

Sandown Motor Holdings Group Web Site Terms & Conditions of Use

USAGE

1. Persons using the **Sandown Motor Holdings Group** web site for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of **Sandown Motor Holdings Group** when accessing the web site as set out below.
2. This web site is only intended to provide the user with information regarding **Sandown Motor Holdings Group**, its products and services.
3. **Sandown Motor Holdings Group** expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria or information set out in this web site without notice.
4. Nothing on this web site shall be construed as an offer by **Sandown Motor Holdings Group** to you, the user, but merely an invitation to do business.

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5. All content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to **Sandown Motor Holdings Group**, and as such, are protected from infringement by domestic and international legislation and treaties.
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ELECTRONIC COMMUNICATIONS

8. By using this web site or communicating with **Sandown Motor Holdings Group** by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

CHANGES AND AMENDMENTS

9. This web site may include technical or other inaccuracies or typographical errors. Changes and amendments are periodically made to the information herein and these changes will be incorporated in any new editions of this web site. **Sandown Motor Holdings Group** reserves the right to make improvements and/or changes or amendments to this web site at any time.
10. **Sandown Motor Holdings Group** reserves the right to change and amend the prices and rates quoted on this web site without any notice.

PRIVACY POLICY

11. **Sandown Motor Holdings Group** respects your privacy and is committed to privacy protection principles. This privacy policy statement sets out **Sandown Motor Holdings Group** information gathering and dissemination practices.
12. While using this web site, information about you may be either collected by us or provided by you. Such information will become the property of **Sandown Motor Holdings Group**. We will have the right to use your information to generate anonymous statistics, which will be our property.
13. **Sandown Motor Holdings Group** may use this personal information to provide you with information regarding our products, services, or events from time-to-time. You may request that **Sandown Motor Holdings Group** cease sending you such information or request that your personal information be removed from our database or mailing list at any time by e-mailing sandownservice@sandown.co.za
14. You may also request access to any personal information concerning you that **Sandown Motor Holdings Group** holds. The Promotion of Access to

- Information Act, 2 of 2000 ("PROATIA") set out and regulate how such a request should be made and under what circumstances such access may be refused.
15. You may update or correct your personal information by e-mailing sandownservice@sandown.co.za. You may also view your personal information that we hold and correct it if necessary on written request to **Sandown Motor Holdings Group**.
 16. **Sandown Motor Holdings Group** will not disclose any personal information to anyone except as provided for in this policy. We may however need to disclose personal information to **Sandown Motor Holdings Group** employees or agents who require such information to carry out their duties. There may also be situations where the law requires us to disclose your personal information. In all other situations, except in the case of the sale of **Sandown Motor Holdings Group** or its associated services or web site(s), **Sandown Motor Holdings Group** will not disclose your personal information without giving you prior notice thereof and an opportunity to give your consent thereto.
 17. **Sandown Motor Holdings Group** is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party web sites.
 18. **Sandown Motor Holdings Group** reserves the right to alter the terms and conditions of this privacy policy at any time. You will be responsible for reviewing any such changes each time you access the **Sandown Motor Holdings Group** web site and your continued use of the web site after changes have been posted online, constitutes your acceptance of this policy as modified by the posted changes.
 19. If you have any questions or concerns arising from this policy or the way in which we are handling your personal information, please contact us at sandownservice@sandown.co.za

TRANSMISSION OF INFORMATION

20. The user acknowledges that information transmitted via the Internet, including without limitation e-mail, is susceptible to monitoring and interception. The user is therefore discouraged from transmitting to **Sandown Motor Holdings Group** any information that may be confidential, proprietary, or sensitive. The user shall bear all risk of transmitting such information in this manner and under no circumstances will **Sandown Motor Holdings Group** be liable for any loss, harm, or damage suffered by the user as a result thereof. **Sandown Motor Holdings Group** reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should **Sandown Motor Holdings Group** deem it necessary.

21. Any information or material sent to **Sandown Motor Holdings Group** will be deemed not to be confidential, unless otherwise agreed in writing by the user and **Sandown Motor Holdings Group**.

LINKING AND FRAMING

22. It is expressly prohibited for any person, business, entity or web site to link to any page on this web site, including the home page, without the prior written approval of **Sandown Motor Holdings Group**.
23. It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of **Sandown Motor Holdings Group**.

AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

24. No information or data on this web site is an offer, but merely an invitation to do business.
25. No agreements shall be concluded merely by sending a data message to this web site or its owners, valid agreements require an acknowledgement of receipt from this web site.

SEARCHING TECHNOLOGY

26. The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site' server and/or copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 5 to 7 hereof.

LINKS TO THIRD PARTY SITES

27. **Sandown Motor Holdings Group** may provide links to the user only as a convenience and the inclusion of any link does not imply **Sandown Motor Holdings Group**'s endorsement of such sites.
28. Linked web sites or pages are not subject to the control of **Sandown Motor Holdings Group**. **Sandown Motor Holdings Group** shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site

SECURITY

29. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this web site, or to deliver or attempt to

deliver any unauthorised, damaging or malicious code to this web site. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this web site or attempts to gain unauthorised access to any page on this web site shall be held criminally liable, and in the event that **Sandown Motor Holdings Group** should suffer any damage or loss, civil damages will be claimed.

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RISK & LIMITATION OF LIABILITY

31. The user's use of this web site and the information contained therein is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof. Neither **Sandown Motor Holdings Group**, its affiliates, or their shareholders, agents, consultants or employees will be liable for any damages whatsoever, including, without limitation any direct, indirect, special, incidental, consequential or punitive damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, or inability to use, this web site or the information contained therein. This clause does not apply to section 43(5) and (6) of the Electronic Communications and Transactions Act.
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SEVERABILITY

33. These Terms and Conditions of Use constitute the entire agreement between **Sandown Motor Holdings Group** and you, the user of this web site. Any failure by **Sandown Motor Holdings Group** to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
34. In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

APPLICABLE LAW

35. This web site is hosted, controlled and operated from the Republic of South Africa, and thus, South African law and the jurisdiction of the South African courts govern the use or inability to use this web site.
36. By accessing this web site you agree that in the event of any dispute of any nature whatsoever arising between you and **Sandown Motor Holdings Group** on any matter provided for in, or arising out of this agreement, then that dispute shall be submitted to Trust Online and decided by mediation or arbitration.

CONTACT INFORMATION

37. If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact us at:

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