



[www.wikishop.co.za](http://www.wikishop.co.za)

# Website Terms and Conditions

## DISCLAIMER

You must take care of your own online safety and use the Website at your own risk. Wikishop provides the Website “as is” and does not make any warranties about the Website.

Wikishop is not legally responsible for content in websites of Third Parties to which this Website and/or Service links.

You must use discretion before taking any action based on the information, ideas and opinions expressed on this Website.

Wikishop does not accept liability for any submissions made in email communications by its employees, resellers and/or referrers that caused damage to you or Third Parties.

Wikishop will not be liable for indirect or consequential damage.

## YOUR RIGHTS

Wikishop gives you a limited license to view and use the Website.

## PROHIBITIONS

You must not copy, reverse engineer or modify this Website without Wikishop’s consent.

You must not sublicense or transfer your rights to use the Website to another.

You must not intentionally overcome the security measures that protect the Website or deliver malicious code to damage the Website.

You must not frame or mirror any page of this Website without Wikishop’s consent.

## INTELLECTUAL PROPERTY RIGHTS

Wikishop either owns or has been licensed to use the copyrights and trademarks in this Website. All content included in the Website such as text, graphics, images, digital downloads, and software) is protected by Copyright and is owned either by Wikishop or its content providers. These terms of use do not grant you any intellectual property rights in the Website. Wikishop reserves all rights not expressly granted. All Wikishop’s Intellectual Property are its property and you may not use them without consent.



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## **GUARANTEES**

Guarantees offered will depend on the suppliers which shall be stated in the product description for each product.

## **BINDING SALES AGREEMENT**

By using the Website, You are bound by these Website Terms and Conditions.

A binding sales agreement between Wikishop and you comes into force when:

- You have registered an Account on the Website by completing and submitting the electronic registration form and/or when you have opted for a quick check out during the ordering process; and
- you have placed an order for selected Products and thereby made an offer to purchase them from Wikishop; and
- you have made payment to Wikishop; and
- Wikishop has notified you that it has accepted your offer and that it will dispatch the order.

If you have placed an order, it is deemed that you have made an offer to purchase to Wikishop who in its sole discretion may accept or decline the offer. Taking payment from you via credit card or EFT does not indicate acceptance of the offer to purchase and Wikishop will immediately refund you in case your offer has been declined. The autoresponse sent to you after you have placed an order does not constitute an acceptance of your order.

## **ACCOUNT ACTIVATION**

Upon registration of an Account, you:

- Must choose a username and password;
- Must maintain the confidentiality of the username and password;
- Must report unauthorised use or suspected compromise of the username and/or password to Wikishop;
- Accept responsibility for all actions carried out with your username and password. Wikishop and other Website Users may assume that any actions carried out were done with your authorisation;
- Are responsible for all submissions made on the website.

The contract between you and Wikishop terminates when you delete your Account from the Website.



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If Wikishop suspects fraudulent or other criminal activity on your part while using the Website or in case of breach of these terms, or if the conduct in any way negatively affects the rights and interests of Wikishop, it may in its sole discretion temporarily suspend or terminate your access to the Website. In such circumstances, Wikishop will send you a suspension notice unless in its sole discretion it deems that such notice will lead to further damage and violation.

Wikishop reserves the right to institute criminal action against you for any illegal use of the Website.

### **PAYMENT AND PRICING**

If Wikishop has not received your payment, it is under no obligation to dispatch the Products to you.

### **INVOICES**

The Wikishop shall issue an invoice two business days after accepting the order.

### **RETURNS AND REFUND POLICY**

Wikishop shall provide a full refund if package is undamaged and in original condition. You must send us the Product in its original packaging at your own expense along with the original invoice or at least the invoice number.

### **INCORRECT PRICING**

Wikishop always verifies prices as part of its fulfilment process. If a Product has been listed at an incorrect price accidentally, Wikishop reserves the right to refuse or cancel your order. In that case Wikishop will contact you with the option of either paying the correct amount and/or accepting a refund.

### **PRODUCT DESCRIPTIONS**

Wikishop attempts to provide accurate product descriptions. However, Wikishop does not warrant that product description or other content on the Website is accurate, complete, reliable, current or error-free. If a product offered by Wikishop is not as described, your sole remedy is to return it in an unused condition and apply for a refund.

### **SHIPPING POLICY**

When Wikishop accepts your order, it will dispatch the order a.s.a.p. and the courier will deliver your order within the timeframe as stated on the invoice but as a guideline it would be between 5-10 working days from the date of the order.

Delivery charges are calculated automatically by the Website. However, calculation errors may occur and Wikishop may notify you of such and either pass a refund or require an additional charge to cover the delivery.



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Once the Products have reached your Shipping Address, the risk passes to you for any loss or damage to the Products.

### **COOLING OFF RIGHT**

You may exercise your right to cool off and return the Products at your expense to Wikishop for a refund. However, you must exercise this right within 7 days after receiving the Products and they must be unused and in resalable condition.

Upon receipt of the Product(s), Wikishop will give you a refund within a maximum of 30 days of receiving the returned Product(s). You must pay the costs of sending the Product(s) back to Wikishop and you will forfeit the original delivery charges.

### **CHANGING OR CANCELLING AN ORDER**

You may change the order through your Account any time before the order has been dispatched except if the original Products ordered, would have been custom made for you. If the Product has already been dispatched, you will have to follow the refund policy should you wish to change or cancel the order.

### **PRIVACY NOTICE**

#### **Collection of Personal Information for the following reasons:**

Wikishop collects personal information through this website to:

- Provide customer service.
- Keep record of transactions.
- Improve our products and services.
- Customise the website according to our customer's interests e.g. through the use of cookies.
- Run promotional competitions.
- Comply with legal, regulatory and corporate governance obligations and good practice.
- Analyse purchasing preferences and improving services.

#### **Types of Personal Information Collected:**

Personal Information that Wikishop gathers about you may include:

Name.

Address.

Telephone number.

Email address.



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Online identifier e.g. social media name, location, IP address, device information.

### **From Whom Does Wikishop Collect Personal Information?**

Wikishop collects the personal information directly from you.

When you use the Website, Wikishop may gather information about you through Internet access logs, cookies and other technical means. 'Cookies' are text files placed on your computer to collect Internet log information and user behaviour information. These are used to track website usage and monitor website activity and for other data processing reasons set out below.

Some of the cookies Wikishop uses are essential for parts of the Website to operate and have already been set. You may delete and block all cookies from this site, but parts of the Website will not work.

### **Is the supply of the Personal Information voluntary or mandatory?**

The supply of Personal Information is voluntary but if it is not supplied, Wikishop cannot provide customer service, and you will not be able to place or receive orders.

Wikishop collects your Internet usage information automatically when you visit it.

### **What laws require/authorise Wikishop to collect Personal Information?**

Consumer Protection Act; and

Electronic Communications and Transactions Act

### **Wikishop intends to transfer the Personal Information to a foreign country:**

No transborder flows of information are planned.

### **Disclosures and exchange of information**

Wikishop may exchange and disclose the Personal Information under its care to service providers, suppliers of the ordered Products and advertisers as well as law enforcement agencies and regulatory bodies.

### **Your right to request Wikishop access to the Personal Information held and to require it to rectify inaccurate Personal Information**

You may at any time request Wikishop to confirm what Personal Information it holds about you by following the procedure as set out in its Promotion of Access to Information Act Manual. If the Personal Information is inaccurate, you may request Wikishop to rectify it.



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### **Your right to lodge a complaint with the Information Regulator**

If you feel that Wikishop has interfered with the protection of your Personal Information, you may lodge a complaint with the Information Officer of Wikishop who will liaise with you to resolve your dispute.

You may also lodge a complaint with the Information Regulator.

### **DISCLOSURES I.T.O. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

**Full name and legal status of the Website Service Owner:** Wikishop, a sole proprietorship that operates in the Republic of South Africa;

**Website address and email address:** [www.wikishop.co.za](http://www.wikishop.co.za);  
[info@wikishop.co.za](mailto:info@wikishop.co.za)

**Physical address and telephone number where services are rendered:** 303 Voelklip Rd. Heraldsbay 6615

**Postal Address:** PO Box 23, Goodhope, Willowmore, 6445

**Registration number, names directors and the place of registration of the Website Owner:** Stephen Nortje; South Africa.

**Description of the main characteristics of the Service offered by the supplier:** Wide range of different products will be sold, this includes gifts, sports, jewellery, clothing etc.

**The minimum duration of the agreement:**

For as long as a website user as a registered account on this Website.

**Physical Address where Wikishop will accept legal service of documents:** 303 Voelklip Rd. Heraldsbay 6615.

### **ELECTRONIC COMMUNICATIONS**

You accept that Wikishop may communicate with you through email for the following reasons: sending you notifications of special promotions and competitions, informing you of changes to the website terms and conditions and for providing customer service..

You may elect not to receive electronic marketing messages from us and may opt-out using the mechanism provided. Wikishop however reserves the right to notify you of changes to these terms and conditions, and to the website in general.



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When Wikishop sends an email to you, it is deemed that you have received it when you are capable of downloading the email.

When you send an email to Wikishop, it is deemed to have been received when it replies to the message.

You agree that all electronic notices, disclosures and other communications between Wikishop and you, satisfy any legal requirement that such communications be in writing.

## **COMPETITION RULES**

Wikishop occasionally runs promotional competitions that are free to enter.

Should you wish to enter, you must complete the online competition entry form before the stated deadline of the competition, accept the terms and conditions and submit the form.

Our competition rules are as follows:

1. Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons ("your partner")).
2. The competition is not open to directors, members, partners, agents, employees or consultants of Wikishop or any of its affiliated companies or any supplier of goods or services in connection with a competition and the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified above.
3. Only one entry per participant will be taken into consideration.
4. Entrants under the age of 18 must obtain permission from their parents or guardians before entering.
5. You may not participate in or win a competition if you have won a competition promoted by us within the past six months. You will be eligible to participate in a competition promoted by us after the expiry of six months after the date on which you won the last competition.
6. It is your responsibility to ensure that your entry is received by us prior to the closure of the competition. Any entries which are not received by us prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. We and our affiliates are not responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof.
7. We and our affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter into, or obtain any materials related to, the competition.



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8. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.
9. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. Wikishop will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize.
10. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that your entry or participation in the competition will necessarily result in you winning a prize, a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
11. We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
12. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.
13. You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.
14. You must possess whatever documents and permissions that may be required in order to accept and use a prize, including, as regards international travel, a valid passport and all necessary visa and travel documentation, which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.
15. The winners will be notified by means of the contact details provided to us. If we are, or a third party supplier is, unable to contact a winner within 30 days or if the winner is unable to collect the prize within 60 days, the winner will forfeit the prize and Wikishop reserves the right to re-draw a new winner under the same conditions.
16. In the event that you win a prize you agree to the publication of your name and to appear in person in the electronic media and the print media, and you agree, within reason, to endorse, promote or advertise our goods or services, for which no fee will be payable.
17. Wikishop may require you to provide us with such additional information as we may reasonably require in order to process and facilitate your acceptance and/or use of a prize.
18. In the event that you win a prize provided by a third party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. Wikishop will not be responsible for any further



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correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.

19. Wikishop and its third party suppliers, as the case may be, reserve the right to vary, postpone, suspend, or cancel the competition and any prizes, or any aspect thereof, without notice at any time, for any reason which we deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against Wikishop, our affiliates and third party suppliers.
20. You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
21. Wikishop and its affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by Wikishop or any of its affiliates in accordance with the terms and conditions.
22. You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliates harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this competition and/or acceptance and/or use by you of a prize.
23. You acknowledge that the acceptance and use of a prize is subject to the proviso that all of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith you will take full responsibility for your partner, you indemnify and hold Wikishop and its affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize and any minor will be accompanied by a parent or legal guardian.
24. If you fail or, if your partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which Wikishop may have, you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize), you will pay Wikishop for any loss or damage incurred by it directly or indirectly as a result of your (or, if applicable, your partner's) non compliance, including all of our legal costs (including attorney and own client costs) which it may incur in taking any steps pursuant to your (or your partner's) non-compliance.
25. You indemnify and hold Wikishop and its affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which



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may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.

26. For purposes hereof, "affiliate" means Wikishop{'s} partners, co promoters and sponsors of this competition, its subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and Wikishop{'s} and their directors, officers, employees, agents and representatives.
27. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.
28. Wikishop and the judges' decision on any matter concerning the competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.

#### **COMPLAINTS AND DISPUTES**

You may contact Wikishop about the service you received by

emailing the Customer Relations Department at email address:  
[info@wikishop.co.za](mailto:info@wikishop.co.za)

or by

using the online contact form .

Wikishop undertakes to resolve any disputes internally as far as practically possible.

#### **CHANGES TO WEBSITE**

Wikishop reserves the right to amend any information about its products on this Website. It may change these terms and conditions in its sole discretion, by posting the new terms on the Website and/or notifying you by email using the last email address you gave Wikishop. If the changes are material, it will try to provide at least 30 days notice prior to any new terms taking effect. What makes a material term will be determined at its sole discretion.

You must acquaint yourself with any such amendments to the terms and conditions and they will take effect from date of notice.

#### **GOVERNING LAW**

The Laws of the Republic of South Africa governs the interpretation and validity of this Agreement.

#### **GENERAL**



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You acknowledge that Wikishop uses third party vendors to provide the necessary hardware, software, networking, storage, and related technology required to provide access to the Website.

These terms and conditions form the whole agreement between the Parties and supersede all prior agreements, other representations and understandings.

If a certain clause in this agreement is found not to be unenforceable, that clause will be removed but the rest of the terms and conditions will still be valid.

Even if this agreement is terminated, the following clauses will continue to apply: Intellectual Property Rights, Disclaimer and Limitation of Liability, Governing Law and General.

## **INTERPRETATION AND DEFINITIONS**

**“Intellectual Property”** refers to any copyrights, moral rights, goodwill, trade marks, source code, software applications, trade secrets or similar intellectual property rights;

**“Party/Parties”** refers to either Wikishop or to you;

**“Personal Information”** refers to the Personal Information you supply to Wikishop or that it collects about you. It includes all the information as defined by the Protection of Personal Information Act 4 of 2013;

**“Process or Processing”** means any operation or set of operations including collection, receipt, collation, storage, updating, modification, retrieval, consultation, use, distribution, merging, linking, restriction and destruction;

**“Website”** refers to the official website address: [www.wikishop.co.za](http://www.wikishop.co.za)