

Terms of Use

Welcome to the home of PLAY SENSE, a web site currently located at www.playsense.org, including its social network.

Important Notice:

Please read these terms of use carefully. Use of this web site constitutes the following:

You, the User, acknowledge and understand that by accessing and using this web site, you agree to these terms of use.

Your use of this site and any of the services offered on this web site will be subject to the most current version of these terms of use posted on the site at the time of such use.

When you subscribe to or utilize the services offered by us on this web site, you are entering into a legally binding and enforceable agreement with us and you are acknowledging that you have read, understood and accept these terms of use.

When you subscribe to or utilize the services offered by us on this web site, you warrant that you are 18 or over, alternatively that you have your parents' or legal guardians' authorisation, consent and permission to use the services, participate in our activities and to be bound by these terms and conditions.

We may change any of these terms from time to time without further notice. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using this site since the then current version of the terms will apply to your use. By utilizing any of the services offered on this site or concluding any transaction via this site, you indicate that you have done so.

Should you have any questions regarding this site's terms of use, please send an e-mail to us at info@playsense.org or submit it online from our Contact Us page.

Part A: General Information and Terms

1. General Information

For your convenience, we have listed below some general information about ourselves:

"We" are PLAY SENSE, and "us" and "our" have a corresponding meaning herein.

Our postal address is 7 Highwick Drive, Kenilworth, Cape Town, 7708.

Our address of establishment is at 7 Highwick Drive, Kenilworth, Cape Town, 7708 and we will accept service of all legal documents there;

Our e-mail address is info@playsense.org

2. Definitions

In these Terms of Use:

Account means your subscription account for the use of our services;

Content means any information, data, text, software, music, sound, photographs, graphics, video, messages, comments, ideas, feedback, suggestions and the tags contained on this web site;

Contributor Guidelines means our guidelines for making content contributions to this web site, which is set out [here](#);

Privacy Policy means our privacy policy, which is set out [here](#);

Terms of Use means the terms and conditions set out herein;

User means any User of this web site, including any advertiser, subscriber, blogger, member, contributor or other User of the services offered here;

We, us and our means PLAY SENSE (and, unless the context indicates otherwise, its owners, employees, suppliers, internet service providers, agents and affiliates);

You mean a User of this website;

The singular includes the plural and vice versa; and

Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of the Terms;

3. General Conditions of Use for this Web Site

In order to make full use of this website, you may be required to register an Account with us. Your Account will allow you to use the member's only pages, where you will be able to, amongst other, create a profile, discuss matters of general interest with other members.

You may be required to choose a User name and a password to register an Account. You are responsible for keeping your User name and password secret. You will be required to enter your Username and password every time you want to use your Account. You indemnify us from and hold us harmless against any loss or damage suffered or liability incurred arising from your failure to keep your account details (such as User names, passwords and access codes) secure or from you permitting anyone else to use your subscription account with us. You accept that you will be liable for all data submitted and transactions concluded on your subscription account.

To create an Account you must be a natural person. If you are under the age of 18 we require your parent or legal guardian to read and accept these terms of use and to consent to your use of our services and your participation in the activities offered on our members only pages before you use any of our services or participate in the activities offered on our members only pages. We may require your parent or legal guardian to complete a Parental Consent Form to confirm such acceptance prior to allowing you use our services or to participate in activities offered on our members only pages.

The information that you or your parent/guardian supply to us with registration of your Account will be subject to our Privacy Policy which can be found [here](#).

You agree to use this site in accordance with these terms of use, and all laws, regulations and codes of conduct (including self regulatory) applicable to you and your use of the Internet and the services provided to you on this site, including our Contributor Guidelines. In particular, you agree to use this site only for lawful purposes and in a manner which does not infringe the rights of, or restrict or inhibit the use of or enjoyment of this site by any third party. Furthermore you agree not to use the site in a manner that would bring us, our business and/or any of our affiliates into disrepute.

Please be aware that the Content on this web site, including without limitation, as may be found in the blogs, forums, chat groups, comment sections and bulletin boards of the web site, does not amount to professional advice any kind, be it legal, professional, medical, personal or otherwise, and we recommend Users seek their own advice from a professional in their area. If you choose to rely on such Content you do so entirely at your own risk and you accept that we will have no liability to you in this regard. We do not generally monitor, edit, control or filter the Content posted by our Users. You acknowledge that Content submitted to this web site by other Users do not necessarily represent our views and that we have not authorized nor endorsed such Content. We do not

endorse any events, products or services posted, promoted and/or listed by Users on our site and our display of such events, services or products should not be construed as any form of endorsement thereof. All arrangements regarding such events, products and services are to be made directly with the relevant User and are made at your own risk and we, our subsidiaries, officers and employees accept no liability regarding any event, service or product advertised, supplied or otherwise promoted on this site by any third party or any arrangements made in respect thereof, or otherwise incurred in connection with any such events, products or services.

