

**TERMS AND CONDITIONS FOR THE PANAROTTIS PIZZA PASTA (A SUBSIDIARY OF SPUR GROUP (PTY) LTD) SOUTH AFRICA'S LOYALTY APP AND WEBSITE**

The following provisions are drawn to the attention of the User to the extent that the Consumer Protection Act 68 of 2008 ("the CPA") applies to these Terms and Conditions: • clause D (including the fact, nature and effect of the limitation of liability contemplated therein); • clause E (including the fact, nature and effect of the indemnity contemplated therein).

**A. INTRODUCTION**

1. These Terms and Conditions ("Terms and Conditions") apply in respect of Panarottis Pizza Pasta ("Panarottis") (A subsidiary of Spur Group (Pty) Ltd ("Spur Group") mobile application ("the Panarottis Rewards App") and John Dorys Website.
2. These Terms and Conditions must be read with Spur Group's website terms and conditions ("Website Terms and Conditions"), which are available at [www.panarottisrewards.co.za](http://www.panarottisrewards.co.za) ("Website"). Please note that certain defined terms contained in the Website Terms and Conditions will be utilised in these Terms and Conditions.
3. The terms "user", "you" and "your" are used interchangeably in these Terms and Conditions and refers to any individual who uses the Panarottis Rewards App and Website from time to time (or intends using the Panarottis Rewards App and/or Website ) and any individual who downloads the Panarottis Rewards App.
4. "Spur Group" means Spur Group (Pty) Ltd, registration number (Registration Number: 1999/011042/07), and any company related or inter-related to Spur (as contemplated in section 2 of the Companies Act No. 71 of 2008, as amended). All rights granted in favour of Spur in terms of this Agreement shall be deemed to be for the benefit of the Spur Group by way of a stipulation for the separate benefit of each company within the Spur Group, and such benefit may be accepted by any company within the Spur Group at any time after the date of execution hereof (and the fact that any such benefits may not be enforceable by any one of such companies shall not affect its enforceability by Spur or any other company within the Spur Group);
5. Panarottis permits the use of the Panarottis Rewards App subject to these Terms and Conditions, and by using the Panarottis Rewards App you shall be required to accept all the terms and conditions.
6. Please read these Terms and Conditions carefully and make sure you understand them before you use the Panarottis Rewards App. Please do not download or use the Panarottis Rewards App if you do not agree to these Terms and Conditions.
7. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you, Panarottis or Spur Group in terms of the CPA.

8. Panarottis reserves the right to terminate or suspend the programme with three months' notice, which notice will be recorded on our website and such notice period will apply from date of such publication.
9. Panarottis further reserves the right to change, on one month's notice, any of the terms and conditions (including benefits) of this programme. Any such change will be recorded on our and will apply from the effective date. The provisions hereof shall be deemed to be binding on the member.
10. We reserve the right to suspend or terminate a membership without notice.
11. You always have the option to cancel your membership at any time. If you are a member and no longer wish to participate, then please contact our Customer Care centre at +2786 000 7787 or [customer-care@panarottis.co.za](mailto:customer-care@panarottis.co.za);

## **B. ELIGIBILITY**

1. There are limitations on who may download and use the Panarottis Rewards App. You may not download the Panarottis Rewards App if you are a minor (i.e., under the age of 18 (eighteen) years of age) or if you are not legally permitted to enter into a binding agreement. A minor may not use the Panarottis Rewards App unless the minor's parents or guardians have read these Terms and Conditions, agree to them on the minor's behalf and download the Panarottis Rewards App on the minor's behalf.
2. This account or membership is not transferable.
3. No persons who are employees of a Spur Group franchised restaurant may apply for membership of this programme.
4. Accounts can only be issued to natural persons.
5. By downloading the Panarottis Rewards App, you hereby confirm and represent to Panarottis and Spur Group that:
  - a) you have legal capacity to contract;
  - b) you agree to these Terms and Conditions and agree to be bound by them; and
  - c) if you are downloading the Panarottis Rewards App on behalf of a minor as contemplated in clause B.1, you are the parents or legal guardians of the minor, you consent to the minor using the Panarottis Rewards App on the terms and conditions contained herein, you are agreeing to these Terms and conditions on behalf of yourself and the minor and you understand and agree that the limitation of liability and indemnity contained in these Terms and Conditions are duly binding on yourself and on the minor.

