



TERMS & CONDITIONS OF USE

Yum Restaurants International (Pty) Ltd

You may access this site on condition that you accept these Terms & Conditions of Use as they are and without any modifications to them by you. These Terms & Conditions of Use are a binding contract between you and us so it is very important that you read them carefully and ensure that you understand and accept them.

If you access the site, we will take that to mean that you have read and understand these Terms & Conditions of Use and agree to them. If you do not agree with any provision contained in these Terms & Conditions of Use, please do not access the site(s).

We reserve the right, in our sole discretion to, and you agree that we may, amend these Terms & Conditions of Use at any time, in any way and from time to time. We will publish the amended Terms & Conditions of Use on this website and notify you where possible and applicable, that the Terms & Conditions of Use have been amended. These amendments shall come into effect immediately and automatically upon the publishing thereof on this website.

It is your responsibility to review these Terms & Conditions of Use regularly and to ensure that you agree with any amendments to these Terms & Conditions of Use. If you do not agree with any amendments to these Terms & Conditions of Use, you must no longer access the site(s).

Chapter VII of the ECT Act grants rights to any natural person (in other words, living human beings) who enters or intends entering into what is known as an "electronic transaction" with us on the site(s). None of these Terms & Conditions of Use are intended to limit the rights the ECT Act grants you.

PROVISIONS PERTAINING TO LEGAL LIABILITY

These Terms & Conditions of Use contain provisions which limit our exposure to legal liability and even make you responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms & Conditions of Use. It is therefore important that you familiarise yourself with these provisions before you access the site and that you not Access the site if you do not agree to abide by those provisions.



Legal Age & Capacity

You may not access the site(s) and may not accept these Terms & Conditions of Use if you lack the legal capacity to enter into a binding contract with us; are a person barred from accessing the site(s) under the laws of the Republic of South Africa or other countries including the country in which you are resident or from which you access the site(s).

By accessing the site(s) and/or the content, you represent and warrant that you are of full legal age or are emancipated or have your parent/guardian's consent to enter into a contract, being these Terms & Conditions of Use.

Aspects of The Site May Change

We may add new features and modify or even discontinue existing features without notice to you and in our sole discretion. You agree to this.

You Are Free to Stop Accessing the Site at Any Time Without Notifying Us

Content accessible through the site may not be appropriate for all users and while we take reasonable steps to monitor and remove objectionable content, it remains solely your responsibility not to consume inappropriate content or to prevent underage users from accessing this content where it is within your control to do so.

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



Interpretation

These Terms & Conditions of Use may contain several terms and phrases which have a specific meaning in this document. In these Terms & Conditions of Use, headings are for convenience only and shall not be used in its interpretation.

Any reference in these Terms & Conditions of Use to a Party shall, if such Party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that Party's liquidator or trustee, as the case may be.

Unless we indicate to the contrary in these Terms & Conditions of Use, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

Definitions

The following expressions shall bear the meanings assigned to them below and related expressions shall bear corresponding meanings:

- **"3rd Party Websites"** means websites other than this site(s);
- **"Access"** when used in the context of a website (whether it be the Sites or a 3rd Party Website), means to visit, use, load in a web browser, mobile phone or similar software application or device or otherwise engage with a website;
- **"Branded Sites"** means Yum Restaurants International (YRI) and Yum branded sites which includes YRI and Yum branded accounts, pages and websites hosted by or located on the Social Networks;
- **"Content"** means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the site(s);
- **"ECT Act"** means the Electronic Communications and Transactions Act 25 of 2002;
- **"Facebook"** means Facebook Inc. as well as the social network located at <http://facebook.com>, as the context dictates;



