

Legal Terms and Conditions for the Pizza Hut Website
This is version 1.0 of these Terms and Conditions. These Terms and Conditions were implemented on 1st September 2014. You may Access the Sites (defined below) on condition that You accept these Terms and Conditions as they are and without any modifications to them by You. These Terms and Conditions are a binding contract between You and Us so it is very important that You read them carefully and ensure that You understand and accept them.

If You Access the Sites, We will take that to mean You have read and understand these Terms and Conditions and agree to them. If You do not agree with any provision contained in these Terms and Conditions, please do not Access the Sites.

We reserve the right, in our sole discretion, to, and You agree that We may, amend these Terms and Conditions have been amended. These amendments shall come into effect immediately and accept the state of the conditions and conditions and conditions are applicable. The terms and Conditions are applicable to the conditions of the state of the conditions are applicable to the conditions are applicable. The conditions are applicable to the conditions are applied to the conditions are appli It is your responsibility to review these Terms and Conditions regularly and to ensure that You agree with any amendments to these Terms and Conditions, You may no longer Access the Sites. Chapter VII of the the ECT Act grants rights to any natural person (in other words, living human beings) who enters or intends entering into what is known as an "electronic transaction" with Us on the Sites. None of these Terms and Conditions are intended to limit the rights the ECT Act grants You. Important provisions pertaining to legal liability
These Terms and Conditions contain provisions which limit our exposure to legal liability and even make You responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on You by virtue of your agreement to these Terms and Conditions. It is therefore important that You familiarise yourself with these provisions before You Access the Sites and that You not Access the Sites if You do not agree to abide by those provisions. Legal age and capacity
You may not Access the Sites and may not accept these Terms and Conditions if You lack the legal capacity to enter into a binding contract with Us; are a person barred from Accessing the Sites under the laws of the Republic of South Africa or other countries including the country in which You are resident or from which You Access the Sites.
By Accessing the Sites and/or the Content You represent and warrant that You are of full legal age, or are emancipated or have your parent/guardian's consent to enter into a contract being these Terms and Conditions We may change aspects of the Sites We may add new features and modify or even discontinue existing features without notice to You and in our sole discretion. You agree to this.
You are free to stop Accessing the Sites at any time without notifying Us.
Content accessible through the Sites may not be appropriate for all users and while We take steps to monitor and remove objectionable Content, it remains solely your responsibility not to consume inappropriate Content or to prevent underage users from Accessing Content accessible inrough the Sites may not be appropriate for all users and while We take steps to monitor and remove objectionable Content, it remains solely your responsibility not to consume inappropriate Content or to prevent underage users from Accessing this Content where it is within your control to do so.

The Sites will contain Content that We, You and other Users create. Some of this Content will be directed to or appear on 3rd Party Websites (which may include the Social Networks). Your use of those 3rd Party Websites is subject to both these Terms and Conditions applicable to those 3rd Party Websites (which may include the Social Networks' Terms of Use shall be incorporated herein). You agree that it remains your obligation to familiarise yourself with the 3rd Parties' Terms and Conditions (including, where appropriate, the providers' terms) and to comply with both them and these Terms and Conditions. In the event there is a conflict between these Terms and Conditions and a 3rd Party's terms of use (including, where appropriate, the Social Networks' Terms of Use), these Terms and Conditions shall prevail for the purposes of your Access to the Sites.

Interpretation

Those Terms and Conditions applicable to those appropriate and conditions and a 3rd Party's terms of Use). The Parties and Conditions are appropriate and conditions are appropriate. These Te<u>r</u>ms and Conditions may contain a number of terms and phrases which have a specific meaning in this document. In these Terms and Conditions, headings are for convenience and shall not be used in its interpretation.

