

Website Terms and Conditions of Use

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

1.1. This website, which is accessible at www.bridgestone.co.za ("this website"), is made available by Bridgestone South Africa Holdings (Pty) Ltd, registration number: 1981/002994/07, incorporating Bridgestone South Africa (Pty) Ltd, registration number: 1930/002801/07, Bridgestone South Africa Commercial (Pty) Ltd, registration number: 1988/006824/07, Bridgestone-Firestone Pre-Cured Tread Manufacturing (Pty) Ltd, registration number: 2000/017069/07 and Bridgestone South Africa Retail (Pty) Ltd, registration number: 1983/010523/07 ("the owner").

1.2. The terms and conditions set out below, including any additional document incorporated by reference ("terms and conditions"), apply to any person who uses, accesses, refers to, or views any part of this website (which includes "you" or "your" including cognitive terms).

1.3. You hereby warrant that you have the legal capacity to enter into this agreement as these terms and conditions apply and are binding to persons 18 and older. If you are unsure whether you have the legal capacity to enter into this agreement, please consult with someone to assist you with this information before continuing to use this website.

1.4. Subject to clause 1.6 below, the page you are reading sets out the terms and conditions on which you may use, access, refer to, or view (individually and collectively referred to as "use") this website and the information, content, products or services available on or through this website ("the website content"), whether or not the website content is provided by or belongs to the owner, its affiliates, subsidiaries, holding companies, partners, third-party providers or any other party. The website content includes but is not limited to any software, icons, text, graphics, images, sound clips, trade names, logos, designs, trade marks and service marks that are displayed on or incorporated in this website.

1.5. Once you have read these terms and conditions, your use of this website constitutes acceptance of these terms and conditions as outlined in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002.

1.6. If you accept these terms and conditions, you must comply with all of these terms and conditions. If you do not agree to these terms and conditions, you will not be allowed to use this website and the website content, and you must immediately delete all copies of the website content in your possession or under your control. This includes, but is not limited to, any website content that has been copied or cached by you.

1.7. In addition to these terms and conditions, you acknowledge that the owner may at any time impose additional terms and conditions relating to any service, content, products, facilities or functionality that is made available by the owner, or the owner's affiliates, subsidiaries, holding companies or partners, by way of this website or otherwise ("the additional terms and conditions"). If you wish to use these services, content, products, facilities or functionality, you must agree to the additional terms and conditions.

1.8. You are allowed to print a copy of these terms and conditions. If you have any difficulty printing these terms and conditions or require assistance in obtaining a hard copy or electronic copy of these terms and conditions or of the additional terms and conditions, contact Danai Mashego on dmashego@bridgestone.co.za.

2. VARIATION / AMENDMENTS / UPDATES OF THESE TERMS AND CONDITIONS

2.1. Subject to the variations or amendments provided for in terms of clause 2.2 below, no other variation or amendment, in any form whatsoever, of these terms and conditions will be enforceable or binding on the owner unless the owner has agreed to such variation or amendment in writing.

2.2. The owner reserves the right without notice to change, modify, amend, add to or remove portions or whole parts of these terms and conditions from time to time permanently or temporarily. All updates and/or amendments to the terms and conditions are effective on the date the Provider publishes them on the Website.

2.3. The responsibility is on you to determine whether any updates and/or amendments have been made on these terms and conditions. The continued use of the website by the User after the updates and/or amendments have been made to the terms and conditions, has the effect of the User agreeing to be bound by the new terms and conditions.

3. SCOPE OF PERMITTED USE

3.1. Subject to these terms and conditions, and any additional terms and conditions, you may only use this website and the website content to view, refer to, or print this website and the website content for lawful personal and non-commercial purposes ("the permitted use"). The permitted use does not extend to the source code of this website or of the source code of any software or computer program that forms part of the website content.