- **"Intellectual Property"** means, collectively, the patents, copyrights (and moral rights), trademarks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which We own, license, use and/or hold (whether or not currently) on the site(s);
- **"know-how"** means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secrets and other processes and methods we use in connection with the site(s), as well as, all available information regarding marketing and promotion of the goods and services described in these Terms & Conditions of Use, as well as all and any modifications or improvements to any of them;
- **"POPI Act"** means the Protection of Personal Information Act 4 of 2013;
- **"Post"** means to upload, publish, transmit, share or store;
- **"Promotional Competition Rules"** means the general Terms & Conditions of Use governing all YRI promotional competitions;
- **"Properties"** means properties or content on which advertisements are shown;
- **"Remarketing Lists"** means a list of User Cookies created or otherwise obtained by you and used in connection with remarketing or similar audiences;
- **"Similar Audiences Lists"** means a list of users created by Google and other platforms based on a **Remarketing List** for use in connection with similar audiences;
- **"Social Networks' Terms of Use"** means the Terms & Conditions of Use governing the Social Networks' services and/or platforms from time to time;
- **"RIC Act"** means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002;
- **"Social Networks"** means online social networks, social media generally and similar communication tools including, but not limited to, blogs, Facebook and Twitter;
- **"The Sites"** means this Website and other Branded Sites ("Site" is a reference to any one of the Sites, as the context permits or indicates);
- **"Terms & Conditions of Use"** means these Terms & Conditions of Use, as amended from time to time;
- **"Trademarks"** means those trademarks we own (or which we are designated as beneficial owner of) and any other trademarks, designs, logos, style names, tag lines and slogans which we own or have the right to use or any derivative service offerings of, and applications for, any of same;
- **"Twitter"** means Twitter Inc. as well as the social network and messaging platform tools accessible through: <http://twitter.com>;
- **"This Website"** means the Yummy Hood website located at: www.yummyhood.co.za
- **"You"** means visitors to the site(s);



- **"Us", "We", "Our" and "YRI"** means Yum Restaurants International (Proprietary) Limited, a company with limited liability incorporated in accordance with the company laws of the Republic of South Africa (registration number 1994/003839/07), and the licensee for the all Trademarks, system and system property in Africa;
- **"User/s"** means, in the context of **Content** or the **Sites**, anyone who accesses the sites within the meaning of the term **"Access"** above;
- **"Unique User"** means a unique instance of a browser, application or similar technology;
- **"User Cookie"** means the user identifier (of which a cookie is one example) associated with a user for **Remarketing** or **Similar Audiences**.

When any number of days is prescribed such number shall exclude the first day and include the last day unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.

All annexures, addenda and amendments to these Terms & Conditions of Use form an integral part of these Terms & Conditions of Use and, therefore, our contract with you.

The Sites

We operate the site(s) as extensions of our information, education and marketing initiatives. Information about the site(s) may be found on the site concerned.

Registration

You may be required to register on the site(s) if you wish to access the site(s). Registration is achieved using a registration form available on the Site(s). When you register on the site(s) you may be asked to select a user name and password which you will use to secure your account. Once registered you will be able to log into your account using your user name and your password or your relevant account information with your preferred authentication service.

In order to successfully complete the registration process, you may be required to submit information about yourself and your preferences to us ("Registration Data"). The use of your Registration Data is dealt with in our Privacy Policy which can be found at www.yummyhood.co.za and which, for the avoidance of doubt, forms part of these Terms & Conditions of Use.



You warrant that the Registration Data is accurate, current and complete (this includes Registration Data we may receive from providers). You will be denied access to the site(s) should you breach this warranty or subsequently be found to have breached this warranty.

We may take steps to verify your Registration Data once you have completed the requisite registration process using a verification email sent to your given email address. You agree to this verification process and irrevocably consent to us gaining access to relevant information held by 3rd parties (including, but not limited to the Social Networks) which may be required to reasonably complete the verification process. You acknowledge and agree that access to the site(s) may be limited until such time as the verification process has been successfully completed.

Should you not agree to the verification process as contemplated above or withhold your consent, your access to the site(s), generally, may be suspended or terminated and you waive any claims you may have against us, YRI Associates, our officers, directors, employees, servants, agents and/or contractors arising out of our denial of access to you to the sites(s).

You agree that the security of your account is solely your own responsibility. You further agree that:

- you are responsible for maintaining and promptly updating the Registration Data and any other information you provide us with, thereby keeping it accurate, current and complete;
- if you believe that information or content posted to the site(s) infringes on any person's rights in any way, you will notify us immediately;
- if you believe the security of your registration on the site(s) has been compromised in any way, you will notify us (in the case of this Website) or the relevant provider (in the case of other branded sites) immediately;
- you shall be held fully responsible for any misuse or compromise to your account which we are not properly notified about; and
- if any security violations are believed to have occurred in association with your account, we reserve the right to suspend access to your account pending an investigation and resolution.

Users' Code of Conduct

You may not access the content or the site(s) for or in conjunction with any illegal, unlawful or immoral purposes or for purposes prohibited by these Terms & Conditions of Use.



You may not frame the site(s) in any way whatsoever except as permitted by the sites' functionality (details may be found on the site(s) concerned) or otherwise without our prior written permission. Recognising the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding your conduct on the site(s) as well as the providers' terms.

You agree to adhere to generally acceptable Internet and email etiquette. In this regard, without being limited to the examples listed below, you agree not to:

- engage in any abuse of email or spamming, including, without being limited to – the posting or cross-posting of unsolicited content with the same or substantially the same message to recipients that did not request to receive such messages; and inviting people who you may be connected to using 3rd party services (including, but not limited to the Social Networks) to access the site(s) where those people may not wish to receive such invitations or similar communications (in other words, make sure your contacts on other services are receptive to receiving invitations to joining us and accessing the site(s) or other communications you send them from us);
- engage in any activity intended to entice, solicit or otherwise recruit website users to join an organisation except where we expressly authorise such activities in writing;
- take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted through the site(s);
- use the site(s) to post anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
- use the site(s) to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of scam such as "pyramid schemes" and "chain letters";
- use the site(s) in a manner that may infringe the intellectual property rights (for example copyright or trademarks) or other proprietary rights of others (including, but not limited to, the Intellectual Property);
- use the site(s) in any manner which could damage, impair, overburden or disable the site(s) or interfere with any other party's access to the site(s);
- use the site(s) to post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- gather email addresses and/or names for commercial, political, charity or like purposes or use the services to collect or attempt to collect personal information about third parties without their knowledge or consent;



- violate the privacy of any person or attempt to gain unauthorised access to the site(s) or any other network, including (without being limited to) through hacking, password mining or any other means; and/or
- otherwise use the site(s) to engage in any illegal or unlawful activity.

Should you engage in any one or more of the above practices, which shall be determined in our sole discretion (and which decision shall be final), then we shall be entitled, without prejudice to any other rights we may have, to:

- without notice, suspend or terminate your access to the site(s) to the extent your access to the site(s) is within our control;
- hold you liable for any costs or damages we incur as a result of your misconduct; and/or
- notwithstanding our Privacy Policy which can be found at www.yummyhood.co.za, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

Promotional Competitions

We may conduct promotional competitions from time to time on one or more of the site(s). While those promotional competitions will have specific Terms & Conditions of Use which apply to and govern those promotional competitions, the Promotional Competition Rules will apply to and govern all promotional competitions unless we specify otherwise in writing and these can be found at www.yummyhood.co.za.

LICENSES

Our License to You

We grant you a personal, revocable, worldwide, royalty-free, non-commercial, non-transferrable and non-exclusive license to access the content on the site(s). This license is for the sole purpose of enabling you to access the sites, in the manner permitted by these Terms & Conditions of Use. In the event we revoke this license, you may no longer access the site(s) or the content on the site(s).

You may not (and you may not permit anyone else to) copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract the source code of the site(s) or any part thereof, unless this is expressly permitted or required by law, or unless we have specifically told you that you may do so, in writing.



Unless we have given you specific written permission to do so, you may not transfer, through an assignment of rights, sub-license or otherwise, your rights to use the site(s) or otherwise transfer any part of your rights to use the site(s).

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

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

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

- the purpose of caching is to make the onward transmission of the content from the site(s) more efficient;
- the cached content is not modified in any manner whatsoever;
- the cached content is updated at least every 12 (twelve) hours; and
- the cached content is removed or updated when we so require.

Your License to Us

We do not claim any ownership rights in the content that you post to the site(s). You retain any rights that you may already have in your content when you post your content to or otherwise access the site(s), subject to the limited license you grant to us.

By posting any content on or through the site(s), you grant us an irrevocable, non-exclusive, commercial, fully-paid, royalty free, transferrable and worldwide license to moderate, use, modify, delete from, add to, publicly perform, publicly display, reproduce, commercialise or otherwise distribute such content on or through the site(s) including without limitation, distributing part or all of the site(s) or content in any media formats and through any media, partners' or affiliate channels and make use of the content in our advertising campaigns.



The license you grant to us means that:

- you are free to license your content to anyone else in addition to us;
- we may make commercial use of your content or otherwise commercialise your content;
- we are not required to pay you for the use of the content you post to the site(s);
- we are able to use our affiliates, sub-contractors and other partners (such as Internet content delivery networks and wireless carriers) to grant access to the site(s); and
- the license extends to anywhere in the world because of the global nature of the Internet and the fact that our users can access the content from anywhere in the world.

General Issues You Should Be Aware Of

Because you can only lawfully license content, you have certain rights in, you represent and warrant that:

- you own the content you posted on or through the site(s) or otherwise have the right to grant the license set forth in this section; and
- posting your content on or through the site(s) does not violate the privacy rights, publicity rights, copyright, contractual rights or any other rights of any person or entity.

You also agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any content you post on or through the site(s).