Any reference in these Terms and Conditions to a Party shall, if such Party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that Party's liquidator or trustee, as the case may be. Unless We indicate to the contrary in these Terms and Conditions, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa. Definitions The following expressions shall bear the meanings assigned to them below and related expressions shall bear corresponding meanings:

"3rd Party Websites" means websites other than the Sites;

"Access" when used in the context of a website (whether it be the Sites or a 3rd Party website), means to

visit, use, lo visit, use, load in a web browser, mobile phone or similar software application or device or otherwise engage website; Content, means to copy, download, view, modify, adapt, load in a web browser, mobile phone, software "Branded Sites" means YUM branded accounts, pages and websites hosted by or located on the Social "Content" means all information (such as data files, written text, computer software, music, audio files or "the ECT Act" means the Electronic Communications and Transactions Act 25 of 2002; "Facebook" means Facebook Inc. as well as the social network located at http://facebook.com, as the application or device or to otherwise engage with and/or manipulate such Content; other sounds, photographs, videos or other images) which You may have Access to as part of, or through your use of, the Sites; "Facebook" means Facebook Inc. as well as the social network located at http://facebook.com, as the
"Intellectual Property" means, collectively, the patents, copyrights (and moral rights), trademarks, intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which We own, license, use and/or hold (whether or not currently) on the Sites;
"YUM Associates" means YUM' officers, servants, agents, representatives or contractors or other persons in respect of whose actions YUM may be held to be vicariously liable;
"Know-how" means all the ideas, designs, documents, diagrams, information, devices, technical and available information regarding marketing and promotion of the products and services described in these
"Post" means to upload, publish, transmit, share or store;
"Promotional Competition Rules" means the general terms and conditions governing all YUM promotional
"Social Networks" Terms of Use" means the Regulation of Interception of Communications and Provision of Communications and Provision of Communication sold in the production of Communication sold in the products and services and any interest designs models, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and designsmodels, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and any interest designsmodels, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and ony it is essent which We own, license, use and/or hold (whether or not currently) on the Sites; in respect of whose actions YUM may be held to be vicariously liable;
"Erms and Conditions, as well as all and any modifications or improvements to any of them;
"Competition rules and which are located lower down on this page.
"Related Information, but not limited to, blogs, Facebook and Twitter: other type of scientific data, secrets and other processes and methods We use in connection with the Sites, as well as, all Terms and Conditions, as well as all and any modifications or improvements to any of them; including, but not limited to, blogs, Facebook and Twitter; context permits or indicates); "Social Networks" means online social networks, social media generally and similar communication tools "The Sites" means This Website and the Branded Sites ("Site" is a reference to any one of the Sites, as the "Terms and Conditions" means these Terms and Conditions of use, as amended from time to time; "Terms and Conditions" means these Terms and Conditions of use, as amended from time to time;
"Trademarks" means those trademarks We own (or which We are designated as beneficial owner of) and any
of derivative service offerings of, and applications for, any of same;
"Twitter" means Twitter Inc. as well as the social network and messaging platform tools accessible through
"This Website" means YUM's website located at http://Yum.co.za and/or http://www.Yum.co.za;
"You" means visitors to the Sites;
"Us", "We" and "Yum! YUM" means Yum Restaurants International Proprietary Limited YUM, a company
mber 1994/003839/07) and the licensee for the Pizza Hut Trademark, system and system property in
"user/s" means, in the context of Content or the Sites, anyone who accesses the Sites within the meaning
"Unique User" means a unique instance of a browser, application or similar technology.
"User Cookie" means the User identifier (of which a cookie is one example) associated with a User for
"Remarketing Lists" means a list of User Cookies created or otherwise obtained by you and used in
"Similar Audiences Lists" means a list of Users created by Google based on a Remarketing List for use in
"Properties" means properties or content on which advertisements are shown. other trademarks, designs, logos, style names, tag lines and slogans which We own or have the right to use with limited liability incorporated in accordance with the company laws of the Republic of South Africa (registration of the term "Access" above. remarketing or similar audiences. connection with remarketing or similar audiences. connection with similar audiences. "Properties" means properties or content on which advertisements are shown. When any number of days is prescribed such number shall exclude the first day and include the last day unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa; All annexures, addenda and amendments to these Terms and Conditions form an integral part of these Terms and Conditions and, therefore, our contract with You. The Sites: We operate the Sites as extensions of our information, education and marketing initiatives. Information about the Sites may be found on the Site concerned. You may be required to register on the Sites if You wish to Access the Sites. Registration to the Social Networks to Access the Branded Sites You grant permission to the Social Networks to pass certain of your personal information to Us to enable You to Access the Sites). Registration with the Social Networks is subject to the Social Networks is subject to the Social Networks. Terms of Use.