4. PROHIBITED ACTS

4.1. You are not allowed to perform any act that is not fair use within the context of the scope of the permitted use or which has not been expressly approved by the owner in writing ("the prohibited acts"). The prohibited acts include but are not limited to:

4.1.1. Not to engage in any abuse of e-mail or spamming, including the posting or cross-posting of unsolicited articles with the same message (or substantially the same message) to an unacceptably high number of e-mail and newsgroup recipients where such messages are not specifically solicited;

4.1.2. Not to post or transmit any message, data, image or programme which is defamatory, or violates any other personality rights or carries a criminal sanction;

4.1.3. Not to post or transmit any message, data, image or programme which is illegal, offensive, threatening, abusive, harassing, harmful or hateful data, image or programme;

4.1.4. Not to post or transmit any message, data, image or programme which violates the intellectual property rights of the owner;

4.1.5. Not to post or transmit any file which contains viruses or any other destructive features, regardless of whether or not the User intends damage;

4.1.6. Not to gather e-mail addresses and/or names for commercial, political, charity or like purposes;

4.1.7. Not to violate the privacy of any person, which shall include but shall not be limited to "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts;

4.1.8. Not to intercept any information transmitted to or from the owner or the website which is not to be received by that person;

4.1.9. Not to compromise or disrupt the security features whether directly or indirectly of the website;

4.1.10. Not to interfere or disrupt another user's access to the website; and

4.1.11. Not to assist in any form or manner whether directly or indirectly contravene any provisions in these Terms and Conditions.

4.2. Should you engage in any of the above practices, the owner reserves the right to terminate, without notice, your access to the website.

4.3. These terms and conditions and any restrictions on the use of this website or the website content will also apply to any part of this website or the website content that is cached when using this website or the website content.

4.4. You must get the owner's prior written approval if you wish to perform any of the prohibited acts, whether electronically or otherwise. Requests for approval must be submitted to the Group Company Corporate Lawyer: Danai Mashego on dmashego@bridgestone.co.za. The owner is entitled, in its sole discretion, to withhold or grant consent. The owner may also impose any conditions on any consent that is granted.

4.5. When printing the website or the website content, you must ensure that the following copyright notice appears prominently on every page that is printed: "Copyright Bridgestone South Africa (Pty) Ltd. All rights reserved."

4.6. The owner may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate:

4.6.1. The operation of this website or any of the website content; or

4.6.2. Your right to use this website or any of the website content.

4.7. You may not transfer any rights granted to you in terms of these terms and conditions to any other person or entity.

4.8. The owner is allowed to grant the same, similar, additional or different rights to any other person or entity.

4.9. You are solely responsible for obtaining and maintaining all facilities, services, products and equipment that may be required by you for purposes of the permitted use.

5. EXCLUSION OF LIABILITY FOR USE OF THIS WEBSITE AND THE WEBSITE'S CONTENT

5.1. Use of this website and the website content is entirely at your own risk.

5.2. Subject to the provisions of the Electronic Communications and Transactions Act, 25 of 2002 ("the ECT Act") and to the fullest extent allowed by law, the owner will not have any liability whatsoever in relation to this website and the website content. You hereby indemnify the owner against any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from your use of or reliance on this website or the website content, or any actions or transactions resulting therefrom, even if the owner has been advised of the possibility of such loss, liability, expense, claim, penalty or damages.

5.3. In addition to the general scope of clauses 5.1 and 5.2 above and to the fullest extent allowed by law, the owner will not be liable for any unavailability, interruption, downtime, malfunction, or failure of this website or the website content for any reason whatsoever.

5.4. For the purposes of this clause 5 and clause 7 below, any reference to the owner will be considered to also include the employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, advisers, service providers, suppliers and content providers of the owner.

6. EXCLUSION OF WARRANTIES AND REPRESENTATIONS

6.1. Any views or statements made or expressed on this website are not necessarily the views of the owner, the owner's affiliates, subsidiaries, holding companies, partners, employees, officers, servants and/or agents.

6.2. This website and the website content is provided "as is" and is subject to change without notice.

6.3. Subject to the provisions of the ECT Act, this website and the website content is provided without any representation or warranty whatsoever, whether express, implied or statutory. This includes but is not limited to any representation or warranty as to the operation, integrity, compatibility, availability or functionality of this website or as to the operation, accuracy, completeness, integrity, compatibility, availability, functionality or reliability of the website content.

6.4. The owner also makes no warranty or representation, whether express or implied, that the website content is free of viruses, destructive materials or any other data or code that is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system, computer network, any handset or mobile device, or your hardware or software.

6.5. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code that is able to corrupt, compromise, jeopardise, disrupt, disable, harm or

otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software.

6.6. The owner does not accept any responsibility for any errors or omissions on this website or the website content.

6.7. You must not rely on any warranty or representation that allegedly induced you to agree to these terms and conditions, unless the representation or warranty is recorded in these terms and conditions.

6.8. This website and the website content is not intended to, and does not, constitute advice or a recommendation of any nature at all in respect of, but not limited to, any institution, investment, service or product.