**C. PARTICIPATION**

The Panarottis Rewards App can be downloaded for free from the Apple Store or Google Play on a mobile device with an iOS 10.0 or Android 9.0 operating system and higher.

**D. LIABILITY**

You hereby agree that your use of the Panarottis Rewards App is at your own risk. To the maximum extent permitted in law, neither Panarottis, Spur Group, nor its Related Parties, nor any persons related or inter-related (as contemplated in section 2 of the Companies Act 71 of 2008 (as amended)) to Spur Group or its Related Parties, nor any of their respective directors, prescribed officers, managers, employees, agents, franchisees, or other persons in respect of whose actions Spur Group may be held to be vicariously liable or anyone associated with any of them (collectively, "Spur Group Parties"), shall incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, whatsoever or howsoever arising from your use or misuse of, or reliance upon the Panarottis Rewards App, or as a result of, or arising from any defects in the Panarottis Rewards App or your access to or inability to access The Panarottis Rewards App or otherwise. To the extent necessary in law the provisions of this clause D shall constitute a stipulatio alteri (i.e. a contract in favour of a third party) in favour of the Spur Group Parties, the benefit whereof may be accepted by any or all of them at any time, from time to time.

**E. INDEMNITY**

You indemnify the Spur Group Parties from any liability for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise arising from your use of the Panarottis Rewards App and / or any linked external sites.

**F. GOODS / SERVICES / CAMPAIGN**

1. The Panarottis Rewards App offers, inter alia, the following goods and services:
  - a) Earning of Loyalty Points;
  - b) Redemption of Vouchers, Coupons and / or Special Offers;
  - c) Customer discounts
2. Vouchers may only be redeemed by the registered profile member i.e. the holder of the account.
3. Vouchers are considered a discount and therefore cannot be exchanged for cash or used to tip the waitron.

**G. PRIVACY AND INFORMATION**

1. This section G contains our External Privacy Statement ("Statement") and sets out how your personal information will be used by Panarottis and Spur Group and applies to any

information, including personal and special personal information, you give to Panarottis and Spur Group, or which Panarottis and Spur Group may collect from third parties.

2. This Statement must be read in conjunction with any applicable provisions of the Panarottis or Spur Group Website Terms and Conditions relating to privacy, data collection, data protection, use and disclosure of personal information and any applicable law, including the Protection of Personal Information Act No 4 of 2013.
3. It is important that you read this section carefully before submitting any personal information to Panarottis and Spur Group.
4. By submitting any personal information to Panarottis and Spur Group you provide unconditional, voluntary and express consent to the processing of your personal information as set out in this Statement.
5. The provisions of this Statement are subject to mandatory, unalterable provisions of Applicable Laws;
6. Please do not submit any personal information to Panarottis and Spur Group if you do not agree to any of the provisions of these Terms and Conditions. If you do not consent to the provisions of this section, the Terms and Conditions, or parts thereof, Panarottis and Spur Group may not be able to provide its products and services to you.

#### **H. AMENDMENT OF THE EXTERNAL PRIVACY STATEMENT**

1. We may amend the Statement from time to time for any of the following reasons:
  - a) to provide for the introduction of new systems, methods of operation, services, products or facilities;
  - b) to comply with changes to any legal or regulatory requirement;
  - c) to ensure that our Statement is clearer and more favourable to you;
  - d) to rectify any mistake that may be discovered from time to time; and/or
  - e) for any other reason which Spur Group, in its sole discretion, may deem reasonable or necessary.
2. Any such amendment will come into effect and become part of any agreement you have with Spur Group when notice is given to you of the change by publication on our website or the Panarottis Rewards App. It is your responsibility to check the Website and the Panarottis Rewards App often.

