

# **TERMS AND CONDITIONS**

## **Introduction**

The Wawela Music Awards ("Wawela") website (the "site") is owned and operated by the Southern African Music Rights Organisation ("SAMRO"). By accessing the site, you, as a user, agree to be bound by the terms and conditions set forth herein (the "Agreement"). SAMRO reserves the right to change the terms and conditions of this agreement from time to time. Some pages of this site may contain their own terms and conditions that may by their terms supercede the terms and conditions of this agreement.

## **Trademarks**

Any and all brand, product, service and process names appearing on this site are trademarks of the respective holders. The Wawela Music Awards trademark and logo are the trademarks of SAMRO. SAMRO's trademarks may be used publicly with written permission only from SAMRO. Fair use of SAMRO trademarks in advertising and promotion of SAMRO products requires proper acknowledgment. Reference to or use of a product, service or process does not imply recommendation, approval, affiliation, or sponsorship of that product, service, or process by SAMRO.

## **Copyright, General Use Parameters and Restrictions**

Copyright © Southern African Music Rights Organisation. All rights reserved. This site is continuously updated and revised. All materials contained in the site (the "material" or "materials"), which include among other things images, illustrations, designs, icons, photographs, audio clips, video clips, articles, documents, products, software, databases, services and other materials that are part of this site are copyrighted or trademarked property of SAMRO or its affiliates. All trademarks and trade names are proprietary to SAMRO or its affiliates. You may not copy, reproduce, republish, upload, post, transmit or distribute the materials in any way without SAMRO's prior written permission. You may not mirror any material contained on this site on any other server. You may not use any of the materials in any other website or networked computer environment for any purpose. Nothing on this site shall be construed as conferring any licenses under any of SAMRO's or any third party's intellectual property rights. You acknowledge sole responsibility for obtaining such licences. You may display, copy, distribute or download the materials on this site provided that all of the following conditions are met:

1. Both the copyright notice which appear on this site and this permission notice appear on the materials;
2. The use of such materials is solely for personal, non-commercial and informational use and will not be copied or posted on the internet or any other network computer or broadcast in any media, and
3. No modifications of any of the materials are made.

NOTWITHSTANDING THE ABOVE, YOU ARE EXPRESSLY PROHIBITED FROM DOWNLOADING ANY DATABASES MADE AVAILABLE ON THIS SITE AS INFORMATION RESOURCES. You are prohibited from copying or imitating, in whole or in part, the design or layout of this site or elements protected by trade dress that are protected by South African and International law and other intellectual property rights. Any unauthorised use of any materials contained on this site may violate copyright, trademark, or other laws. Such violations may result in severe civil and criminal penalties against you. SAMRO will prosecute violators to the maximum extent possible.

### **Termination of Access**

This agreement is effective unless and until terminated by either you or SAMRO. You may terminate this agreement at any time. Your access to the site may be terminated immediately without notice from SAMRO, if in SAMRO's sole discretion you fail to comply with any term or provision of this agreement. Upon any termination of this agreement you agree that you will cease use of this site immediately and destroy all materials obtained from this site and all copies thereof, whether made under the terms of this agreement or otherwise.

### **Passwords**

SAMRO may ask you to choose passwords or may issue to you certain passwords and user identification numbers for access to certain areas of the site. You agree not to disclose such passwords and user identification numbers chosen by you or issued to you to any third party.

### **Use of Personally Identifiable Information**

Personally identifiable information submitted by you to SAMRO through forms on the site is treated according to SAMRO's Privacy Policy located on this site. You agree that you have read and understood the Privacy Policy.

### **Photographs**

The site may contain photographs of SAMRO personnel and others. However, if your photo appears on the site and you wish to have it removed for any reason, please send such requests to SAMRO in writing.

### **Use of Software**

This site may contain software and documentation or other materials available for download. All such software and related materials is the copyrighted works of SAMRO and/or other parties. If you use the software, you agree to be bound by the terms of the license agreement accompanying the software. You are prohibited, and you agree that you will not download or use any software unless you agree to abide by the terms of the license agreement.

### **Submissions and Third Party Content**

You agree not to submit to the site any content which is malicious, defamatory, invasive of privacy, or is obscene, pornographic, abusive or threatening; violates or infringes any person's legal rights or the legal rights of any entity, including, but not limited to, copyrights, trademarks and patents; violates any law; advocates any unlawful activity; or solicits funds for or otherwise advocates any organisation, goods or services. You are solely responsible for any materials you submit, and that SAMRO has no responsibility for any of these materials, including their legality, originality, reliability and appropriateness. By submitting your content, you agree to be bound by these terms.