7. REFERENCES AND LINKS TO AND FROM OTHER WEBSITES, PRODUCTS AND SERVICES

7.1. This website may contain references or links to other websites ("other websites") and to the products, opinions or services of third parties. These references or links are not intended to be, and should not be interpreted as an endorsement, recommendation, or affiliation to these other websites or the opinions, products, services or conduct of third parties. Your use of other websites or the products or services of third parties will be entirely at your risk.

7.2. Subject to the provisions of the ECT Act and to the fullest extent allowed by law, the owner is not responsible for any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from or related to the reliance on, use or attempted use of other websites or the opinions, products or services of third parties.

7.3. You may not make (and you may not allow any third party to make) any reference to the owner, this website or the website content, whether by way of a link or otherwise, where the reference could in any way be interpreted as an endorsement, affiliation, or recommendation by the owner in relation to you or a third party, or of your services, products, opinions or conduct or those of a third party.

8. INTELLECTUAL PROPERTY

8.1. The website content, including (without limitation) any software, icons, text, links, graphics, images, sound clips, trade names, logos, trade marks and service marks are protected by law, including but not limited to copyright, patent and trade mark law, and are the property of the owner and/or third parties. Any unauthorised use of the website content is prohibited.

8.2. Subject to clause 3 above, you will not acquire any right, title or interest in or to this website or the website content other than those rights expressly granted to you in these terms and conditions. Your rights of use are subject to these terms and conditions.

8.3. Where any of the website content has been licensed to the owner or belongs to any third party, your rights of use will also be subject to any terms and conditions imposed by that licensor or third party from time to time and you agree to comply with such third-party terms and conditions.

9. VARIATION OF CERTAIN DEEMING PROVISIONS IN THE ECT ACT

9.1. By using this website, you agree that these terms and conditions create a binding agreement between the owner and you, even though these terms and conditions are wholly or partly in the form of a data message. You agree specifically that:

9.1.1. The agreement will be treated as if it was concluded at the owner's physical address detailed in clause 12.1 below on the date on that you first made any use of this website;

9.1.2. An electronic signature is not required by you or the owner for purposes of agreeing to these terms and conditions. You agree that by using this website or the website content this will be sufficient evidence of your agreement to these terms and conditions;

9.1.3. Any data message sent by you to the owner will be deemed to have been sent from the owner's physical address detailed in clause 12.1. below if neither your usual place of business nor residence is located within the Republic of South Africa;

9.1.4. Any data message sent by the owner to you will be deemed to have been received by you at the owner's physical address detailed in clause 12.1. below if neither your usual place of business nor residence is located within the Republic of South Africa;

9.1.5. Any communication sent to you by an information system programmed to operate automatically on behalf of the owner will not be a data message attributable to the owner or authorised by the owner;

9.1.6. Subject to clause 9.1.5 above and clause 12 below of these terms and conditions, a data message sent by you to the owner will only be treated as having been received by the owner when an acknowledgement of receipt is sent by the owner personally or a person who had authority to act on behalf of the owner in respect of that data message; and

9.1.7. This agreement will be interpreted and implemented in accordance with the laws of the Republic of South Africa and you agree to the jurisdiction of the courts of the Republic of South Africa.

10. DISCUSSION FORUMS AND READER COMMENT FACILITIES

10.1. Discussion forums and reader comment facilities ("the forums") may, from time to time, be made available on the website.

10.2. By you posting or publishing any content on the forums, you:

10.2.1. Grant to the owner a non-exclusive, royalty free, irrevocable licence to use, publish, disseminate, distribute, reproduce, adapt, and/or sub-license such content on the website and/or to any of its affiliated publications and to use the content for, amongst others, its promotional, marketing and research purposes;

10.2.2. Acknowledge and agree that while the owner is unable to review all content posted in the forums, it reserves the right, in its sole discretion, to delete, edit or relocate any such content for any reason;

10.2.3. Acknowledge that should you disclose your personal information in any of the forums, your personal information may be viewed, collected and/or used by any other party using the website. In such circumstances, you agree that the owner shall not be obliged to protect your personal information or any other interest in law or otherwise, and you indemnify the owner from any loss (whether direct, indirect or consequential) you may suffer as a result of any party being privy to your personal information;

10.2.4. Agree that you may use the forums only for personal, non-commercial purposes.

10.3. You acknowledge and agree that the owner shall be entitled, in its sole discretion and for any reason, to prohibit you, from participating in any discussion in any of the forums.

11. INTERCEPTION AND MONITORING

11.1. You agree that your communications on this website may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 (as amended), by the owner or any other competent authority.

12. MISCELLANEOUS MATTERS

12.1. ADDRESSES FOR NOTICES:

12.1.1. Except where stated otherwise in these terms and conditions, the owner's address for the service of any notice is: Postal address: P.O. Box 515, Isando 1600; Physical address: Cnr Quality & Isando Roads, Isando, 1600; Tel: 011 923 7500.

12.1.2. All notices to the owner must be marked for the attention of Group Company Corporate Lawyer: Danai Mashego. All notices of a legal nature or relating to legal proceedings must be delivered by registered post to the postal address of the owner and also either delivered by hand to the physical address of the owner or sent to the fax number of the owner.

12.1.3. Notices given to the above addresses will only be deemed to have been duly given:

12.1.3.1. 14 days after posting, if posted by registered post to the owner's postal address;

12.1.3.2. 3 days after delivery, if delivered by hand to the owner's physical address;

12.1.3.3. 3 days after confirmed successful transmission, if sent to the owner's fax number.

12.2. DISPUTES, CLAIMS AND LEGAL PROCEEDINGS:

12.2.1. Subject to clause 12.2.4 below, any dispute declared by you and any claim that you may have against the owner arising out of or in connection with these terms and conditions or the use of the website or the website content, including after termination, cancellation or amendment of these terms and conditions, will be referred to arbitration in accordance with the Arbitration Act

1965 (as amended) or any replacement Act and will take place in accordance with the commercial arbitration rules of the Arbitration Foundation of Southern Africa.

12.2.2. Subject to clause 12.2.4 below, if the owner declares a dispute with you, or wishes to institute any claim or legal proceedings against you arising out of or in connection with these terms and conditions or your use of the website or of the website content, the owner reserves the right to deal with the matter in a forum of its choice, which will include but will not be limited to the courts of the Republic of South Africa. This right will continue to apply after termination, cancellation or amendment of these terms and conditions.

12.2.3. You agree that the owner is entitled, but is not obliged, to institute any proceedings arising out of or in connection with these terms and conditions or your use of the website or of the website content, in any magistrates' court in the Republic of South Africa having jurisdiction over you, even though the cause of action in question exceeds the jurisdiction of that court.

12.2.4. Neither you nor the owner will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

12.3. COSTS:

12.3.1. Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by the owner arising out of your use of this website or the website content, or a breach of these terms and conditions, will be borne by you.

12.4. ASSIGNMENT:

12.4.1. You may not cede, assign or transfer any of your rights and obligations in these terms and conditions without the prior written consent of the owner.

12.4.2. The owner is entitled to cede, assign or transfer any of the owner's rights and obligations in these terms and conditions without your prior written consent and without notice to you.

12.5. INTERPRETATION:

12.5.1. The clause headings in these terms and conditions have been inserted for convenience only and will not be taken into consideration in the interpretation or affect the constructions of these terms and conditions.

12.5.2. Any reference in these terms and conditions to the singular includes the plural and vice versa. Any reference in these terms and conditions to natural persons includes legal persons. References to any gender include references to the other genders and vice versa.

12.5.3. Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases:

12.5.3.1. Defined in these terms and conditions will bear the same meaning throughout these terms and conditions;

12.5.3.2. Not defined in these terms and conditions but defined in the ECT Act will bear the same meaning given to them in the ECT Act.

12.5.4. In the event that any of the terms of these terms and conditions are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

12.5.5. References to "writing" or notices "in writing" by the owner in these terms and conditions only includes writing on paper signed in ink by an authorised representative of the owner and specifically excludes any writing that may be in electronic form.

12.5.6. No relaxation or indulgence that the owner may grant to you will be deemed to be a waiver of any of the owner's rights in these terms and conditions or in law.

12.5.7. In the event of any conflict between these terms and conditions and any additional terms and conditions, the additional terms and conditions will prevail.

12.5.8. The termination of the agreement created by these terms and conditions will be without prejudice to any other rights or remedies that you or the owner may be entitled to under this agreement or at law, and will not affect any accrued rights or liabilities of you or the owner nor the coming into or continuance in force of any provision of these terms and conditions that is expressly or by implication intended to come into or continue in force on or after such termination.