

Terms and conditions

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY.

Introduction and Agreement

This website, www.santabascigars.com ("the Site") is owned by Snyman Tobacco (Pty) Limited ("the Company" / "us" / "we"), a private company with limited liability duly incorporated in the Republic of South Africa.

By shopping or browsing on this Site, you:

- Warrant that you have read and understood these terms & conditions as well as the policies displayed on this Site; and
- Agree to be bound by these Terms & Conditions as well as the policies (collectively "the Agreement").

PLEASE DO NOT USE THIS SITE IF YOU DO NOT ACCEPT, AND AGREE TO BE BOUND BY, THIS AGREEMENT.

Intellectual Property

All intellectual property rights, including copyright, in all materials, including trademarks, logos, photographs, images, text and other graphics which form part of the website are owned by the Company alternatively the Company is the lawful user thereof. Such rights are protected by both South African and international intellectual property laws. All data and information communicated to or from the The Company website and/or any Website information as well as the database is the sole property of the Company.

The Company grants you permission to view, electronically copy and print portions of the Site for the sole purpose of placing an order with the Company for any of the Products.

Any use of materials on the Site other than for the purpose noted above including, without limitation, the unauthorised submission, removal, modification, dissemination, copying or distribution of copyrighted or other proprietary content, without the prior written consent of the Company and/or the lawful trademark and/or copyright owner (if applicable), is prohibited and constitutes an unlawful infringement of the intellectual property rights of the Company and/or such trademark and/or copyright owner.

Trademarks

"Santa Bras", the Santa Bras logo as well as the Company logo and all other marks, logos and trade names appearing on this Site are trademarks of the Company, its holding company or affiliates in the Republic of South Africa, or of third parties who have authorised the Company to display such trademarks on the Site. Nothing contained on this Site should be construed as granting, by implication or otherwise, any license or right to use any of the trademarks displayed on this Site without the express prior written consent of the Company. Your use of any of the trademarks

displayed on the Site or in any of its contents is strictly prohibited. You may not copy, reproduce, publish, upload, post, transmit, distribute or modify any of the trademarks appearing on this Site. You further undertake not to infringe any right of the Company or trademark owners in respect of such trademarks. The use of the trademarks on any other website or networked computer environment is prohibited.

Unlawful use

You shall not use this website to send or post any message or material that is unlawful, harassing, defamatory, abusive, threatening, obscene, sexually orientated, racially offensive, profane or which violates any applicable law and you hereby indemnify the Company against any loss, liability, damage or expense of whatever nature which the Company or any third party may suffer and which is caused by or attributable to, whether directly or indirectly, your use of the Site.

Links and Advertising

No person, business or other website may link to any page on this website without the prior written permission of the Company.

External hyperlinks may be provided on the website, but such links are beyond the Company's control. You shall not interpret the provision of such hyperlinks as constituting any relationship between the Company and any linked third party, nor as an endorsement by the Company of such third party. Hyperlinks provided on this website to other websites are provided as is and the Company does not necessarily agree with, edit or sponsor the content of such websites. The use of, or reliance placed by you on any external links provided on the website is entirely at your own risk.

Any advertising and other promotional material that may be displayed on the website from time to time shall not be interpreted as constituting any relationship between the Company and any third party placing such advertising or promotional material on the website, nor as an endorsement by The Company of such third party. Any use of, or reliance placed by you on such material is entirely at your own risk.

Disclaimers and Exclusions of Liability

You expressly agree that use of the website is entirely at your own risk. The website and its contents are provided on an 'as is' and 'as available' basis and has not been compiled to meet individual requirements. It is your responsibility to satisfy yourself, prior to entering into this Agreement, that the service available from and through this Site meets your requirements, and is compatible with the hardware and/or software used by you.

The Company makes no representations nor gives warranties of any kind, whether express or implied including, without limitation, with respect to the Site, its contents, the accuracy thereof or any warranties or representations regarding the effectiveness of any security or encryption facilities or with regard to the availability of Products and/or delivery arrangements and times.

The Company disclaims all representations and warranties including, but not limited to, warranties as to the availability, accuracy or content of information, Products or services, and warranties of merchantability or fitness for a particular purpose of information, goods or services.

