

## TERMS AND CONDITIONS FOR ONLINE SHOPPING ON DSTV WEBSITE

**(PLEASE NOTE IN PARTICULAR THE CLAUSES IN THESE TERMS AND CONDITIONS WHICH ARE IN RED AND BOLD, WHICH MIGHT LIMIT OUR RISK OR LIABILITY, REQUIRE YOU TO INDEMNIFY US OR TO ASSUME RISK AND LIABILITY FOR CERTAIN ISSUES, OR TO ACKNOWLEDGE CERTAIN FACTS)**

### Definitions and interpretation

1 In these Terms and Conditions the following terms will have the following meanings:

- 1.1 "Affiliate/s" in relation to MultiChoice, means any person which is –
  - 1.1.1 controlled by MultiChoice;
  - 1.1.2 controls MultiChoice; or
  - 1.1.3 is under common control with MultiChoice.
- 1.2 "Applicable Laws" means provisions of any South African law applicable to these terms and conditions.
- 1.3 "CPA" means Consumer Protection Act, 2008
- 1.4 "ECTA" means the Electronic Communications and Transactions Act, 2002.
- 1.5 "MultiChoice", "we" or "us" means MultiChoice Proprietary Limited (registration number 1994/009083/07), or MultiChoice Support Services Proprietary Limited (registration number 2007/014131/07), other affiliates and their successors in title.
- 1.6 "Standard delivery period" means delivery within two (2) to six (6) working days, between 8am and 5pm.
- 1.7 "these Terms and Conditions" means the terms and conditions set out in this document, as amended from time to time.
- 1.8 "User" or "you" means a person who accesses or uses the Website.

- 1.9 "Website" means www.dstv.co.za.
- 2 Any reference in the Terms and Conditions:
  - 2.1 to the singular includes the plural and vice versa; and
  - 2.2 to one gender includes the other gender.

### **Application**

- 3 These Terms and Conditions apply to your use of the Website for online shopping.
- 4 These Terms and Conditions are in addition to:
  - 4.1 Terms of Use of MultiChoice Group websites.
  - 4.2 MultiChoice Subscriber Standard Terms and Conditions; and
  - 4.3 Relevant terms and conditions applicable to various products or services available for sale and marketed on the Website.
- 5 The terms and conditions referred to in clause 4 are available on <https://www.dstv.co.za/legal/terms-and-conditions/>
- 6 In the event of a conflict between these Terms and Conditions and those referred to clause 4, these Terms and Conditions shall prevail.
- 7 By accessing and using the Website, you confirm that you have read and understood all terms and conditions referred to in clause 4.
- 8 No provision in these Terms and Conditions is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the ECTA and the CPA or any other Applicable Laws.

## **Access and Use of the Website**

- 9 You may access and use the Website either as a registered or a guest user.
- 10 You do not have to register in order to access and browse the Website. However you will be required to register on the Website if you intend purchasing any of the products marketed on the Website. You can register by following instructions provided on the Website.
- 11 **When registering on the Website, you will be required to provide your personal information, including email address and a password, which will be used as your username and password for the Website. Your personal information will be protected in accordance with our Privacy Policy.**
- 12 **Please keep your username and password private and secure, as MultiChoice accepts no liability for any damages suffered or losses incurred from the use or misuse of your account.**

## **Product descriptions**

- 13 MultiChoice attempts to be as accurate as possible in providing relevant information about products and services available on the Website. **However, MultiChoice does not warrant that product descriptions or any other content on the Website is always accurate, complete, current, or error-free.**
- 14 You are entitled to return the product for a refund, in accordance with clause 30, should the description provided on the Website be inaccurate

## **Pricing**

- 15 We shall take all reasonable efforts to ensure that prices appearing on the Website are accurate. **However, MultiChoice does not warrant that information regarding product prices will always be accurate and error free.**
- 16 **If the correct price of the product is higher than price stated on the Website, we will, at our discretion, either contact you for instructions before**

**shipping your product or cancel your order and notify you of such cancellation.**

- 17 **In the event of cancellation of the order, you will be fully refunded the purchase price if you had already paid.**

### **Delivery of Products**

- 18 MultiChoice offers 2 (two) methods of delivery of products to you. You may elect delivery via:

18.1 **Courier** - We deliver directly to your home or office in South Africa, unless unless your address falls within the areas we are unable to deliver to, in which case, we will let you know in accordance with clause 19.

18.2 **Collection** - you can choose to collect from a MultiChoice Service Centre near you. List of MultiChoice Service Centres are available on our website.

- 19 We will deliver the product to you at the address provided by you. We only deliver products to physical addresses. **Please note that it might not be possible for us to deliver to some areas. If this is the case, we will inform you when you place your order or immediately thereafter and arrange for cancellation of the order or delivery to an alternative address.**

- 20 On delivery of the product, you may be required to sign for delivery. **You agree to inspect the product for any obvious faults defects or damage before you sign for delivery.**

- 21 **All risks in the product shall pass to you upon delivery.**

- 22 We will make **three (3) delivery attempts** at the address provided by you. If the third attempt at delivery is unsuccessful because you were not available to accept delivery or you refuse to take delivery, then (without affecting any other right or remedy available to us) we may do either of the following:

- 22.1 charge you for our reasonable storage fee and other costs reasonably incurred by us; or
- 22.2 immediately cancel the contract, in which case we will refund to you any money already paid to MultiChoice for the product, less our reasonable administration charges (including for attempting to deliver and then returning the product).
- 23 In the case of collections, products should be collected from the MultiChoice Service Centre identified during the order, within 14 days of the date of purchase, failing which the order will be cancelled and purchase price fully refunded to you.