## **I. PRIVACY AND INDEMNITY**

1. Panarottis and Spur Group takes your privacy and the protection of your personal information very seriously, and we will only use your personal information in accordance with the External Privacy Statement and applicable data protection legislation. It is important that you take all necessary and appropriate steps to protect your personal information yourself (for example, by ensuring that all passwords and access codes are kept secure).
2. We have implemented reasonable technical and operational measures to keep your personal information secure.
3. You hereby indemnify and hold Panarottis and Spur Group harmless from any loss, damages or injury that you may incur as a result of any unintentional disclosures of your personal information to unauthorised persons or the provision of incorrect or incomplete personal information to Panarottis.

## **J. INFORMATION WHICH WE MAY COLLECT ABOUT YOU**

1. We may collect the following information about you, and this information may include:
  - a) your name, address, contact details, date of birth, identity number, passport number;
  - b) records of correspondence or enquiries from you or anyone acting on your behalf;
  - c) details of transactions you carry out with us;
  - d) details of contracts, or sales you carry out with us;
  - e) sensitive or special categories of personal information, including biometric information, such as images, fingerprints and voiceprints.
2. Where you provide us with the personal information of third parties you should take steps to inform the third party that you need to disclose their details to us, identifying us. We will process their personal information in accordance with this Statement.

## **K. USE OF INFORMATION COLLECTED**

1. We may use, transfer and disclose your personal information for the purposes of:
  - a) providing you with the services, products or offerings you have requested, and notifying you about important changes to these services, products or offerings;
  - b) managing your account or relationship and complying with your instructions or requests;
  - c) detecting and preventing fraud and money laundering and/or in the interest of security and crime prevention;

- d) assessing and dealing with complaints and requests;
  - e) operational, marketing, auditing, legal and record keeping requirements;
  - f) verifying your identity or the identify of your beneficial owner;
  - g) transferring or processing your personal information outside of the Republic of South Africa to such countries that may not offer the same level of data protection as the Republic of South Africa, including for cloud storage purposes and the use of any of our websites;
  - h) complying with Applicable Laws, including lawful requests for information received from local or foreign law enforcement, government and tax collection agencies;
  - i) recording and/or monitoring your telephone calls and electronic communications to/with Spur Group in order to accurately carry out your instructions and requests, to use as evidence and in the interests of crime prevention;
  - j) conducting market research and providing you with information about our products or services from time to time via email, telephone or other means (for example, events);
  - k) where you have unsubscribed from certain direct marketing communications, ensuring that we do not send such direct marketing to you again;
  - l) disclosing your personal information to third parties for reasons set out in this Statement or where it is not unlawful to do so;
  - m) monitoring, keeping record of and having access to all forms of correspondence or communications received by or sent from Spur Group or any of its employees, agents or contractors, including monitoring, recording and using as evidence all telephone communications between you and Panarottis; and
  - n) improving or evaluating the effectiveness of our business or products, services or offerings.
2. We may from time to time contact you about services, products and offerings available from Panarottis and Spur Group or specific subsidiaries which we believe may be of interest to you, by email, phone, text or other electronic means, unless you have unsubscribed from receiving such communications. You can unsubscribe from receiving such communications. The Panarottis and Spur Group Website and / or App may be co-branded with brands belonging to Spur Group Pty Ltd such as Spur Steak Ranches and/or Spur Grill and Go and/or John Dory's, and/or Hussar Grill, and/or Casa Bella and/or RocoMamas.

#### **L. DISCLOSURE OF YOUR INFORMATION**

1. Your personal information may be shared with our subsidiaries, our agents and sub-contractors, and selected third parties who process the information on our behalf.
2. We may also disclose your personal information to third parties in the following circumstances:
  - a) to our subsidiaries who are contracted to provide products or services to you;
  - b) to assess and monitor any of your applications for our products or services;
  - c) to determine which products and services may be of interest to you and/or to send you information about such products and services, unless you object or choose not to receive such communications.
  - d) to have a better understanding of your circumstances and needs to provide and improve our products and services;
  - e) to any relevant person and/or entity for purposes of prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combatting of crime;
  - f) to any regulator or supervisory authority, including those in foreign jurisdictions, if Panarottis is required to do so in terms of Applicable Laws;
3. If you do not wish us to disclose this information to third parties, please contact us. We may, however, not be able to provide products or services to you if such disclosure is necessary.