The Company does not warrant that the functions provided by the Site will be uninterrupted or error free, or that the Site or the server that makes it available are free from viruses or other harmful components. Save as expressly set out herein, the Company shall under no circumstances whatsoever be liable to you, including without limitation, as a result of or in connection with the Company's negligent acts or omissions or those of their employees, agents, representatives, sub-contractors or other persons for whom in law they may be liable (in whose favour this constitutes a contract or undertaking for their benefit), for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused (and whether arising under contract, delict or otherwise), sustained by either you, the recipient of the Products or services or any other person arising from or as a result of any sale concluded in terms of this Agreement, the delivery, non-delivery, incorrect, erroneous or late delivery, the use or possession of the Products or services.

The Company, its directors, employees, sub-contractors, agents, representatives, affiliates and suppliers shall not be liable for any loss, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of or reliance upon the Site (including any information contained thereon) or the Internet. You hereby indemnify the Company from and against any loss or damage suffered or liability incurred including, without limitation, in respect of any claim or demand by any third party by reason of any act or omission on your part or that of any family member, agent or representative acting on your behalf in connection with transactions concluded on the Site and/or in terms of this Agreement and/or in relation to the receipt of Products or services supplied by the Company pursuant to any such order.

Notwithstanding any other provisions contained herein, the Company's liability whether in contract or delict arising from any breach of any obligation in terms of this Agreement, negligence or otherwise shall not exceed at any time the value of the Product(s) in respect of which any such dispute or claim arises.

By accessing this Site you warrant and represent to the Company that you are legally entitled to purchase the Products and that all the details you have provided are true and complete.

Information, ideas and opinions expressed on this Site should not be regarded as professional advice or the official opinion of the Company. You should consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Site.

Security

The Company will endeavour to ensure that your personal information are protected as they travel over the Internet. Given the current state of Internet technology however, there is no guaranteed secure transmission of data over the Internet. Therefore the Company cannot guarantee the absolute security of any information you transmit to us or which the Company transmits to you. You agree that the Company shall be entitled, at all times, to take all reasonable steps to ensure the integrity and security of the Site, including associated applications.

The content contained on the Site may be used by you for your own personal shopping and information purposes only. In using the Site you warrant that you shall not infect it with any computer programming (such as a virus) that may damage, interfere with, delay or intercept any data or information on the Site and you hereby indemnify the Company for any damage caused by any act

attributable to you. Any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page shall be prosecuted.

General Terms

The Company may, in its sole discretion, suspend or terminate the operation of the website at any time without prior notice to you and without the need to give you reasons for such termination or suspension.

We may change the terms of this Agreement from time to time without notice to you. Any amendments will take effect immediately on posting of the amendments on the website. You shall be deemed to have accepted any changed terms should you continue to use the website.

If any provision of this Agreement is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining terms.

This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof. Any indulgence or extension of time granted by the Company to you shall not be construed as a waiver or variation of any of our rights or remedies.

Any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this Agreement, may be submitted to confidential arbitration in Durban, South Africa in terms of the expedited rules of the Arbitration Foundation of Southern Africa. Notwithstanding either party's right of arbitration, either party may elect to refer the dispute to any Court with competent jurisdiction.

The website is registered and managed in the Republic of South Africa and this Agreement is accordingly governed by the laws of the Republic of South Africa.

The Company chooses its domicilium citandi et executandi for all purposes under this

Agreement, whether in respect of court process, notice, or other documents at 62 Gleniqua Drive, Glentana, Groot Brakrivier, Mosselbaai and marked for the attention of the CEO.

Electronic Communications

When you use or visit this The Company website, or send electronic communications to the website including, without limitation, e-mails or place orders for Products, you:

- Consent to receiving communications from the Company electronically;
- Agree that all notices, disclosures and other communications sent by the Company, including this Agreement, satisfies any legal requirements, including but not limited, to the requirement that such communications should be 'in writing';
- Agree that the Company may use your information to contact you about promotions and special offers if you have indicated during registration that you would like to receive such information. You are entitled, at any stage, to opt out of this service. We shall not sell or rent information about you including, without limitation, your name, identity number, address,

email address and contact telephone number (“personal information”) to any third parties; and

- Agree that the Company may disclose your personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as otherwise required by law, e.g. for accounting purposes.

