



CPA reserves its rights, to amend the terms and conditions set out herein from time to time and by accepting the terms and conditions hereof, you acknowledge that you will be bound by the terms and conditions as amended from time to time, as the case may be.

1. SUBMISSION OF CONTENT AND USE OF THE SITES

- 1.1 You agree to use the Sites for lawful purposes only. Without derogating the generality of the foregoing, if you should choose to access or use the Sites from locations other than the Republic of South Africa, you do so at your own initiative and you are responsible for compliance with applicable local laws.
- 1.2 You are prohibited from posting or transmitting, by means of reviews, comments, suggestions, ideas, questions or other information through the Sites, any content which is, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable content of any kind, including but not limited to:
 - 1.2.1 any content that encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law; or
 - 1.2.2 any content that constitutes an invasion of privacy; or
 - 1.2.3 any content that is an infringement of any intellectual property right; or
 - 1.2.4 any content that contains software viruses; or
 - 1.2.5 any content that constitutes a political statement, commercial solicitation, or “Spam”.
- 1.3 Although CPA does not purport to review (nor is it under any obligation to do so) any submitted content, it reserves the right to remove any content from the Sites that it deems, in its sole discretion, to be an infringement of any of the provisions of these Terms and Conditions or harmful in anyway whatsoever. Should you breach this clause or any other clause in these Terms and Conditions.
- 1.4 You hereby warrant that:
 - 1.4.1 you own or otherwise control all rights to the content that you may submit to the Sites;
 - 1.4.2 that any use of such content will not cause injury or harm to any person or entity; and
 - 1.4.3 you will indemnify CPA or its affiliates, directors, officers and employees, for all claims resulting from the submitted content.
- 1.5 The following activity on or through the Sites is expressly prohibited:
 - 1.5.1 Any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Sites, or the content contained therein, without the prior written authority of CPA; and
 - 1.5.2 The collection or use of any listings, descriptions, or price lists from the Sites, for the benefit of a competing merchant that supplies products comparable to those offered on the Sites; and



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- 1.5.3 Any use or action that imposes an unreasonable or disproportionately large load of traffic on the Sites, or otherwise interferes with its proper and timely functioning; and
- 1.5.4 incorporating any e-mail addresses, names, telephone numbers, and fax numbers published on the Sites in any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Sites may be used to communicate unsolicited communications to CPA and all rights detailed in Section 45 of the Electronic Communications and Transactions Act No 25 of 2002 (as amended) ("ECT Act") are reserved.
- 1.6 From time to time CPA will run competitions, free prize draws, and promotions on the Sites. These competitions, free prize draws, and promotions are subject to applicable laws and additional terms that will be made available at the time.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1 All content included on the Sites, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of CPA or its content suppliers and protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Sites is the exclusive property of CPA and is protected by South Africa and international copyright laws.
- 2.2 Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of CPA or the copyright owner.
- 2.3 You are expressly prohibited to "mirror" any content, contained on the Sites, on any other server unless with the prior written permission of CPA.
- 2.4 You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Sites so long as the link does not portray CPA, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any CPA logo or other proprietary graphic or trademark as part of the link without the express permission of CPA, its affiliates or content suppliers.
- 2.5 All trademarks are the exclusive property of CPA.
- 2.6 The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and could subject you to criminal prosecution as well as personal liability for damages.



3. LIMITED LIABILITY

3.1 The information, content, services, products and materials published on the Sites, including without limitation, text, graphics and links are provided on an "as is" basis. CPA makes no representations or warranties of any kind, express or implied, as to the operation of the Sites or the accuracy, correctness or completeness of the information, contents, materials, or products included on the Sites. Without limiting the generality of the foregoing:

- 3.1.1 CPA does not warrant that the Sites, will be error free, or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality;
- 3.1.2 CPA does not warrant and/or provide any guarantee that the advertised/displayed properties on the Sites shall be available at such times, as and when, prospective Tenants make enquires to our respective Pretoria/Hatfield/Kempton/Johannesburg offices. Consequently the User acknowledges that any/all advertised properties are subject to availability;
- 3.1.3 Any immovable premises of whatsoever nature depicted, represented and/or advertised in CPA's Sites as being furnished is done so solely for exhibition purposes and the User acknowledges that all immovable premises are let to prospective Tenants' in an unfurnished state;
- 3.1.4 whilst CPA has taken reasonable measures to ensure the integrity of the Sites and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Sites are free of viruses, Trojans, bombs, time-locks or any other date or code which has the ability to corrupt or affect the operation of your system.