When You register on the Sites You may be asked to select a user name and password which You will use to secure your account information. In order to successfully complete the registration process, You are required to submit information about yourself and your preferences to Us ("Registration Data"). The use of your Registration Data is dealt with in our Privacy Policy below, which, for the avoidance of doubt, forms part of these Terms and Conditions. You warrant that the Registration Data is accurate, current and complete (this includes Registration Data We may receive from the providers). You will be denied Access to the Sites should You breach this warranty or subsequently be found to have breached this Warranty.

We will take steps to verify your Registration Data once You have completed the requisite registration process using a verification email sent to your given email address. You agree to this verification process and irrevocably consent to Us gaining Access to relevant information held by 3rd parties (including, but not limited to the Social Networks) which may be required to reasonably complete the verification process. You acknowledge and agree that Access to the Sites may be limited until such time as the verification process. has been successfully completed.
Should You not agree to the verification process as contemplated above or withhold your consent, your Access to the Sites, generally, may be suspended or terminated and You waive any claims You may have against Us, our officers, directors, employees, servants, agents and/or contractors arising out of our denial of Access to You to the Sites.
You agree that the security of your account is solely your own responsibility. You further agree that:

You are responsible for maintaining and promptly updating the Registration Data and any other information
You provide Us with, thereby keeping it accurate, current and complete;
If You believe that information or Content Posted to the Sites infringes on any person's rights in any way,
If You shall be held fully responsible for any misuse or compromise to your account which We are not properly
If any security violations are believed to have occurred in association with your account. We reserve the right to suspend Access to your account pending an investigation and resolution. if any security violations are believed to have occurred in association with your account, We reserve the right to suspend Access to your account pending an investigation and resolution. Users' code of conduct Users' code of conduct
You may not Access the Content or the Sites for or in conjunction with any illegal, unlawful or immoral purposes or for purposes prohibited by these Terms and Conditions.
You may not Access the Content or the Sites for or in conjunction with any illegal, unlawful or immoral purposes or for purposes prohibited by these Terms and Conditions.
You may not frame the Sites in any way whatsoever except as permitted by the Sites' functionality (details may be found on the Sites concerned) or otherwise without our prior written permission. Recognising the global nature of the Internet, You agree to comply with all local laws, rules and regulations regarding your conduct on the Sites as well as the providers' terms.
You agree to adhere to generally acceptable Internet and email etiquette. In this regard, without being limited to the examples listed below, You agree not to:

• engage in any abuse of email or spamming, including, without being limited to - the Posting or cross-Posting of unsolicited Content with the same or substantially the same message to recipients that did not request to receive such messages; and inviting people who You may be connected to using 3rd Party services (including, but not limited to the Social Networks) to Access the Sites where those people may not wish to receive such invitations or similar communications (in other words, make sure your contacts on other services are receptive to receiving invitations to joining Us and Accessing the Sites or other communications You send them from Us);

• engage in any activity intended to entice, solicit or otherwise recruit website users to join an organisation except where We expressly authorise such activities in writing;

• take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything Posted or transmitted through the Sites: the Sites:

• use the Sites to Post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;

• use the Sites to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of scam such as "pyramid schemes" and "chain letters";

• use the Sites in a manner that may infringe the intellectual property rights (for example copyright or trade marks) or other proprietary rights of others (including, but not limited to, the Intellectual Property);

• use the Sites in any manner which could damage, impair, overburden or disable the Sites or interfere with any other Party's Access to the Sites;

• use the Sites to Post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;

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• violate the privacy of any person or attempt to gain unauthorised Access to the Sites or any other network, including (without being limited to) through hacking, password mining or any other means; and/or otherwise use the Sites to engage in any lifegal or unlawful activity.