#### **M. RETENTION OF YOUR INFORMATION**

We may retain your personal information indefinitely, unless you object, in which case we will only retain it if we are permitted or required to do so in terms of Applicable Laws. However, as a general rule, we will retain your information in accordance with retention periods set out in Applicable Laws, unless we need to retain it for longer for a lawful purpose. (For example, for the purposes of complaints handling, legal processes and proceedings).

#### **N. ACCESS TO, CORRECTION AND DELETION OF YOUR PERSONAL INFORMATION**

1. You may request details of personal information which we hold about you under the Promotion of Access to Information Act, 2000 ("PAIA") read with the Protection of Personal Information Act. Fees to obtain a copy or a description of personal information held about you are prescribed in terms of PAIA. Confirmation of whether or not we hold personal information about you may be requested free of charge.

2. You may request the correction, destruction of, or deletion of personal information Panarottis and Spur Group holds about you. Please ensure that the information we hold about you is complete, accurate and up to date. If you fail to keep your information updated, or if your information is incorrect, Panarottis and Spur Group may limit the products and services offered to you or elect not to open the account.
3. Members updating their details that are registered for more than one of the Spur Group Loyalty programmes may update their details across the Spur Group loyalty programmes.
4. You have a right to object on reasonable grounds to the processing of your personal information where the processing is carried out in order to protect our legitimate interests or your legitimate interests, unless the law provides for such processing.

**O. COMPLAINTS**

1. Should you believe that Panarottis has utilised your personal information contrary to Applicable Laws, you undertake to first attempt to resolve any concerns with us.
2. If you are not satisfied with such process, you may have the right to lodge a complaint with the Information Regulator, using the contact details listed below:

Tel: 012 406 4818

Fax: 086 500 3351

Email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

**P. INTELLECTUAL PROPERTY**

1. Save for the limited license granted in terms of clause P2 hereunder, Panarottis retains all right, title and interest in and to the Panarottis Rewards App, which includes all content, services and functionality associated with the Panarottis Rewards App. The contents of the Panarottis Rewards App, including any material, information, data, software, icons, text, graphics, lay- outs, images, sound clips, advertisements, video clips, trade names, logos, trade marks, designs and service marks which are displayed on or incorporated in the Panarottis Rewards App ("App Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Panarottis its advertisers and/or sponsors and/or is licensed to the Spur Group.
2. Subject to your compliance with these Terms and Conditions, Panarottis hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to download, install and use the Panarottis Rewards App on a mobile device solely for your own personal, non-commercial purposes.
3. You hereby acknowledge that your right to download and use the Panarottis Rewards App is derived solely from Spur Group and is conditional upon your proper conduct, safe use of the Panarottis Rewards App and compliance with these Terms and Conditions at



all times. Panarottis or Spur Group reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Panarottis Rewards App.

4. You are not entitled to:
  - a) copy, reproduce, modify, alter, create derivative works of, sell, reverse engineer, decompile, or disassemble the Panarottis Rewards App, App Content or any part thereof; or
  - b) sub-license, assign, transfer, or in any manner give or grant or transfer, directly or indirectly, any rights granted in terms of these Terms and Conditions to any third party.
5. The limited license granted to you in terms of this clause P will be revoked (with or without notice) and ineffective if you:
  - a) are a minor and your parents or guardians have not read these Terms and Conditions, agreed to them on your behalf and downloaded the Panarottis Rewards App on your behalf in accordance with the provisions of clause B;
  - b) engage in any act that Panarottis or Spur Group deems to be in conflict with the spirit or intent of these Terms and Conditions, the Website Terms and Conditions or the Promotional Material including, but not limited to, circumventing or manipulating these Terms and Conditions, the Website Terms and Conditions or the Promotional Material; or
  - c) fail to comply with any of the provisions of these Terms and Conditions.
6. Where any of the Panarottis Rewards App Content has been licensed to Spur Group or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

**Q. NO WARRANTIES**

The Panarottis Rewards App is provided to you "as is" without warranty of any kind. Panarottis and Spur Group hereby disclaims all warranties, either express or implied, to the maximum extent permitted by law.