### **Extended Delivery times**

- 24 During periods of high order volumes, the delivery periods may be longer than the stipulated standard delivery period. In those instances, we will alert you of this at checkout and give you the opportunity to cancel your order.

### **Delayed / cancelled orders**

- 25 **Most orders are dispatched on time but unfortunately, unexpected delays can occur and we may not be able to dispatch items within standard delivery. Products may run out of stock or be discontinued without warning, and we may not be able to fulfil orders for those products. We will do our best to keep you informed of any unexpected delays, stock shortages or discontinued items.**
- 26 If we are not able to dispatch or deliver the product to you within the standard delivery period, you may refuse the delivery, cancel your order or return the product to us, and we shall refund you in full.

### **Payment**

- 27 We and our service providers are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 28 Payment can be made for products via –

- 28.1 **Debit card:** where payment is made by debit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the products will be cancelled. You warrant that you are fully authorised to use the debit card supplied for purposes of paying the products. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
- 28.2 **Credit card:** where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation, your order for the products will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the products. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
- 28.3 **Direct bank deposit or electronic funds transfer:** if you pay via direct bank deposit or electronic funds transfer, payment must be made **within 5 (five) days** of placing your order. MultiChoice will not accept your order if payment has not been received.
- 28.4 You may contact us via our call centre to obtain a full record of your payment. We will also send you email communications about your order and payment.
- 28.5 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 products.

## Cooling-off Period and Returns Policy

- 29 Should you change your mind about the product, you are entitled to return it for a full refund within 7 (seven) working days of delivery, provided it is returned:
- 29.1 In its original condition;
  - 29.2 In its working order;
  - 29.3 With its original packaging.
- 30 Should you decide to return your product in accordance with clause 29, you may:
- 30.1 Return the product to MultiChoice centre near you; or
  - 30.2 Contact MultiChoice contact centre within 7 (seven) days to arrange for collection of the product.
- 31 **MultiChoice may refuse to accept the product if it does not meet the conditions set out in sub-clauses 29.1 to 29.3**
- 32 The cooling-off period referred to in clause 29 may be extended at MultiChoice's discretion.
- 33 Should you wish to return the product outside the cooling-off period, provisions relating to Warranty will apply.

## Implied Warranty (Section 56 of the CPA)

- 34 We draw your attention to the implied warranty of quality of products in accordance with section 56 of the CPA, in terms of which, if the product is defective, malfunctions or is unsafe, you may, within six months of the delivery of the product, return it to us, without penalty and at your election, for:
- 34.1 Repairs or replacement; or
  - 34.2 Refund of the purchase price.
- 35 MultiChoice will repair or replace the failed, unsafe or defective product or refund you the purchase price that you have paid. We reserve the right to send the product for a technical assessment to determine what the cause of the defect is.
- 36 You will lose your right to claim if the defect is caused by:

- 36.1 Damage caused by lightning or power surges.
  - 36.2 Damage caused by misuse or abuse of the products.
  - 36.3 Products being used for a purpose other than the purpose for which they were manufactured.
  - 36.4 Products used contrary to their instruction manuals.
  - 36.5 Accidental damage.
- 37 In the event of a product being returned in terms of clause 33, you may return product to MultiChoice centre near you or contact MultiChoice contact centre to arrange for collection of the product from you.

### **Manufacturer's Warranty**

- 38 In addition to the implied warranty referred to in clause 33, all products sold on the Website carry their full manufacturer's warranty as stipulated, unless otherwise specified.
- 39 With respect to the manufacturer's warranty, you are entitled to have the product replaced subject to the terms of the warranty if the period of the warranty has not expired and you are not in breach of the relevant terms and conditions thereof.
- 40 Defective products under the manufacturer's warranty as contemplated in clauses 36 may be returned to MultiChoice service centre near you.

### **Amendment of the these Terms and Conditions**

- 41 MultiChoice may, in its sole discretion, suspend or terminate the operation of the Website at any time without prior notice.
- 42 We may amend these Terms and Conditions from time to time without notice. Any amendments will take effect immediately on posting of the amendments on the Website. You shall be deemed to have accepted any changed terms should you continue to use the Website.



## General Terms

- 43 These Terms and Conditions, read with terms and conditions referred to in clause 4, constitutes the whole agreement between the parties relating to the subject matter hereof. Any indulgence or extension of time granted by us to you shall not be construed as a waiver or variation of any of our rights or remedies.
- 44 If any provision of these Terms and Conditions is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms
- 45 Neither you nor we are bound by any express or implied representation, warranty (except any warranty implied by law), undertaking, promise or the like not recorded in these Terms and Conditions.
- 46 We may cede our rights in terms of the Agreement to any person without your consent.
- 47 You may not cede any of your rights or transfer/assign any of your obligations under these Terms and Conditions to any person without our prior written consent.
- 48 These Terms and Conditions are subject to, and will be interpreted, implemented and enforced in terms of the laws of South Africa.
- 49 The parties consent to the jurisdiction of the Magistrates' Court in respect of all proceedings arising out of or pursuant to the Agreement. This notwithstanding, either party may institute any proceedings arising out of or pursuant to these Terms and Conditions in any Division of the High Court of South Africa having jurisdiction or any other forum having jurisdiction.
- 50 Subject to these Terms and Conditions, the parties choose the following addresses for the service of all notices and processes arising out of these Terms and Conditions:-
- 50.1 Us: 144 Bram Fischer Drive, MultiChoice City Building, Randburg

50.2 You: Your Physical Address.

- 51 Either party may at any time by written notice to the other party vary its domicile address to any address within the Republic of South Africa.
- 52 A notice actually received by a party will be adequate notice to that party notwithstanding that it was not delivered to that party's domicile address.