Should You engage in any one or more of the abo **Promotional Competitions** We may conduct promotional competitions from time to time on one or more of the Sites. While those promotional competitions will have specific terms and conditions which apply to and govern those promotional competitions, the Promotional Competition Rules will apply to and govern all promotional competitions unless we specify otherwise in writing. Licenses Our license to You We grant You a personal, revocable, worldwide, royalty-free, non-commercial, non-transferrable and non-exclusive licence to Access the Content on the Sites. This licence is for the sole purpose of enabling You to Access the Sites, in the manner permitted by these Terms and Conditions. In the event We revoke this license, You may no longer Access the Sites or the Content on the Sites.
You may not permit any not permit any not permit any one permit any o You may not (and You may not permit anyone else to) copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract the source code of the Sites or any part thereof, unless this is expressly permitted or required by law, or unless We have specifically told You that You may do so, in writing.

Unless We have given You specific written permission to do so, You may not transfer, through an assignment of rights, sub-licence or otherwise, your rights to use the Sites or otherwise transfer any part of your rights to use the Sites.

To the extent that any copying, reproduction, distribution, transmission, display, broadcasting or publishing of any Content is expressly permitted (such permission to be interpreted in its most restrictive sense) You may do so, provided that all trademarks, trade names and all copyright, ownership, proprietary and confidentiality notices as are included on the original Content are retained and displayed without alteration or modification and not in any manner obscured or removed.

You acknowledge that You do not acquire any ownership rights or rights of use in or to any Content by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that Content except where explicitly permitted to do so.

Caching (generally being storage of information/data for later use or Access) of the Sites shall only be permitted if:

the purpose of caching is to make the onward transmission of the Content from the Sites more efficient;

the cached Content is not modified in any manner whatsoever;

the cached Content is updated at least every 12 (twelve) hours; and

the cached Content is updated at least every 12 (twelve) hours; and the cached Content is removed or updated when We so require. Your license to Us We do not claim any ownership rights in the Content that You Post to the Sites. You retain any rights that You may already have in your Content when You Post your Content to or otherwise Access the Sites, subject to the limited license You grant to Us. By Posting any Content on or through the Sites, You grant Us an irrevocable, non-exclusive, commercial, fully-paid, royalty free, transferrable and worldwide license to moderate, use, modify, delete from, add to, publicly perform, publicly display, reproduce, commercialise or otherwise distribute such Content on or through the Sites including without limitation, distributing part or all of the Sites or Content in any media formats and through any media, partners' or affiliate channels and make use of the Content in our advertising campaigns. The license You grant to Us means that: You are free to license your Content to anyone else in addition to Us;
We may make commercial use of your Content or otherwise commercialise your Content;
We are not required to pay You for the use of the Content You Post to the Sites;
We are able to use our affiliates, sub-contractors and other partners (such as Internet Content delivery networks and wireless carriers) to grant Access to the Sites; and the license extends to anywhere in the world because of the global nature of the Internet and the fact that our users can Access the Content from anywhere in the world. Because You can only lawfully license Content You have certain rights in, You represent and warrant that:

You own the Content You Posted on or through the Sites or otherwise have the right to grant the license set forth in this section, and
Posting your Content on or through the Sites does not violate the privacy rights, publicity rights, copyright, contractual rights or any other rights of any person or entity. You also agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any Content You Post on or through the Sites.
Privacy Policy We shall take reasonable steps to protect your personal information. For the purposes of this clause "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000. What We collect We may electronically collect, store and use personal information. If You don't consent to the collection and storage of Your personal information, please do not Access or register on the Sites. Before any of Your personal information is used, you will be asked to consent, and such request for consent will be sent to you via email. This personal information includes, but is not limited to, the following: name and surname: gender; the services You may use on the Internet; address and contact details including your your email address; country of residence; area or postal code; and birthplace; personal preferences; non-personal browsing habits and click patterns; and IP address. What We do with your personal information What We do with your personal information
We collect, store and use the personal information described in order to (but not limited to the following)
enable You to create personal profile on the Sites and thereby Access the Sites;
enable You to make use of the Sites in the manner described on the Sites, from time to time;
enable other website users to find You on the website and connect to You;
communicate requested information to You, for example through user alerts;
communicate information to You regularly, for example through newsletters;
compile and maintain the website and member database;
enable You to make users of and/or visitors to the website;
identify and take reasonable measures to prevent fraudulent uses of or Access to the website; identify and take reasonable measures to prevent fraudulent uses of or Access to the website; compile non-personal statistical information about browsing habits, click patterns and Access to the website; attract advertisers by showing anonymised information about the database, for example demographics; attract advertisers by showing anonymised information about the database, for example demographics;
track database size and growth; and
track compliance of registrants and third parties with these Terms and Conditions.
YUM only shares personal information with other companies or individuals outside of YUM in the following limited circumstances:
YUM has your consent. YUM requires opt-in consent to share any of your sensitive personal information.
YUM may provide such information to its subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on YUM's behalf. YUM requires that these parties agree to process such information based on its instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
YUM has a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Promotional Competition Rules, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to YUM's rights, property or safety or of its users or the public as required or permitted by law.