**R. PANAROTTIS KIDS CLUB**

To ensure your child gets the best out of the wonderful and exciting Panarottis Kids Club, please read through the Terms and Conditions.

1. All children aged 0-12 years old are eligible for a Panarottis Kids Club and can be added to a parent/guardian Family Club Profile.

2. Once a child turns 13 years old, their Panarottis Kids profile will automatically be deactivated. Panarottis and Spur Group will endeavour to make contact in order to offer alternative Family Club membership.
3. All Panarottis Kids profiles must be linked to a Panarottis Rewards profile.
4. Panarottis Kids Club Birthday Meal Vouchers are only redeemable when the child linked on the Panarottis Rewards profile is present at the restaurant at time of the redemption.
5. The Panarottis Kids Club Birthday Voucher issued to the child, is valid for 3 months from the birthday date. You may terminate your membership at any time.
6. Panarottis Kids Club Meal vouchers are only valid for the Kids menu items.
7. Panarottis Kids Club vouchers will be redeemable during the National Lockdown period for sit down or call & collect and is not valid for use on any 3rd party delivery vendors like Mr D Food or Uber Eats SA.
8. Any abuse of the Panarottis Kids Club whatsoever constitutes an offence and / or fraud and Panarottis and Spur Group reserves the right to cancel such person's membership.
9. Panarottis and Spur Group reserve the right to alter or amend the conditions or operation of the Panarottis Kids Club, or to terminate the club at any time, with one month's notice which will be published on its website.
10. Panarottis and Spur Group shall be entitled to sell, cede, assign, delegate or in any way alienate or dispose of any or all of its rights and obligations pertaining to the Panarottis Kids Club, without your prior approval.
11. Panarottis and Spur Group reserves the right to decline, issue and withdraw a Panarottis Kids Club membership at any time and at its sole discretion.
12. You acknowledge that any information supplied to Panarottis and Spur Group in terms of these Terms and Conditions is provided voluntarily to Panarottis and Spur Group.
13. By submitting any information to Panarottis and Spur Group in any form you further acknowledge that such conduct constitutes an unconditional, specific and voluntary consent to the processing (including storage) of such information by Panarottis or Spur Group in terms of these Terms and Conditions and/or under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from you, be indefinite and/or for the period otherwise required in terms of any applicable law.

## **S. GENERAL**

1. These Terms and Conditions may be amended, varied and/or modified by Spur Group any time and such amendment, variation and/or modification shall be effective immediately upon posting of the amended, varied and/or modified Terms and Conditions on the

Website. Accordingly, the continued use by a user of the Panarottis Rewards App shall be deemed to be the user's acceptance of any such modified Terms and Conditions.

2. These Terms and Conditions shall comply with, and will be subject to, any peremptory provisions of the CPA and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Terms and Conditions and the Peremptory Provisions, the latter shall prevail. Furthermore, no term or condition of these Terms and Conditions is intended to breach any Peremptory Provisions.
3. These Terms and Conditions, together with any terms and conditions appearing in the Website Terms and Conditions or in any Promotional Material, contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in these Terms and Conditions (including clause S.1 above) no alteration, cancellation, variation of, or addition hereto will be of any force or effect.
4. Each sentence, paragraph, term, clause and provision of these Terms and Conditions and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation (including, without limitation, the CPA and any Regulations thereto) or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto. If any provision of these Terms and Conditions is found by any Court to be unfair as contemplated in Regulation 44 to the CPA, then that provision will apply to the maximum extent permitted under the CPA and will further be governed by the provisions of this clause S.4 mutatis mutandis.
5. Your access and /or use of the Panarottis Rewards App and the operation of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
6. The Panarottis Rewards App shall operate indefinitely. Panarottis or Spur Group may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Panarottis Rewards App or the user's right to use the Panarottis Rewards App or any of its contents.
7. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
8. Any failure on the part of you or Panarottis or Spur Group to enforce any right in terms hereof shall not constitute a waiver of that right.
9. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

10. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

#### **T. COOKIES**

1. Cookies are a common Internet technology. Many web sites use cookies to provide useful features for their users. Cookies are small files that are written or downloaded to your computer's hard drive when you access a site. They allow us to store and quickly retrieve login information on your computer and provide data that we can use to improve the quality of our service. Most Internet browsers (such as Internet Explorer) are initially set up to accept cookies. If you prefer, you can set your browser to refuse cookies, although you may not be able to take full advantage of Spur Group if you do so. You can disable cookies by going to Tools on your top menu bar. This will bring up the "Internet Options" dialogue box. On the top of the dialogue box, click on "Privacy". This will bring up the "Settings" box. Scroll up using the slide bar on the left-hand side of the box, until the wording in the box states Block All Cookies. Then click on the "OK" button on the bottom of the menu box. If you follow these instructions, your computer will not accept cookies in future. Spur Group may link information stored in cookies such as your age, gender and country with your personally identifiable information and we may use such information to gather statistics about the number of people who visit Panarottis website and to customize our content, layout and services for delivery to you. Our advertising partners may set and access cookies or use other technologies such as web beacons (which are electronic files that allow a web site to count users who have visited that page or to access certain cookies) in order to personalise advertising content. Use by these advertising partners of their own cookies and any other tracking technologies are subject to their privacy policies. Spur Group uses its reasonable efforts to ensure that its advertising partners are operating privacy policies that are in accordance with our own privacy standards as set out in this privacy policy. You control who shares your information.
2. You can review, delete, correct and revise your personal profile, including who has access to your personal profile in your account at any time or contact us for assistance via email to [customer-care@panarottis.co.za](mailto:customer-care@panarottis.co.za).

#### **U. SECURITY AND CONFIDENTIALITY**

1. The security of your personal information depends on your protection of your account password. Please do not disclose your account password to unauthorized people. Spur Group uses industry standard technology designed to help keep your personal information safe. Please bear in mind though, that it is impossible for Panarottis or Spur Group to guarantee that impenetrable security measures are in place. For example, we cannot control any illegal and/or unforeseen activity of other users that may allow them to get around the privacy or security settings on the Panarottis website. Consequently, you acknowledge that there are circumstances in which your personal information may be accessed by unauthorised persons. We limit access to your personal information only to employees who we believe need to come into contact with that information in order

to do their jobs in connection with the service we provide. If you become aware of any breach of data security or have any other questions about the security of our website, please contact us via our Customer Care centre at +2786 000 7787 or [customer-care@panarottis.co.za](mailto:customer-care@panarottis.co.za)

2. You can review, delete, correct and revise your personal profile, including who has access to your personal profile in your account at any time or contact us for assistance via email to [customer-care@panarottis.co.za](mailto:customer-care@panarottis.co.za).

**V. SUPPLIER'S INFORMATION PROVIDED IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 (ECT Act)**

1. For the purposes of the ECT Act, Panarottis information is as follows, which should be read in conjunction with its other terms and conditions contained on the Panarottis and Spur Group Website:
  - a) Full name and legal status: Spur Group Proprietary Limited, a private company duly incorporated under the laws of the Republic of South Africa;
  - b) Physical address for receipt of legal service: 14 Edison Way, Century Gate Business Park, Century City, 7441;
  - c) Telephone number: + 27 (0)21 555 5100;
  - d) Website address and e-mail address: [www.panarottis.com](http://www.panarottis.com) and [customer-care@panarottis.co.za](mailto:customer-care@panarottis.co.za);
  - e) any code of conduct to which that supplier subscribes and how that code of conduct may be accessed electronically by the consumer;

**W. OTHER**

1. Refer to the Apple Media Services Terms and Conditions which can be found at <https://www.apple.com/legal/internet-services/itunes/za/terms.html> and Google Play Terms of Service which can be found at [https://play.google.com/intl/en-GB\\_za/about/play-terms.html](https://play.google.com/intl/en-GB_za/about/play-terms.html) ("Apple and Google Play's Terms and Conditions").
2. Any reference to Apple and Google Play's Terms and Conditions are deemed, to the extent necessary in law, to be incorporated herein.