

# VAN SCHAIK BOOKSTORE TERMS AND CONDITIONS

**BY USING AND/OR ACCESSING OUR PLATFORMS OR SERVICES, YOU AGREE TO BE BOUND BY OUR TERMS.**

## 1 ABOUT OUR TERMS AND CONDITIONS

1.1 These terms and conditions (the "**Terms**") will form a written contract between you and Van Schaik Bookstore Proprietary Limited ("**Van Schaik**", "**we**", "**us**" and "**our**") and will govern our relationship and your use of our Platforms and/or Services. When we refer to "**Platforms**" we mean all our websites, mobile sites, mobile apps, emails, social media platforms or any other technology or mechanism you may use to interact with us. "**Services**" refers to any products, goods, services or functionality offered, owned or operated by us via our Platforms, including our Mobile Services.

1.2 We may amend the Terms from time to time. Any new version of the Terms will be published on our Platforms and will become effective from the date that we first published it. It is your obligation to visit our Platforms on a regular basis in order to determine whether any amendments have been made. By continuing to use our Platforms and/or Services after we published changes to the Terms, you agree to be bound by the changed Terms.

## 2 DISCLAIMER

- The information contained on this website is subject to any errors and omissions which may be present. Bibliographic information is provided by third parties. It is presented 'as is' and vanschaik.com does not accept responsibility for inaccuracies.
- Vanschaik.com shall only accept financial transactions once payment has been processed and your account has been debited.
- All prices quoted are inclusive of VAT.
- To the extent that there is any error or omission, vanschaik.com has the right within its sole discretion to inform you of this and not to accept any transaction.
- In the case of credit card orders, vanschaik.com reserves the right to request faxed copies of the front and back of the card and a signed letter authorizing the transaction.

- Vanschaik.com is a division of Van Schaik Bookstore, a private company incorporated in accordance with the company laws of the Republic of South Africa.
- Vanschaik.com's physical address - 1st Floor, Delphi Arena, 1 Old Oak Road, Tygervallei, Bellville, Cape Town 7595 - should be used for legal service of documents.
- Prices quoted are for vanschaik.com shop only and do not apply to other Van Schaik Bookstore physical address store locations, domicilium citandi and executandi.
- e-Books, music, games and other digital products or software purchased for use or download using Vanschaik.com cannot be returned due to the nature of the product. Digital products or software may however be made available for a reasonable trial period as per a Purchaser's express request.

### 3 **DELIVERY**

- All international deliveries (postal and courier) are subject to the import and custom duty laws of the destination country.
- "One Day Delivery" is a 24 hour period (excluding weekends and public holidays) commencing after the online order has been received, paid for and packed by VanSchaik.com.
- Once packed, the parcel will be delivered by a 3rd party contracted courier. The 24 hour period is deemed to commence during the normal business hours of the Van Schaik Bookstore Call Center.
- Vanschaik.com cannot be held responsible if a parcel or item is detained or confiscated due to laws applicable in the destination country.
- Electronic delivery (of a digital product or software service) such as an e-book is dependent on the user's connectivity equipment, computer hardware machinery (computing and storage systems) and internet service provider (ISP) that connect to the internet world wide web. Van Schaik Bookstore makes no warranties nor accepts liabilities from the use of 3rd Party software used to engage the user with the product sold. These are available via the providing 3rd party's terms and conditions.

## **PART 1: REWARDS PROGRAMME TERMS AND CONDITIONS**

## 4 REGISTRATION FOR VAN SCHAIK BOOKSTORE REWARD PROGRAMME

4.1 In order to become a Van Schaik Bookstore Reward Programme member ("**Member**"), you must register by:

4.1.1 filling out a registration form and handing it in at any participating Van Schaik Bookstore; or

4.1.2 signing-up online through our Platforms.

4.2 By completing the registration process, you agree and accept to be bound by the Terms and any additional terms or amendments to the Terms that we may implement from time to time. If you do not agree to be bound by the Terms you should not participate in the Van Schaik Bookstore Reward Programme. We reserve the right to exclude any Member from the Van Schaik Bookstore Reward Programme should he/she not comply with of our Terms.

4.3 Members will receive a Van Schaik Bookstore Reward Programme card (which may be a physical card or a virtual card) ("**the Card**"). The Card will be activated once registered on the Van Schaik Rewards database. You may select a secret pin number for your Card. The Card is not transferable. The benefits will accordingly accrue to the named Member only.

4.4 The Card is issued by, and remains the property of, Van Schaik, which reserves the right to issue, decline and withdraw a Card at any time.