If YUM becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, YUM will ensure the confidentiality of any personal information involved in such transactions and notify you before personal information is transferred and becomes subject to a different privacy policy. We may collect, maintain, save, compile, share, disclose and sell Your personal information subject to the following: We shall disclose the information without your consent only where We are compelled to do so by law; and We may compile, use and share any of the information that does not relate to a specific individual. The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by Users.

We provide you with choice as to whether We send you information about special products and services in the future, and whether information is sent by Our franchisees, agents or 3rd party service providers. You may also change this choice in the future by contacting Us with this request, although it may also be necessary to contact any other organisations which have obtained Your information to indicate Your choice at this stage.

Cookies are pieces of information that a website transfers to your computer's hard disk for record keeping purposes. Most web browsers are set to accept cookies (you can determine how your web browser manages cookies by taking advantage of its cookie management settings). Our site uses cookies to keep track of what You have purchased. We also use cookies to deliver content specific to your interests, to save Your password so you do not have to re-enter it each time you visit This Website, and for other purposes relating to Your transactions on this website. Cookies also help us estimate Our number of Unique Users and determine overall traffic patterns through this website. If You do not wish to receive any cookies Your may set your browser to refuse cookies. However, this many mean You will not be able take full advantage of YUM's services. reading to roun transactions on this website. Cookies also help us estimate our number of unique users and determine overall traffic patterns through this website. If You do not wish to receive any cookies Your may set your browser to refuse cookies. However, this may mean You will not be able take full advantage of YUM's services.

You may request details of Your personal information which We collect, store and use. The process You should follow is detailed in our Promotion of Access to Information manual, details of which are set out below.

Personal information collected from You may be deleted from the website and member databases when your account on the website is terminated for any reason.

In the event that Your personal information is inaccurately or incompletely reflected on the website, You agree that it is Your responsibility to notify Us of this fact and to supply Us with the accurate or complete information to enable Us to address your concerns. Remarketing Pizzahut.co.za uses all features of Analytics for "Display Advertisers" this allows us to collect certain information and to provide visitors ("you") with tailored information upon each visit. This includes obtaining specific visitor cookie data, such as the source, medium and keyword used to visit our website. Google Analytics however does not store any visitor specific data in any way related to Analytics, Google Adwords, and Remarketing. Cookies are a common part of many commercial websites that allow small text files to be sent by a website, accepted by a web browser and then placed on your hard drive as recognition for repeat visits to the Site. Every time you visit our Site, our servers, through cookies, pixels and/or GIF files, collect basic You do not need to enable cookies to visit our Site; however, some parts of the Site and some services may be more difficult or impossible to use if cookies are disabled. We also use cookies on the Site to identify an index key with Our e-cards (online postcards). Our web servers may also automatically identify your device by identifiers like IP or MAC addresses. We may use this information for a variety of business purposes, including to analyze trends, administer the Site, track users' and Unique Users' movements and gather broad demographic information for aggregate use. Our web servers may also automatically identify your device by identifiers like IP or MAC addresses. We may use this information for a variety of business purposes, including to analyze trends, administer the Site, track users' movements and gather broad demographic information for aggregate use.