3.2 To the full extent permissible by applicable law, CPA disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. CPA will not be liable for any damages of any kind arising from the use of the Sites, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

4. PRIVACY

4.1 CPA respects privacy of its Users. CPA will take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be as defined in the Promotion of Access to Information Act No 2 of 2000 (PAIA) (as amended). Without limiting the foregoing:

- 4.1.1 CPA is dedicated to maintain the privacy of its online visitors and users. On the Sites, CPA does not collect personally identifiable information from individuals unless the individual user provides such information to CPA voluntarily and knowingly;
- 4.1.2 Any information collected is used solely by CPA for internal purposes or are required to process personal data in the provision of services to CPA. CPA client lists are never sold to third parties, and CPA will not share personally identifiable information with third parties unless the person who has submitted the information has authorized CPA to do so, or if CPA is required to by law;



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- 4.1.3 Under certain circumstances the force of law may require the provision of information to legal authorities. In order to maintain the integrity of the Sites and safeguard the interests of CPA/its subscribers, if any, CPA will comply with any such legally binding request.
- 4.2 CPA processes personal information for the purpose of providing a personalised service, conducting market research surveys, running competitions and providing you with information about products and services on offer. CPA may from time to time use your contact information to tell you about news or events provided by CPA or one of its strategic partners. You may opt-out of receiving such mailings, either when you register with CPA or at any time afterwards. CPA may also contact you with important information about your registration details even if you have opted-out of receiving promotional emails.
- 4.3 CPA may electronically collect, store and use the following personal information of Users: i. title, name and surname; ii. street address; iii. postal address; iv. contact numbers; v. non-personal browsing habits and click patterns; vi. e-mail address; and / or IP addresses.
- 4.4 CPA collects, stores and uses the abovementioned information for the following purposes: i. to communicate requested information to the User; ii. to provide services to the User as requested by the User; iii. to authenticate the User; iv. to provide the User with access to restricted pages on the Sites website; and/or v. to compile non-personal statistical information about browsing habits, click-patterns, and access to the Sites.
- 4.5 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
- 4.6 CPA shall take all reasonable steps to secure personal information provided by users of the Sites from unauthorised access or disclosure. However, CPA does not make any representations or give any warranties that any such information will remain secure from unauthorised access or disclosure. You shall bear the full risk of the confidentiality and security of all information provided by you to CPA.

5. COMPETITIONS

- 5.1 These are the standard terms and conditions for promotional competitions conducted or promoted by or in association with City Property Administration (Pty) Ltd, and respective holding companies, the subsidiaries of such holding companies, divisions and affiliates ("CPA"). Each promotional competition conducted or promoted is subject to these Standard Terms and Conditions for Promotional Competitions ("Ts and Cs") and the rules, promotional material or adverts ("rules") pertaining to the specific promotional competition. All the provisions of these Ts and Cs shall form part of CPA's General Terms and Conditions and Private Policy in respect of those services offered on the CPA website/s (the "Sites"), specifically those relating to the running of competitions, free prize draws, and promotions on the Sites.
- 5.2 For purposes hereof, "affiliate" means CPA's partners, promoters, co-promoters and sponsors of this promotional competition, and the directors, officers, employees, agents and representatives of all those listed herein.
- 5.3 Your –