4.5 You will also select a login and password to access your account.

4.6 In these Terms your membership number, Card, pin, login and password are referred to as "**User ID's**". Your User ID's is personal to you. You -

4.6.1 must keep your User ID's confidential and not disclose it to any third party;

4.6.2 must inform us promptly if a third party gains access to your User ID's;

4.6.3 are responsible for all payments, use of, or activity on our Platforms or Services under your User ID's;

- 4.6.4 will not do multiple log-ins simultaneously (log-in at any one point in time more than once using the same User ID's);
- 4.6.5 will not circumvent our User ID's authentication procedures or systems;
- 4.6.6 **are liable for any damage, loss or costs sustained by you, us or by any third party howsoever arising as a result of any actions by you or any third party using your User ID's.**
- 4.7 While a User ID's is personal to you, we own it. You may accordingly not sell or otherwise transfer any entitlements thereto.
- 4.8 You will sign out from your account at the end of each session.
- 4.9 Membership is open to all Van Schaik Bookstore customers.

## **5 REWARDS AND BENEFITS OF VAN SCHAIK BOOKSTORE REWARD PROGRAMME**

- 5.1 Not all offers will be available at all stores or in all countries where the Van Schaik Bookstore Reward Programme is active. Cards issued in South Africa can only be used in South Africa and not in Namibia, Botswana, Swaziland or anywhere other than South Africa.
- 5.2 Members will have access to exclusive offers on selected products and/or services sold by us or our affiliates or partners from time to time.
- 5.3 To take advantage of Member-only special offers and benefits, Members must present the Card at the point of sale, before payment.
- 5.4 In addition, Members will be entered into Member-only prize draws. The terms and conditions for these price draws will be published on our Platforms.
- 5.5 **Earning Loyalty Rewards:**
  - 5.5.1 Members can earn loyalty rewards ("**Loyalty Rewards**") as follows:

5.5.1.1 by swiping or displaying the Card at the time of purchase in a Van Schaik Bookstore. Members will accumulate reward points at a rate of 1 point per R100 spent (excluding online purchases on our Platforms). For promotional purposes we may award more points per R100 spent. Each point is R1, which can only be used as set out below (in clause 5.7). Points will be reversed in respect of returned goods, where refunds were processed;

5.5.1.2 by interacting with advertisements sent from our Apps to your mobile device, as determined by us from time to time. You can learn more about earning rewards by interacting with our Apps from our website.

5.5.2 All points earned in a particular calendar month will be available after the 15th of the following calendar month.

5.5.3 Expiry of Loyalty Rewards: Loyalty Reward will expire 24 months from the day you have earned them, with the oldest points being redeemed first.

5.5.4 **Loyalty Rewards are not redeemable in cash. If you do not use your Loyalty Rewards within the 24 months, if you cease to be a Member or if we terminate the Van Schaik Loyalty Programme, for whatever reason, you will lose your Loyalty Rewards.**

## 5.6 **Top-up value**

5.6.1 Members can top-up or increase the value of their Card by depositing money into the Card at any Van Schaik Bookstore or by using our App ("**Top-up value**").

5.6.2 Top-up value will be added to your total Card balance immediately.

5.6.3 Expiry of Top-up value: Top-up value will not lapse for as long as you remain a Member.

5.6.4 **Top-up value is not redeemable in cash. If you do not use your Top-up value, or if you cease to be a Member or if we terminate the Van Schaik Loyalty Programme, for whatever reason, you will lose your Top-up value.**

5.7 **Spending Loyalty Rewards and Top-up value:**

5.7.1 Members can only use their Loyalty Rewards and Top-up value to pay for:

5.7.1.1 any products in Van Schaik Bookstores;

5.7.1.2 airtime via our App;

5.7.1.3 data bundles via our App;

5.7.1.4 vouchers via our App.

5.7.2 Spending will be deducted in the following sequence:

5.7.2.1 from Loyalty Rewards, oldest to newest available Loyalty Rewards;

5.7.2.2 once Loyalty Rewards are depleted, from Top-up value.

5.8 The Loyalty Rewards or Top-up value cannot be used to pay your Van Schaik Store account.

5.9 We reserve the right to alter or amend the terms and conditions of the Van Schaik Bookstore Reward Programme or to terminate the Van Schaik Bookstore Reward Programme, or any membership, at any time without notice.

**PART 2: TERMS APPLICABLE TO VAN SCHAIK MOBILE**

6 In this Part 2:

6.1 "**Blacklist**" means the disablement, by electronic or other means, of your SIM, thereby preventing the unauthorized use thereof;

6.2 "**Customer Services**" means our Customer Services department which you can contact on +27 (0)12 366 5400 (international callers) or 08600 STUDY (within South Africa)(08:30 to 17:00 SAST) at normal charges; or via the "Contact Support" option under the Settings menu in the App.

