



**KFC YUMMY HOOD**

**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.**

**Yum Restaurants International (Pty) Ltd**

### **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 the 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@dsg.co.za](mailto:kfccustomer@kfc.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.