choose the addresses below for all communication purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature.

We may monitor your communications.



Subject to the provisions of the RIC Act, You agree to permit Us to intercept, block, filter, read, delete, disclose and use all communications You send or Post to or using the Sites and/or to Our staff and/or employees.

You agree and acknowledge that the consent You provide above satisfies the "writing" requirement specified in the ECT Act and in the RIC Act.

### **Severability**

Any provision in these Terms and Conditions 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 pro non scripto (as if it were not written) and severed from these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions.

### **Termination**

If You breach any of these Terms and Conditions, We may immediately, automatically and without notice to You, terminate your Access to the Sites, and/or prohibit your future Access to the Sites, and/or take appropriate legal action against You (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to You of any nature whatsoever and howsoever arising, and all of Our rights in this regard are expressly reserved.

### **Disclosures required by the ECT Act**

Access to the Content on or through this Website and this Website itself 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:

Our full name: Yum Restaurants International (Pty) Ltd

Registration number: 1994/003839/07

Street address:

Yum Restaurants International (Pty) Ltd  
Block C  
Nicol Main Office Park  
4 Bruton Road  
Bryanston  
2021

Postal address:

Yum Restaurants International (Pty) Ltd



P O Box 71105

Bryanston

2021

Gauteng

South Africa

Physical address for receipt of legal service:

Yum Restaurants International (Pty) Ltd

Block C

Nicol Main Office Park

4 Bruton Road

Bryanston

2021

Attention: Chief Legal Officer

Main business: Quick service restaurants

Website address: [www.kfc.co.za](http://www.kfc.co.za)

Official email address: [kfccustomer@care@dsg.co.za](mailto:kfccustomer@care@dsg.co.za)

Governing Terms and Conditions: These Terms and Conditions.

Manual in terms of the Promotion of Access to Information Act 2 of 2000: May be requested from official email address.

Directors: Douglas Smart, Joseph Call and Tanya van Schalkwyk.

Costs associated with the Access to and use of this Website: There are no costs associated with Access to this Website.

Dispute resolution: See clause above.

Cooling off period: The cooling off rights under section 44 of the ECT Act does not apply in terms of section 42 (C) of the ECT Act insofar as the electronic transaction applies to the supply of foodstuffs, beverages and other goods intended for everyday consumption supplied to the home, residence or workplace of the consumer.



Complaints process: See clause above.

### **General terms**

You agree that:

- You are bound by these Terms and Conditions;
- this agreement shall be deemed to have been concluded in Johannesburg at the time You Access the Sites for the first time;
- data messages addressed by You to Us shall be deemed to have been:
  - received if and when responded to;
  - sent by You within the geographical boundaries of the Republic of South Africa;
- You shall be deemed to have been received data messages We address to You as detailed in section 23(b) of the ECT Act;
- electronic signatures, encryption and/or authentication are not required for valid electronic communications between You and Us;
- as well as warrant that data messages that You send to Us from a computer, IP address or mobile device normally used by You, was sent and/or authorised by You personally.

These Terms and Conditions constitute the whole agreement between You and Us relating to your Access to and use of the Sites.

No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms and Conditions which We may show, grant or allow You shall operate as an estoppel against Us in respect of its rights under these Terms and Conditions 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 its rights against You which may have arisen in the past or which might arise in the future.

Nothing in this agreement shall create any relationship of agency, partnership or joint venture between You and YRI and You shall not hold itself out as the agent or partner of YRI or as being in a joint venture with YRI.