6.3 "**Mobile Device**" means a digital cellular mobile apparatus or terminal, including smartphones, tablets, or hybrid phone-tablets;

- 6.4        "**Mobile Services**" means the pre-paid mobile cellular service, including internet access services and other electronic communications services, which we procure for you through the Network Operator from time to time;
- 6.5        "**MSISDN**" means the unique mobile station integrated services digital network number allocated to you for the purpose of obtaining the Mobile Services;
- 6.6        "**Network Operator**" means an electronic communications network services provider (selected by us from time to time) which supplies access to the Network over which we provide the Mobile Service to you;
- 6.7        "**Network**" means the mobile cellular electronic communications network operated by the Network Operator;
- 6.8        "**RICA**" means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2000, as amended;
- 6.9        "**SIM**" means your identity module card, which bears your MSISDN and enables you to access the Network.

- 7 This Agreement records the terms and conditions of the supply of our Mobile Services to you.
- 8 Your request to activate the SIM purchased by you and our activation of the SIM will result in a binding agreement between us.
- 9 In order to activate your SIM, you must register your SIM in terms of the provisions of section 40 of RICA, this can only be done in one of our participating stores.
- 10 Van Schaik and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via Van Schaik's or the Network Operator's network. Van Schaik and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of Van Schaik and/or a third party Network Operator performing any activity referred to in this clause where Van Schaik is obliged by operation of law to perform such acts.
- 11 Should you sell or in any manner provide your activated SIM to any person other than a family member, you and the person receiving the SIM must provide Van Schaik with certain information. Should you lose or have a SIM stolen you must report it to the South African Police Services.
- 12 You are required to ensure that the Mobile Device that you intend to use in order to receive the Mobile Service is compatible with the Mobile Services.
- 13 In the event of the theft of your Mobile Device, you will immediately inform us so that we may Blacklist your SIM.
- 14 You must notify us forthwith in writing or via our Platforms of any change to your information or details.

- 15 You agree that we may use and make your information available to the Network Operator to maintain a comprehensive and accurate database of our subscribers, and for such other purposes as we may require in order to give effect to our obligations under our agreement with them.
- 16 All rights of ownership attaching to your MSISDN and SIM shall at all times remain vested in the Network Operator.
- 17 Risk in and the responsibility for SIM will pass to you on delivery thereof.
- 18 Charges applicable to the Mobile Service are available on our Platforms.
- 19 We cannot guarantee any connection speed, which will depend on the coverage area of the Network Operator and the network conditions.
- 20 Airtime or data may not and cannot be transferred from one user to another or converted into Rand value.
- 21 Upon expiration there shall be no rollover of unused airtime or data to the following month or year.
- 22 We have the right to suspend our Mobile Services to you, if:
  - 22.1 there are any changes in any applicable legislation; the Network fails or becomes temporarily unavailable due to any modification(s) and/or upgrade(s) and/or maintenance and/or circumstance(s) beyond our control;
  - 22.2 you fail to comply with any of our Terms; or
  - 22.3 you unlawfully use our Mobile Services, or if you unlawfully tamper or modify with your Mobile Device or SIM.
- 23 We reserve the right to change, replace or remove any benefits or Mobile Services given to you under these Terms.

### **PART 3: GENERAL TERMS**

#### **24 COMMUNICATIONS**

- 24.1 You agree that we may use your details for future communications via telephone, email and/or SMS. All personal information will be recorded, used and protected by us in accordance with current data protection legislation and our privacy policy.
- 24.2 Members will receive details of special offers, competitions and related information from us and our affiliates or partners. Members' personal information will not be shared with third parties, except where this is necessary for the operation of the Programme.
- 24.3 You may notify us in writing that you do not wish to receive or continue to receive such communications. This can be done by unsubscribing from the any marketing received from our Platforms or by notifying us via email at [marketing@vanschaik.com](mailto:marketing@vanschaik.com) or telephonically at 08600 STUDY/78839.
- 24.4 **Note that some of our Platforms, like our Apps, are marketing platforms, which may reward you for interacting with the advertisements on the Platform. By downloading our Apps you agree to receive advertising through push notifications from the App on your mobile device, should you wish not to receive this advertising, you should not download or use our Apps.**

## 25 **THIRD PARTY CONTENT**

- 25.1 Our Platforms or Services may include, from time to time, advertisements from third parties and/or external links to other websites possessing their own content or any other third party content ("**Third Party Content**").
- 25.2 You acknowledge that the Third Party Content -
- 25.2.1 is beyond our control and that any reliance on any representation, statement or information contained in Third Party Content is at your risk;
- 25.2.2 cannot be verified by us, and that we cannot be expected to determine its accuracy or reasonableness; and

25.2.3 may contain representations, statements or information which does not represent the views, opinions or beliefs of us, our associates, directors, employees or affiliates.