Collection of Cookies

A cookie is a piece of information that is deposited on your computer's hard drive by your web browser when you use our computer server. The cookies enable us to recognise you and give us information about your previous visits. Most browsers accept cookies automatically, but usually you can alter your settings to prevent automatic acceptance. If you choose not to accept cookies, this may disable some of the features of our Website. The information that we collect and may share with our advertisers is anonymous and not personally identifiable. It does not contain your name, address, telephone number or email address.

The Company Online Site Terms

To buy Products on the The Company Online Site you must be over the age of 18 (eighteen) and have access to electronic banking in order to make payment via Electronic Funds Transfer (EFT).

If you have any questions regarding our Website, the terms, products or services, please contact us on admin@santabracigars.com.

Online Registration

Registration and/or use of the The Company online site constitutes acceptance of this agreement by you, and shall accordingly apply as between the company and yourself and cause you to be a “business partner”.

Registration on our Website is free and does not oblige you to purchase anything.

Upon registration you will be required to choose a user name and a password. Please keep your password secret. The Company accepts no liability for any damages suffered or losses incurred as a result of the misuse or loss of your password. In this regard you represent and warrant that your user name and password shall:

- Be used for personal use only and;
- Will not be disclosed to any third party.
- Upon acceptance of your registration, a registration confirmation email will automatically be sent to the email address you provided us with when registering. Transmission times depend on your Internet Service Provider, but it typically takes less than 10 (ten) minutes to receive the confirmation email. If you do not receive the confirmation email please contact us as soon as possible.

You will be required to login with your username and password each time you want to access your account. You can access your account by clicking on “Sign in” on the top right of any page on our website.

Placing an order online

To purchase products from the The Company online site you can register your personal information, or complete the purchase by checking out as a business partner. When placing an order online you will be required to provide us with the following personal information including but not limited to your:

Name and Surname;

Email address;

Contact number;

South African identity number when required (for TV Licence validation);

Payment details;

Delivery address;

Billing address;

We will send you updates on the progress of your order. If you have registered an account you can track the progress of your order by signing in and going to your “Order history”. If you checkout as a guest you will not be able to track your order on the Site. If you have any queries you can contact the online call centre. Your delivery address and contact details are required to facilitate the delivery of your order.

Product Availability & Pricing

The Products displayed on this Site are subject to availability and will be delivered only within the Republic of South Africa, within the defined areas as determined by the Company. All prices displayed on the Site are quoted in South Africa Rand (ZAR). These are valid and effective only in the Republic of South Africa.

The Company reserves the right, without prior notice, to discontinue or change pricing or specifications on Products and services offered on the The Company website.

Subject to availability, the price you pay for Products will be the price shown on the The Company Online Site on the date that you pay for such Products.

Time-based pricing is only available during the times and dates stipulated on the Site.

In the event of a Product being on special, this price will be displayed. On occasion prices seen online may only be valid on the Site and not in The Company stores.

The Company cannot guarantee availability of stock but will endeavour to fulfil your order. Where items cannot be delivered, The Company will endeavour to contact the customer based on the

information provided at checkout, and offer either the option to cancel the order or reduce the quantities, where applicable.

Stocks of all goods on offer are limited. The Company shall use its reasonable efforts to discontinue the offer as soon as stock is no longer available.

If we are unable to supply each and every item ordered or in the quantities ordered and cannot contact the customer, The Company reserves the right to cancel the delivery until such time as it is able to get hold of the customer.

Delivery costs are calculated taking into account the area of delivery as well as the weight and product dimensions of each Product being delivered, and are quoted separately.

Free/Discounted delivery promotions are limited to specific web promotions/orders only.

Unfortunately, pensioners discounts do not apply online.

Obvious errors

Whilst all precautions are taken by the Company to provide the correct information on the website, in the event that we identify an inadvertent and obvious error in the price, product or service description, images and any other relevant content, The Company is not obliged to provide you with the affected product or service.

The Company will make every effort to contact you to alert you of the error. In such circumstances you are entitled to cancel the purchase and we will provide a full refund for the amount paid.

Colours & Images

We have made every effort to display as accurately as possible the colours of the Products that appear on the Site. As the colours that you see are subject to the monitor settings on your computer, we cannot guarantee that your monitor's display of any colour will be completely accurate.

By accessing, browsing and using our website, you understand and agree that we cannot be held responsible for any errors that might be a result of incorrect images displayed. We will endeavour to remove and replace any images that are incorrect as quickly as possible.

Methods of payment

Should you pay for the products via Manual EFT, the order will only be processed once we have received successful confirmation of payment that has cleared in the Company's bank account, and is reflected as a payment on the Company's bank statement within 5 working days of date of the placement of your order.

By submitting an order to buy Products (as well as your identity number, where required) you:

- Represent and warrant that you are over the age of 18;

- Represent and warrant that you are authorised to make payment with a Credit Card or Store Card if you are paying via this mechanism;
- Are authorised to make payment using the specified bank account should if you are paying via instant EFT
- Represent and warrant that there are sufficient funds available to pay for the order; and
- Consent to us providing your personal information to our third party payment provider, which is necessary to enable us to perform our obligations in terms of this Agreement.

In order to protect our interests as well as yours, the Company may scrutinize transactions to prevent attempted fraud. A transaction may be refused if the Company is not satisfied that it is legitimate.

No other method of payment, including by gift voucher, will be accepted by the Company in respect of the purchase of Products on the Site.

Confirmation of Orders

Orders placed on the The Company Online Site constitute your offer to purchase products subject to this Agreement. Your offer is deemed to have been received by the Company when payment is received from the issuing bank in the case of payment via Credit Card, Store Card, Instant EFT, or when your payment reflects on the Company's bank statement in the case of payment via manual EFT.

Failure by the Company to formally confirm or notify acceptance shall not affect the validity of the sale or the enforceability thereof.

Agreement of Sale

An agreement of sale in respect of a product between the Company and you only comes into effect when payment has been made and the products have been delivered at your chosen address. In this regard the word "payment" means a Credit or Store Card authorisation is received by the Company from the issuing bank or when the Company's bank statement reflects your payment via EFT, and the order has been invoiced. The words "delivery" means the transportation and the handover of the product to you.

The Company shall only be liable to refund monies already paid by the user. Unless otherwise stated, a delivery fee will be charged each time you purchase an item online for delivery.

Delivery Confirmation

On receipt of your order we will send you an email describing the products and services you have ordered. These communications confirm we have received your order, but do not represent any acceptance of your offer to purchase products or services from us. We are not legally obliged to provide the products and services to you during the offer process. The contract between you and The Company will only be completed when we deliver the products to you. Any products or services on the same order which have not been dispatched/delivered to you do not form part of that contract. Delivery dates are estimates only, and as we process your order we will inform you if any products or services on your order turn out to be unavailable or delayed for any reason.

Risk and Ownership

Risk in the Products shall pass to you upon delivery of the Products at the delivery address chosen by you. Until payment is received in full for any goods sold, ownership in the Products shall remain with the Company and such Products shall be returned and/or surrendered to the Company following receipt of a default notice from the Company.

Collections

We do offer a collection option on request.

Cancellation

If for any reason you would like to cancel an order, this may be done by contacting our Customer Services Centre on 082 923 1258.

You will be able to cancel orders up to a period not exceeding 7 (seven) days after the date on which the Products are received by you. All items returned must be returned in their original packing, undamaged. We reserve the right not to accept a return of Products if the original packaging or seal has been damaged or if the Products are no longer in their original packaging. No penalty charges will be levied against cancelled orders prior to the abovementioned cut-off time. The Company will, however, be entitled to recover from you the direct cost of recovering the Products.

Replacement Products and Refunds

Should the Company supply the incorrect Product or if the Product supplied is damaged or faulty, the Company shall exchange the Product for a new one, provided that the damaged or incorrect unit is returned within 10 (ten) days of the delivery of the Product to you. The Company will replace any damaged or faulty Product or an incorrect Product with a new Product within a reasonable amount of time.

We will collect your product from you at no charge. Once we have received and inspected the product(s) and validated your return, we will exchange or refund you, depending on your preference.

Refunds will only be processed onto the payment method that was used when the order was created, and into the account it was paid from.