Pizzahut.co.za uses remarketing with Adwords and analytics to display content specific advertisements to visitors that have previously visited our site when those visitors go to other websites that have the Display Network implemented. Pizzahut.co.za and other third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) together to inform, optimize, and serve ads based on visitor's past visits to our We take our users' privacy very seriously. We feel that certain personal information should always be kept private, so we've developed restrictions around the types of ads where we don't allow remarketing. When creating remarketing lists, we cannot use any sensitive information about users. This includes information such as their financial status, sexual orientation, and other sensitive categories. As adwords advertisers, we are restricted from and will not perform the following actions: (b) Creating a remarketing list or creating ad text that specifically targets users in ways that are outlined as "prohibited" in the categories below Visitors/Users can opt out of Analytics for Display Advertisers and opt out of customized Google Display Network ads by visiting the Ads Preferences Manager. Creation, Migration and Use of Remarketing Lists. We must have all rights necessary to create or otherwise obtain Remarketing Lists, migrate Remarketing Lists to, and use Remarketing Lists or Similar Audience Lists on the Properties. Google will not allow another advertiser to use your information in the Remarketing Lists or Similar Audiences Lists without your consent.

Software and equipment (a) Running ads that collect Personally Identifiable Information (PII) including, but not limited to, email addresses, telephone numbers, and credit card numbers It is your responsibility to acquire and maintain, at your own expense, the computer hardware, software, communications infrastructure and Access accounts required to Access the Sites. YOUR USE OF AND RELIANCE ON THE SITES IS ENTIRELY AT YOUR OWN RISK. THE SITES ARE PROVIDED "AS IS".

ALTHOUGH WE TAKE STEPS TO VERIFY INFORMATION PRESENTED ON OR THROUGH THE SITES, WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION CONTAINED IN, DISPLAYED ON, LINKED TO OR DISTRIBUTED THROUGH THE SITES OR THE CONTENT OTHER USERS MAY PUBLISH TO THE SITES. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS ON THE SITES WITHOUT NOTICE TO YOU.

INFORMATION, IDEAS AND OPINIONS EXPRESSED ON OR THROUGH THE SITES SHOULD NOT BE REGARDED AS PROFESSIONAL ADVICE OR OUR OFFICIAL OPINION AND YOU ARE STRONGLY ADVISED TO SEEK PROFESSIONAL ADVICE BEFORE ACTING ON SUCH INFORMATION. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THE IMPLIED WARRANTIES THAT THE CONTENT PUBLISHED TO THE SITES (OR THE SITES THEMSELVES, FOR THAT MATTER) IS FIT FOR ANY PURPOSE OTHER THAN AS A REFERENCE WORK IN RESPECT OF THE CONTENT PROVIDED ON THE SITES.
WHILST WE TAKE REASONABLE PRECAUTIONS IN OUR OPERATION OF THE SITES, YOU AGREE THAT NEITHER WE OR YUM'S ASSOCIATES SHALL BE LIABLE IN RESPECT OF ANY LOSS, DAMAGE OR DAMAGES HOWEVER ARISING AND WHATEVER THE CAUSE, IN PARTICULAR PURSUANT TO AND IN FURTHERANCE OF THIS AGREEMENT, YOUR ACCESS TO THE SITES OR FROM YOUR INABILITY TO ACCESS THE SITES.

WE WILL USE REASONABLE ENDEAVOURS TO MAKE THE SITES AVAILABLE TO YOU, AND KEEP THE SITES AVAILABLE TO YOU AT ALL TIMES. HOWEVER, YOU AGREE THAT WE SHALL NOT BE LIABLE IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE UNAVAILABILITY OF, ANY INTERRUPTION IN OR YOUR ACCESS TO THE SITES (EITHER IN PART OR AS A WHOLE) FOR ANY REASON WHATEVER. WOU HEREBY INDEMNIFY US AND YUM'S ASSOCIATES FROM ANY LOSS, DAMAGE, DAMAGES, LIABILITY, CLAIM OR DEMAND DUE TO OR ARISING OUT OF YOUR USE OF THE SITES OR BREACH BY YOU OF THESE TERMS AND CONDITIONS.
WE ARE NOT RESPONSIBLE FOR FILES AND DATA RESIDING ON YOUR ACCOUNT OR FOR ANY CONTRIBUTIONS YOU MAY HAVE MADE TO THE SITES. YOU AGREE TO TAKE FULL RESPONSIBILITY FOR FILES AND DATA TRANSFERRED AND YOUR CONTENT AS WELL AS TO MAINTAIN ALL APPROPRIATE BACKUP OF FILES AND DATA STORED ON OUR SERVERS. Rights infringement
If You are of the view that your rights have been infringed through the unlawful use of the Sites by registrants or third parties, You may address a complaint to Us which satisfies the following requirements and/or contains the following information:

the full names and address of the complainant; the written or electronic signature of the complainant; identification of the right that has allegedly been infringed; identification of the material or activity that is claimed to be the subject of unlawful activity; the remedial action required to be taken by the service provider in respect of the complaint;
 telephonic and electronic contact details, if any, of the complainant;
 a statement that the complainant is acting in good faith;
 a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct.
 Please either contact Us on the Sites or address your communications to:
 Channel Manager and/or Content Manager
 Pandall Blackford XXXXX Randall Blackford XXXXX Email: XXXX We will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where necessary. Such action may include, but is not limited to, removing the offending Content from the Sites and/or suspension or termination of the offending registrant or third Party. DEALINGS WITH 3RD PARTIES DEALINGS WITH 3RD PARTIES

LIAKT TO AND FROM THE SITES FROM AND TO OTHER WEBSITES BELONGING TO OR OPERATED BY 3RD PARTIES ("LINKED WEBSITES") DO NOT CONSTITUTE OUR ENDORSEMENT OF SUCH LINKED WEBSITES OR THEIR CONTENTS NOR DO WE NECESSARILY ASSOCIATE OURSELVES WITH THEIR OWNERS OR OPERATORS. YOU ARE SOLELY RESPONSIBLE FOR IDENTIFYING AND FAMILIARISING YOURSELF WITH ANY TERMS AND CONDITIONS WHICH WILL GOVERN YOUR RELATIONSHIP WITH SUCH THIRD PARTY. WE HAVE NO CONTROL OVER LINKED WEBSITES AND YOU AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, INFORMATION, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH LINKED WEBSITES OR FOR ANY DAMAGE, DAMAGES OR ANY OTHER LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON ANY SUCH CONTENT, INFORMATION, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH LINKED WEBSITES. YOU AGREE THAT WHERE YOU ACCESS LINKED WEBSITES, YOU DO SO ENTIRELY AT YOUR OWN RISK.

YOUR INTERACTION, CORRESPONDENCE OR BUSINESS DEALINGS WITH 3RD PARTIES WHICH ARE REFERRED TO OR LINKED FROM OR TO THE SITES IS SIMILARLY ENTIRELY AT YOUR OWN RISK AND ARE SOLELY BETWEEN YOU AND SUCH 3RD PARTY INCLUDING THE ACQUISITION, DISPOSAL, PAYMENT AND DELIVERY OF ANY GOODS OR SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH INTERACTION, CORRESPONDENCE OR BUSINESS DEALINGS. Arbitration If any dispute arises between Us regarding any provision of these Terms and Conditions, or its application or termination, then We agree that We will attempt to resolve our dispute informally by means of joint co-operation or discussion between the parties directly involved in the dispute within 5 days after that dispute arises or such extended time period as We may agree to with You.

In the event that We are unable to informally resolve our dispute, that dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation. Arbitration proceedings shall take place in Johannesburg. To the maximum extent permissible by applicable law: this clause shall constitute your irrevocable consent to the arbitration proceedings, and You shall not be entitled to withdraw your consent or to claim that You are not bound by this clause. We may, at our discretion, waive this clause and permit our dispute to be resolved using an alternate dispute resolution process; Any award that may be made by the arbitrator:shall be final and binding; will be carried into effect; and o may be made an order of any court to whose jurisdiction the parties to the dispute are subject.