### **Governing Laws**

SAMRO controls this site from its offices within the Republic of South Africa. SAMRO makes no representation that materials in the site are appropriate or available for use in other regions, and access to them from territories where their content is illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the materials in violation of South African export laws and regulations. This agreement shall be governed by and construed in accordance with the laws of the

Republic of South Africa without regard to its rules governing conflicts of law. The parties agree that the exclusive venue for all actions and arbitrations relating in any manner to this agreement shall only be in a court of proper authority located in Johannesburg, South Africa. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement. No action arising out of this Agreement may be brought by you more than two years after the date the cause of action has accrued. You may not assign this Agreement or any of its rights or obligations without the prior written consent of SAMRO, and any such attempted assignment will be void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. Notwithstanding anything else set forth herein to the contrary, the relationship between you and SAMRO is an independent contractor relationship only, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or any other agency relationship between the parties. If any provision hereof is declared invalid by a court of proper authority, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

### **Disclaimer**

SAMRO makes no representations or warranties of any kind, whether express or implied, regarding this site or its contents. SAMRO expressly disclaims any such representations and warranties, including, but not limited to those relating to merchantability and fitness for a particular purpose. Moreover, SAMRO does not represent or warrant that any materials which you may access at or through the site are current, accurate or complete. The site and all of its contents are provided on an "as is" basis only. SAMRO may change information relating to pricing and availability without notice. You agree that you will use the site and any materials available at or through the site solely at your own risk. You also agree that you are solely responsible for all costs associated with any servicing or repairs of any equipment you use, including your computer, as part of your use of the site and that SAMRO will not in any way be liable to you for damages of any kind which relate to your use of the site. You also agree to waive any and all claims of any kind or nature against SAMRO, its officers, employees, affiliates or licensees, with respect to your use of this site or any of the information or materials available at the site. SAMRO has not authenticated in any way any materials

which have been supplied by parties other than SAMRO. SAMRO does not furnish, sell, license or lease any materials except those specifically identified as being provided by SAMRO. SAMRO may be required to report to and cooperate fully with law enforcement authorities or comply with court orders which request or direct SAMRO to disclose the identity of anyone who submits materials which may be threatening or malicious or which violates any law. The site may be accessed from other countries around the world and may contain references to Wawela and SAMRO licenses, services, programs or products which are not available in your country. Any reference to these services, programs and products does not indicate that SAMRO intends to implement any of them in your country.

### **Limitation of Liability and Indemnity**

Neither SAMRO, nor [www.wawelamusicawards.co.za](http://www.wawelamusicawards.co.za), nor [www.samro.org.za](http://www.samro.org.za), nor any of its officers, directors, employees, affiliates or any of its other representatives will be liable for damages arising out of or in connection with your use of or the inability to use this site. This is an all-encompassing limitation of SAMRO's liability that applies to all damages of any kind, including but not limited to, damages that are compensatory, direct, indirect or consequential, loss of profit, income or data, damage to property and claims by any other persons or entities. You agree to defend, indemnify and hold harmless, SAMRO, its officers, directors, employees, agents, distributors and its affiliates from and against any and all third-party claims, demands, liabilities, costs, or expenses, including reasonable attorney's fees, resulting from or related to your use of the site or your breach of any of the agreements, representations or warranties you have made to or with SAMRO.

### **Links to Third-Party Sites**

SAMRO's site may contain links to other web sites which are not under SAMRO's control. SAMRO makes no representations of any kind regarding the content of such sites and you agree to irrevocably waive any claim against SAMRO with respect to such sites. You agree that anytime you access a different web site through SAMRO's site, you do so at your own risk. SAMRO is not responsible for the accuracy or reliability of any information or materials contained on non-SAMRO web sites you access through their site. SAMRO allows links to other web sites merely as a convenience to you. Any comments regarding any of these other web sites, including the materials and resources contained on them, should be directed to the entity whose web site contains these

materials or resources. However, SAMRO's webmaster would like to be copied on any complaint addressed to any of these non-SAMRO sites. The presence of a link between any web site and this site does not constitute a waiver of any right SAMRO may have to license such site for the non-dramatic public performance of musical works in SAMRO's repertoire.

### **SAMRO's Policy Regarding Linking to this Site**

SAMRO welcomes other sites linking to their site, so long as the following guidelines are followed. Developers should link to SAMRO's home page rather than linking to internal pages. You may not use the Wawela and/or SAMRO logo or any other graphics or text to imply an endorsement or support by SAMRO without written permission. To inquire further, kindly address a letter to: Webmaster, SAMRO Place, 20 De Korte Street Braamfontein, Johannesburg, 2017, Republic of South Africa.

When linking to the site, you should inform SAMRO as to the specific content you are interested in, when you plan to start linking, the duration for which the link will be available and the URL of the page that contains the link. Upon linking to [www.wawelamusicawards.co.za](http://www.wawelamusicawards.co.za) and/or [www.samro.org.za](http://www.samro.org.za), Wawela's and/or SAMRO's content should appear in its own browser window. The [www.wawelamusicawards.co.za](http://www.wawelamusicawards.co.za) and/or [www.samro.org.za](http://www.samro.org.za) page must not appear within a frame. In addition, the content of [www.wawelamusicawards.co.za](http://www.wawelamusicawards.co.za) and/or [www.samro.org.za](http://www.samro.org.za) must not be portrayed as belonging to anyone other than SAMRO. Nor should your site imply that SAMRO is endorsing your products or services. By linking your site with the Wawela and/or SAMRO site, you agree that you will not provide false or misleading information about Wawela and/or SAMRO, its officers, directors, affiliates or its services or activities. You further agree that your web site does not infringe the rights of any other person or entity, including but not limited to copyrights and trademarks. You also agree that your site does not violate any laws, advocate unlawful activity or contains content which is not appropriate for all ages. SAMRO reserves the right to remove or to request you to remove any links to any site which is not in compliance with the foregoing terms and conditions.

### **No Endorsements**

The appearance of or reference to any information, materials or other content on, or linked to, from this site does not constitute an endorsement, express or implied of any products or services provided by entities other than SAMRO.