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- 5.3.1 participation in the promotional competition; and/or
- 5.3.2 fulfilment of the conditions pertaining to a promotional competition, should there be any conditions, constitutes your binding acceptance of these T's and C's on behalf of yourself and any person with whom you may share a prize, reward, gift, free good or service, price reduction or concession, enhancement of quantity or quality of goods or services or other discounted or free thing being offered ("prize"), in the event that you obtain a prize which is for you and one or more additional persons ("your partner").
- 5.4. The promotional competition is not open to –
- 5.4.1 directors, members, partners, agents, employees, consultants of CPA and/or any affiliated companies, agencies, associates, partner and/or any suppliers of goods or services in connection with a competition; and
- 5.4.2 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 5.4.1 above.
- 5.5. Entrance criteria or conditions are as set out in the rules of each promotional competition.
- 5.6 The judges' decision is final and no further correspondence will be entered into.
- 5.7 CPA is not responsible for any entries which are not received by CPA and/or the promoters, whether timeously or at all, regardless of the cause thereof. Without limitation, CPA is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.
- 5.8. It is your responsibility, as a participant, to ensure that any information which you provide in respect of a promotional competition is accurate, complete and up to date.
- 5.9. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. CPA will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your participation in the promotional competition and your acceptance and/or use of a prize. CPA will specify, in the rules, the total value of the prizes to be won, the nature of the prizes, and any cost to be borne by the participants of any specific promotional offer.
- 5.10. CPA does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, makes no representations and gives no warranty that a prize, or any aspect thereof, will –
- 5.10.1 meet your, or, if applicable, your partner's requirements, preferences, standards or expectations; or
- 5.10.2 be satisfactory and punctual.
- 5.11. Prizes are not transferable and may not be deferred, changed or exchanged for any other item or cash.
- 5.12. You may not obtain a prize if it is unlawful for us to supply such a prize to you. If you do not qualify to receive such a prize, you will forfeit it.



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- 5.13. In the event that you win, you must possess whatever documents and permissions that may be required in order to take part in the promotional competition or claim a prize.
- 5.14. Should you be a participant in the promotional competition to whom a prize is due, you will be notified by means of the contact details provided to CPA by you. CPA may require you to provide it, as the case may be, with additional information as may be reasonably required to process and facilitate your acceptance and/or use of a prize. You have one month from notification by CPA to collect or organise delivery of a prize unless otherwise stipulated in the rules for a specific promotional competition. [Note: please confirm that a period of one month is acceptable].
- 5.15. Should you be a participant in the promotional competition to whom a prize is due and you fail to respond to the formal notification by CPA within the time period specified at 5.14 above, or in the rules for the specific promotional competition, as the case may be, you shall forfeit such unclaimed prize and thereafter CPA shall randomly select a replacement winner from the competition entries. CPA shall notify the replacement winner of such effect as soon as reasonably practicable and the provisions of this clause 5.15 shall apply to the replacement winner in the event that he/she fails to respond to the notification.
- 5.16. To the full extent permissible by applicable law, CPA and its third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the promotional competition and any prizes, or any aspect thereof, without notice at any time, for any reason which CPA and such suppliers deem reasonable in the circumstances. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of the promotional competition and acknowledge that you will have no recourse against CPA and third party suppliers.
- 5.17. You agree that your participation in the promotional competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- 5.18. Should you be a participant to whom a prize is due, you consent to CPA or its authorised agents to take, capture, record and/or use your name, voice, photographic images or video images for the purpose of marketing and publicity campaigns.
- 5.19. To the full extent permissible by applicable law, CPA will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the promotional competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the T's and C's.
- 5.20. These T's and C's will be construed, interpreted and enforced in accordance with the applicable laws of the Republic of South Africa.
- 5.21. CPA reserves the right to amend these Ts and Cs for Promotional Competitions at any time and will publish same on its Sites or make same available to participants on request.



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5.22. In the event that any of the terms of these T's and C's are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms of these T's and C's, which will continue to be valid and enforceable.

6. JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to the principles of conflicts of laws. You hereby consent to the exclusive jurisdiction of the Magistrate's Court having jurisdiction in respect of any disputes arising in connection with the Sites.

7. OTHER PROVISIONS AND APPLICATION OF THE ECT ACT

- 7.1 In the event that any of the terms of these Terms and Conditions are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 7.2 These Terms and Conditions, including any documents referenced herein, represents the entire agreement between you and CPA regarding your relationship with CPA and use of the Sites and supersedes any prior statements or representations.
- 7.3 CPA may at any time modify these Terms and Conditions and your continued use of these Sites will be conditioned upon the Terms and Conditions in force at the time of your use.
- 7.4 Data Messages (as defined in the ECT Act) will be deemed to have been received by CPA if and when CPA responds to the Data Messages.
- 7.5 Data Messages sent by CPA to the user of the Sites ("the User") will be deemed to have been received by the User in terms of the provisions specified in section 23(b) of the ECT Act.
- 7.6 The User acknowledges that electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and CPA.
- 7.7 The User warrants that Data Messages sent to CPA from any electronic device, used by the User from time to time or owned by the User, were sent and or authorised by the User personally.