Notwithstanding the aforegoing, nothing in this clause shall be construed as precluding either Party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause. This clause is severable from the rest of this agreement and shall therefore remain of full force and effect even if this agreement is terminated or cancelled for any reason at any time. Governing law and jurisdiction The Sites are controlled and maintained from our facilities in the Gauteng province of the Republic of South Africa. You irrevocably agree that the law of the Republic of South Africa shall govern the Sites and these Terms and Conditions.
You consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa in respect of disputes which may arise out of your Access to the Sites and these Terms and Conditions.
To the maximum extent permitted by applicable law, You also irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court (in the event that we exercise proceedings in such Court) even though the value of a claim which We may have against You may exceed the ordinary monetary jurisdiction of the Magistrates Court. Legal service of documents and notices We choose the addresses below for all communication purposes under these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature. We may monitor your communications
Subject to the provisions of the RIC Act, You agree to permit Us to intercept, block, filter, read, delete, disclose and use all communications You send or Post to or using the Sites and/or to our staff and/or employees. You agree and acknowledge that the consent You provide above satisfies the "writing" requirement specified in the ECT Act and in the RIC Act. Severability
Any provision in these Terms and Conditions which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto (as if it were not written) and severed from these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions. Termination If You breach any of these Terms and Conditions, We may immediately, automatically and without notice to You, terminate your Access to the Sites, and/or prohibit your future Access to the Sites, and/or take appropriate legal action against You (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to You of any nature whatsoever and howsoever arising, and all of our rights in this regard are expressly reserved. Disclosures required by the ECT Act Access to the Content on or through This Website and This Website are classified as "electronic transactions" in terms of the ECT Act and therefore You have the rights detailed in Chapter VII of the ECT Act and We have the duty to the disclose the following Our full name and legal status: Yum Restaurants International (Proprietary) Ltd, Registration Number 1994/003839/07 Street address: Yum Restaurants International (Pty) Ltd Nicol Main Office Park 4 Bruton Road Bryanston 2021 Postal address: P O Box 71105, Bryanston, 2091, Johannesburg, South Africa Physical address for receipt of legal service: Yum Restaurants International (Pty) Ltd Nicol Main Office Park 4 Bruton Road Bryanston Main business: Quick service restaurants Website address: www.Yum.co.za Official email address: xxxxxx

received if and when responded to;
sent by You within the geographical boundaries of the Republic of South Africa;
You shall be deemed to have been received data messages We address to You as detailed in section 23(b) of the ECT Act;
electronic signatures, encryption and/or authentication are not required for valid electronic communications between You and Us;
as well as warrant that data messages that You send to Us from a computer, IP address or mobile device normally used by You, was sent and/or authorised by You personally. These Terms and Conditions constitute the whole agreement between You and Us relating to your Access to and use of the Sites.

No indulgence, extension of time, waiver or relaxation of any of the provisions or terms and Conditions which We may show, grant or allow You shall operate as an estoppel against Us in respect of its rights under these Terms and Conditions nor shall it constitute a waiver by Us of any of our rights and We shall not thereby be prejudiced or stopped from exercising any of its rights against You which may have arisen in the past or which might arise in the future.

Nothing in this agreement shall create any relationship of agency, partnership or joint venture between You and YUM and You shall not hold itself out as the agent or partner of YUM or as being in a joint venture with YUM.

Membership of self-regulatory or accreditation bodies: Consumer Goods Council

data messages addressed by You to Us shall be deemed to have been

Codes of conduct to which We subscribe: Consumer Goods Council
Advertising Standards Authority
Governing Terms and Conditions: These Terms and Conditions.
Manual in terms of the Promotion of Access to Information Act 2 of 2000: May be requested from official email address.

Directors: XXXXX and Tanya van Schalkwyk Costs associated with the Access to and use of This Website: There are no costs associated with Access to This Website Dispute resolution: Both as provided for in codes of conduct which we subscribe to as well as above

You are bound by these Terms and Conditions; this agreement shall be deemed to have been concluded in Johannesburg at the time You Access the Sites for the first time;

Advertising Standards Authority

Cooling off period: Not applicable. Complaints process: See clause above. General terms

Management:

You agree that: