WEBSITE TERMS AND CONDITIONS OF USE

1) Any use by you of the website operated at www.tigerbrands.com is conditional upon your acceptance of these Terms & Conditions, including our Privacy Statement. We reserve the right to amend these Terms & Conditions from time to time without notice and at our discretion. It is Your responsibility periodically to review this page for updates to these Terms & Conditions, which shall come into effect once posted. Your use of the Site will be deemed acceptance of these Terms & Conditions, including our Privacy Statement.

2) If You do not accept these terms & conditions, please immediately desist from accessing the site.

3) This Site is made available by Tiger Consumer Brands Limited and its subsidiaries, affiliates, parent companies and any of their related businesses are referred to in these Terms & Conditions as "we", "us" or "our".

4) **Rights** - all rights in all material and content (including, but not limited to, text, images, web pages, sound, software (including, code, interface and website structure) and video, and the look and feel, design and compilation thereof) at this Site are owned by us or our licensors. You agree that You are permitted to use this material and/or content only as set out in these Terms & Conditions or as otherwise expressly authorised in writing by us or our licensors, and that You may not otherwise copy, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of such material or content.

5) **Intellectual Property** - We are the owner and/or authorised user of all trademarks, service marks, designs, patents, copyrights, database rights and all other intellectual property appearing on or contained within the Site, unless otherwise indicated. Except as provided in these Terms & Conditions, use of the Site does not grant You any right, title, interest or license to any such intellectual property You may access on the Site. Except as provided in these Terms & Conditions, any use or reproduction of the intellectual property is prohibited.

6) **Copying** - You may view this Site and You are welcome to print hard copies of material on it solely for Your lawful, personal, non-commercial use. All other copying, whether in electronic, hard copy or other format, is prohibited and may breach intellectual property laws and other laws world-wide. Furthermore, You are not entitled to reproduce, transmit, publicly perform, distribute, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of such material, or use it for commercial purposes, without our prior written consent. All other rights are reserved.

7) **Terms of Use and Acceptable Usage Policy Relating To Message Boards** - This Site may contain discussion groups, news groups, bulletin boards, chat rooms and other interactive services (collectively, "Message Boards"). We may or may not actively monitor use of, or content or materials posted on, our Message Boards. Similarly, we may or may not exercise editorial control over the content of any Message Board. As a result, You may be exposed to content on our Message Boards that is inaccurate, fraudulent or deceptive or that You find offensive or objectionable. Your use of Message Boards is at Your own risk.

    a) We reserve the right, but not the obligation, to monitor our Message Boards and to remove or alter any content, which, in our sole discretion, constitutes a misuse thereof these, and may restrict, suspend or terminate Your use of these services or the Site where we believe that there has been such a misuse. The following examples constitute a misuse of our Message Boards:

(i) using the services for any improper, unlawful or immoral purpose, causing any nuisance by Your use of the services or causing the operation of the services to be jeopardised or impaired using the services to create, host or transmit (whether in a Message Board or otherwise) any defamatory, offensive, or obscene material or engaging in activities which would cause offence to others on grounds of race, religion, creed or sex;
(ii) using the services to harm, or attempt to harm, minors in any way;
(iii) using the services to create, host or transmit any material that threatens or encourages bodily harm or the destruction of property or would constitute a criminal offence or give rise to civil liability;
(iv) using the services to create, host or transmit material which infringes the copyright, trademark, patent, trade secret, privacy, publicity or other intellectual property or proprietary rights of any other party;
(v) using the services to create, host or transmit unsolicited advertising material to other users;
(vi) using the services to create, host or transmit any material that harasses another;
(vii) using the services to make false, misleading, deceptive or fraudulent offers to sell or buy products, items or services or to send chain letters or pyramid schemes and the like adding, removing or modifying identifying network header information or copyright management information including author names, publication dates or clearance agency names in an effort to deceive or mislead;
(viii) using the services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, our or a third party's security measures, computer software, hardware, electronic communication system, or telecommunications systems;
(ix) using the services to collect, or attempt to collect, personal information about third parties without their knowledge or consent or to engage in screen scraping, database scraping or any other activity with the purpose of obtaining lists of users or other data;
(x) using the services for any activity which adversely affects the ability of other people or systems to use the services or the internet generally, including, without limitation, flooding and hacking;
(xi) reselling, repurposing or redistributing any services provided by us our contractors or our licensees without our prior written consent; or impersonating any person or entity or using a false name that You are not authorised to use;
(xii) encouraging, condoning or glamorising under-age drinking, drunk-driving or excessive consumption of alcoholic beverages; and/or
(xiii) disclosing any personally identifiable information about Yourself or any other party e.g. telephone
(xiv) number, geographic address or any other information from which an individual's identity or contact information can be derived)

b) This list only serves to provide examples and is not meant to be an exhaustive list of the type of unacceptable uses of the Message Boards that may result in the restriction, suspension or termination of Your use of the Message Boards or of our Site. Due to the global nature of the internet, users hereby agree to comply with all local rules regarding on-line conduct and acceptable content. Users also agree to comply with any applicable rules regarding the export of any data from any country.

c) Any content, information or material posted to a Message Board ("Postings") will be deemed not to be confidential or secret. You understand that personal and other information (e.g. username, email address, phone number) that You post on or through Message Boards is generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. You should not include any personally identifiable about Yourself or any other person in any posting. We reserve the right, but not the obligation, to remove any postings that contain personally identifiable information. We shall not be liable for the use or misuse of any information or data, including personal information that You post on our Message Boards.

d) You represent and warrant that Your postings are original to You, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory or otherwise unlawful, that no other party has any rights thereto, and that any "moral rights" in Your Postings have been waived, and You grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully

transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Postings (in whole or part) and / or to incorporate them in other works in any form, media, or technology now known or later developed.

e) We are not responsible for maintaining Your Postings and we may delete or destroy them at any time. Content, information and materials posted by users to message boards are not endorsed by us. It is Your responsibility to evaluate and confirm the accuracy of information provided by other users on or through message boards. The opinions expressed in Message Boards are not necessarily ours. Any statements, advice and opinions made by participants are those of such participants only. We shall not be held responsible for any statements, advice, opinions or other content or materials on Message Boards.

f) We may enable You to establish an account with a username and password to access and use the Message Boards. If so, You are responsible for maintaining the strict confidentiality and integrity of Your account password, and You are responsible for any activity under Your account and password. You agree to (a) immediately notify us of any unauthorized use of Your password or account or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. It is Your sole responsibility to control the dissemination and use of Your password, control access to and use of Your account, and notify us when You desire to cancel Your account. We will not be responsible or liable for any loss or damage arising from Your failure to comply with this provision.

8) No warranties - this site is provided "as is," and Your use thereof is at Your own risk. We, our officers, directors, employees, agents and assigns, disclaim, to the fullest extent permitted by law, all express and implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not warrant that the site will be free from viruses. although we take reasonable steps to secure the site, You acknowledge that the internet is not a completely secure medium and we make no warranties, express or implied, that any information or materials You post on or transmit through the site will be safe from unauthorized access or use. If You are dissatisfied with the site, Your sole remedy is to discontinue using the Site.

9) Third Party Goods and services - We do not vouch for those persons, companies and other organisations whose goods or services may be accessed or displayed through or on the site.

10) **Your responsibility** - You should always verify the information set out in this Site with independent authorities before acting or relying on it. It is Your responsibility to use virus checking software on any material downloaded from this Site and to ensure the compatibility of such software with Your equipment.

11) In circumstances where You provide us with information relating to any third parties, You warrant that You have received that third party's consent in relation to such disclosure and that the third party has been informed of, and agrees to, our Privacy Statement and the uses which we may make of such information.

12) **No liability** - to the fullest extent permitted by law we, our officers, directors, employees, agents and assigns, hereby disclaim all liability for any loss, cost or damage (direct, indirect, consequential ,or otherwise) suffered by You as a result of Your use of the site or from any computer virus transmitted through the site, or other sites accessed from this site, whether such loss, cost or damage arises from our negligence or otherwise and even if we are expressly informed of the possibility of such loss or damage. In no event shall our total liability to You for all proven damages, costs, losses and causes of action in the aggregate (whether in contract, tort, including but not limited to negligence, or otherwise) arising from the terms and conditions, including our privacy statement, or use of the site exceed, in the aggregate, (ZAR) R700.00.

13) Materials submitted by You - Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from You through the Site, any of its services, by email, or in any other way. Any information or material submitted by You, and which has not been specifically requested by us, will be deemed not to be confidential, secret or proprietary. You agree that any information or materials submitted by You to this Site,

whether ideas, creative concepts or other materials, may be used, reproduced and disclosed by us without restriction for whatever purpose we deem fit and without payment of any sum or acknowledgement of You as their source. You also warrant that any "moral rights" in posted materials have been irrevocably waived by the appropriate authors. We shall have no liability for any loss or damage suffered by You as a result of use or disclosure of such materials by us to the extent permitted by law. This paragraph does not affect any rights You may have under data privacy laws that protect Your personal information or similar privacy laws, to the extent that such rights cannot be excluded.

14) User Information - In the course of Your use of the Site, You may be asked to provide personal information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to such User Information are set forth in the Site Privacy Statement, which Privacy Statement is incorporated into these Terms & Conditions by reference. You acknowledge and agree that You are solely responsible for the accuracy and content of the User Information.

15) Links from and to the Site - You acknowledge and agree that we have no responsibility for the information provided by Web sites to which You may link from this Site ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with us of such sites or the content, products, advertising or other materials presented on such sites. We have no control over these Linked Sites and do not edit or monitor them. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage, loss or cost caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

16) **Indemnity** - You will indemnify us against any loss, damage or cost incurred by us arising out of Your use of the Site, any of its services or any information accessible over or through the Site, including information obtained from linked sites, Your submission or transmission of information or material on or through the Site or Your violation of these Terms & Conditions or any other laws, regulations and rules. You will also indemnify against any claims that information or material which You have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that You will fully cooperate with us in any such defences.

17) Restriction, Suspension and Termination - We may restrict, suspend or terminate Your access to the Site and/or Your ability to avail of any of the services on the Site, including interactive services, if we believe that You have breached these Terms & Conditions at any time. Any such restriction, suspension or termination will be without prejudice to any rights which we may have against You in respect of Your breach of these Terms & Conditions. We may also remove the Site as a whole or any sections or features of the Site at any time. Please note that we have the ability to trace Your IP address and if necessary, contact Your ISP in the event of a suspected breach of these Terms & Conditions.

18) These Terms & Conditions, including our Privacy Statement, constitutes the entire agreement between You and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements and understandings whatsoever between us. To the extent that software is available through the Site, such software may be subject to a license agreement that is distributed or included with such software, and You agree to abide by the terms and conditions of any such license agreements. The failure by us to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect.

19) Copyright And IP - We respect the intellectual property rights of others and require that the people who use the Site do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please forward the following information to our address below:

- Your address, telephone number, and email address
- A description of the copyrighted work that You claim has been infringed o A description of the alleged infringing activity and where the alleged infringing material is located
- A statement by You that You have a good faith belief that the disputed use is not authorised by You, the copyright owner, its agent, or the law
- An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; and
- A statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright owner or authorised to act on the copyright owner's behalf.

20) Tiger Brands may be contacted at:
Tiger Consumer Brands Limited
The Company Secretary 3010
William Nicol Drive
Bryanston
Gauteng
2191
Tel: 011 840 3000

21) **Law and Jurisdiction -** These Terms & Conditions, including the Privacy Statement and any matter relating to this Site, shall be governed by South African law and the General Data Protection Regulations (GDRP) of the European Union. To the extent that software is accessible through this site, such software may be subject to export, re-export and/or import controls imposed by any other jurisdiction and may not be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country to which the South Africa has placed an embargo. If You download or use the software, You represent and warrant that You are not located in, or under the control of, or a national or one any such country or on any such list.