## 26 **DISPUTES**

26.1 Complaints must be submitted to us and will be dealt with by us in accordance with the provisions of this clause.

26.2 Any payment default by you arising from, or in connection with, any service rendered or provided by us, will be excluded from the provisions of this clause, and we will be entitled to proceed to institute legal action against you.

26.3 Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any relevant authority, court or other dispute resolution body or refer the matter to Arbitration as contemplated in clause 26.9 below.

26.4 Please direct all complaints to [marketing@vanschaik.com](mailto:marketing@vanschaik.com). Your complaint should include the following:

26.4.1 your name and surname;

26.4.2 your ID number;

26.4.3 the date on which the complaint arose; and

26.4.4 a brief description of what gave rise to the complaint.

26.5 In the event of a billing complaint you should also include the following:

26.5.1 a copy of the bill concerned or the particulars thereof, e.g. account number;

26.5.2 the reason for the dispute;

26.5.3 the amount in dispute; and

26.5.4 supporting information or documentation, if any.

26.6 We will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.

- 26.7 We will formally respond with a view to proposing a resolution of your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we reasonably require under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 26.8 You may approach any other relevant authority, court or dispute resolution body or refer the matter to Arbitration as set out in clause 26.9 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by us.
- 26.9 Any dispute between us may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**Arbitration**"). Such arbitration shall be held either in Cape Town or Johannesburg, and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
- 26.10 The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 26.11 The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction in South Africa to obtain interim or other relief in cases of urgency.

## **27 THIRD PARTY GOODS, SOFTWARE AND SERVICES**

- 27.1 We may offer services or products of third parties, or our Services in conjunction with that of third parties.
- 27.2 We provide such services or products subject to the terms, conditions and limitations imposed by those third parties.

- 27.3 If those third parties change, suspend or stop providing such services or products, we may similarly change, suspend or stop providing it to you. We may nevertheless endeavour to provide such a service in another way or by using another supplier or service provider.
- 27.4 When you acquire services or products from a third party through any of our Platforms or Services, you understand and agree that -
- 27.4.1 we are not a party to the contract between you and the third party;
- 27.4.2 we are under no obligation to monitor the third party service used by you;
- 27.4.3 the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. We will not be liable to you for any reason under the contract with the third party;
- 27.4.4 you will evaluate the product or service and the applicable terms and conditions before acquiring the product or service.

## 28 **AVAILABILITY**

- 28.1 While we endeavour to ensure that our Platforms and Services are normally available 24 hours a day, we shall not be liable if, for any reason, our Platforms or Services are unavailable at any time or for any period.
- 28.2 Access to our Platforms or Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
- 28.3 We reserve the right to modify or discontinue the Van Schaik Bookstore Reward Programme, the Platforms and/or Services, or any features, at any time without notice to you.

## 29 SECURITY AND PRIVACY

- 29.1 We will be entitled, subject to applicable laws, to take whatever action we may deem necessary and reasonable to preserve the security and reliability of our Platforms and/or Services or data thereon.
- 29.2 You may not use our Platforms or Services in any manner which may compromise the security of our network or any other network connected to our network.
- 29.3 We take reasonable steps to secure your payment information. We use a payment system that is in our reasonable opinion sufficiently secure with reference to accepted technological standards and the type of the transaction concerned.
- 29.4 We will deal with your personal information in accordance with the provisions of our Privacy Policy, which can be found at <http://www.vanschaik.com/page/privacy-policy/>.

## 30 APPLICATION LICENSE

- 30.1 Each of our mobile applications ("**Apps**") is licensed, not sold, to you for use only under the terms of this license. Subject to your compliance with these Terms, we grant you for each of our Apps you have downloaded, a limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to use a copy of each of our Apps on a mobile device that you own or control and to run such copy solely for your own personal purposes. You may not rent, lease, lend, sell, redistribute or sublicense our Apps. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of our Apps, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with our Apps).
- 30.2 The terms of the license will govern any updates that replace and/or supplement the original Apps.
- 30.3 The license is effective until terminated by you or us. Your rights under this license will terminate automatically without notice from us if you fail to comply

with any term(s) of these Terms. Upon termination of the license, you shall cease all use of the Apps, and destroy all copies, full or partial, of the Apps. The termination of this licence will not affect your rights or remedies, or ours, for the period prior to termination, or those rights and obligations which the license intends, either expressly or by implication, to survive beyond termination.

## 31 BREACH

31.1 Subject to any other provisions set out in these Terms and without prejudice to any of these provisions, should you be in breach of any provision of these Terms, then we shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:

31.1.1 afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or

31.1.2 suspend your access to our Platforms or Services;

31.1.3 cancel all agreements concluded between us; or

31.1.4 claim immediate performance and/or payment of all your obligations in terms hereof.

## 32 INDEMNITY

32.1 **You hereby unconditionally and irrevocably indemnify us and agree to indemnify and hold us harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by us as result of any claim instituted against us by a third party (other than you) as a result of (without limitation):**

32.1.1 **your use of our Platforms or Services other than as allowed or prescribed in these Terms;**

32.1.2 **any other cause whatsoever relating to these Terms or the provision of Services to you where you have acted wrongfully or failed to act when you had a duty to so act.**

### **33 DISCLAIMER AND LIMITED LIABILITY**

- 33.1 You use our Platforms and Services at your own risk.**
- 33.2 Save to the extent otherwise provided for in these Terms or where you are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of the Platforms or Services.**
- 33.3 Without limiting the generality of the provisions of clause 34.2, we shall not be liable for and you will have no claim of whatsoever nature against us as a result of –**
  - 33.3.1 your use of the password reminder service which you acknowledge you are not obliged to use and have voluntarily elected to make use of;**
  - 33.3.2 the loss of or access to any usernames or passwords which you are required to safeguard and not allow unauthorized access on the understanding that we will be entitled to assume that you are the person so using or gaining access to any service or account where your username or password is used;**
  - 33.3.3 any unavailability of, faults or interruption in the Services or Platforms;**
  - 33.3.4 any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in these Terms.**
- 33.4 We may make changes to our Platforms or Services at any time without notice.**
- 33.5 Our Platforms and Services are supplied on an "as is" basis and have not been compiled or supplied to meet any user's individual requirements. It is your sole responsibility to satisfy yourself prior to entering into this**

**agreement with us that the Services available on or through our Platforms will meet your individual requirements and be compatible with your hardware and/or software.**

#### **34 TERMINATION**

34.1 We will be entitled to terminate your agreement with us if:

34.1.1 our Network Operator no longer makes the Network available to us; and/or

34.1.2 we are required in terms of law to do so; and/or

34.1.3 you are in breach of these Terms; and/or

34.1.4 we cease to provide any Platform or Services.

#### **35 GENERAL TERMS**

35.1 These Terms are the sole record of the agreement between you and us, with neither party being bound by any express, tacit or implied representation or warranty not recorded in these Terms.

35.2 No agreement shall be concluded or amendment to these Terms effected merely by you sending a data message to our Platforms.

35.3 We may cede, transfer or assign our rights and obligations under the Terms to a third party without your consent.

35.4 You may not cede, transfer or assign your rights or obligations under the Terms to a third party without our written consent.

35.5 If any provision of the Terms is or becomes unenforceable for any reason, then such provision will be treated as if it had not been included in the Terms to the extent that it remains unenforceable and shall not affect the validity of the remaining provisions of the Terms.

- 35.6 All provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the relevant provisions of any applicable laws which may not be overridden or set aside by agreement are complied with.
- 35.7 The Terms are governed by and interpreted in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law, with you irrevocably consenting to the exclusive jurisdiction of the courts of the Republic of South Africa, including the Magistrates Court, in respect of all proceedings arising out of or pursuant to the Terms.
- 35.8 You agree that we may (but are not obliged to) intercept or monitor all communications sent or posted by you to our Platforms, Services or our employees. You agree that the consent provided herein by you satisfies any "writing" requirement prescribed in law.

## 36 **MORE ABOUT US**

- 36.1 Van Schaik Bookstore Proprietary Limited (registration number 2013/135137/07) is a company registered in the Republic of South Africa.
- 36.2 A list of officer bearers can be found at <http://www.vanschaik.com/page/about-us-2016/>.
- 36.3 You can contact us by sending an email to [marketing@vanschaik.com](mailto:marketing@vanschaik.com); or by registered post to: The Marketing Manager, Van Schaik Bookstore, 1 Old Oak Road, 2<sup>nd</sup> Floor, Delphi Arena, Tyger Valley or P.O. Box 2355, Bellville, 7530.