You agree not to use our web site for any unlawful purpose, and, specifically, you agree not to post or transfer to our web site (nor include in any message sent to our web site) any material that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligation hereunder, including, but not limited to, any claims made against us by any third party.

We have to protect our business and secure our systems. Consequently, you agree that we may intercept and monitor any communication that you may send to or receive via our web site to the maximum extent allowed by law and you understand that we may use, publish and disclose such communications for any lawful purpose. Monitoring may include (without limitation) the filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or Content.

We reserve the right, in our sole and absolute discretion, without notice to remove any material you have submitted to our web site and/or to suspend and/or terminate your subscription, access and/or use of any or all of the services and/or this site at any time without notice, and we will probably do so if you act in breach of these terms.

You acknowledge that the ownership in any intellectual property rights (including without limitation, copyright and patent rights) in the components and features of this site belongs to us, excluding any data, materials, comments, ideas, feedback or suggestions specifically submitted by Users, which will remain vested in such Users. You acknowledge that we also own any intellectual property rights in the compilations, collective works and derivative works created by us which may incorporate the Content of Users. Accordingly, no part of this site (including its source HTML code) may be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilizing this site, meaning that you may only display it on your computer screen and print it out on your printer for the sole purpose of viewing its Content. Framing of the content on this site without our written consent is expressly prohibited. If you submit any Content to our website, you grant us an irrevocable, perpetual, worldwide and royalty-free license to use, compile, display, publish, publicly perform, reproduce, distribute, broadcast, lease, adapt, modify and promote such Content in any manner of form, which license will survive termination of any contractual arrangement between us.

You may only use the trademarks featured in our site for the purpose of displaying this site on your computer screen or printing out this site on your printer for the purpose of viewing same. Any other use of the trademarks without prior written consent is strictly prohibited.

We, our subsidiaries, officers and employees do not make any warranties, representations or undertakings, express or implied, about the content of this site or the services provided on it or about the content of any other website which may be referred to or accessed by hypertext link from this site, and we do not endorse or approve the content of such third party websites. In particular, we disclaim all warranties implied by law and we do not make any representations as to the accuracy, suitability, non-infringement, availability, timeliness, security, completeness or reliability

of information contained on this site and we shall not be bound in any manner whatsoever by the information contained on this web site, including errors and omissions. Furthermore, we do not represent that this site is free of viruses or bugs or anything else, which may have a harmful effect on any technology or that the site is compatible with all computer systems and browsers. Any material and/or information downloaded or otherwise obtained through the use of this web site is thus done at the User's sole discretion and risk and the User is solely responsible for any damage to its computer system or loss of data that results from the download of any such material.

We are committed to protecting your privacy. We will compile and use the information which you give to us to provide you with services and personalize your use and visits of this site. We may also use such information to inform you, the User, about changes in the services we offer and/or about features we think you would find of interest. By giving us this information, you consent to our use of it for these purposes and for the purposes outlined in our Privacy Policy, including for the purpose of processing your requests. For further information regarding our treatment of your personal information, you are referred to our Privacy Policy.

You use our web site at your own risk. We exclude any and all liability that we, our subsidiaries, officers and employees may incur for any losses or claims arising from an inability to access this site or use a service on this site, or arising from any use of this site or reliance of the data obtained from or transmitted using this web site, to the fullest extent permissible by law, even if we, our subsidiaries, officers or employees were negligent or aware of the problem in advance. In no event will we, our subsidiaries, officers and/or employees be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated saving and/or other direct or indirect or consequential loss of any kind in statute, contract, delict (including negligence and gross negligence) or otherwise arising in connection with your use of this site, save where such liability cannot be excluded by applicable law.

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including attorneys' fees on a party and own client scale, made by any third party due to or arising out of your breach of these terms or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use. It is your sole responsibility to review our terms of use on each occasion prior to making use of this site. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change, suspend or discontinue without notice, any service component and/or feature of this web site.

Part B: Event and Workshop Terms

Our workshops and events may be subject to additional terms and rules, which will apply in addition to these Terms of Use. In the event of conflict the event or workshop specific terms will prevail.

Attendance at our workshops and events is subject to availability, and is on a first-come; first-served basis, provided that our subscribers may in some cases receive priority booking.

Please make sure that your details are correct before submitting an attendance request to us since it is unlikely that any mistake you make can be rectified later. When submitting a request you warrant and represent that you are over the age of 18 (eighteen) or that you have the consent of your parents or legal guardians and that you are authorised to make payment in the stipulated manner. We may require reasonably adequate proof of your age or of such consent, particularly in the event of events for which a minimum age is stipulated by law. If you are under the age of 18 we will

require proof of consent to your participation in an event or workshop in the form of a Parental Consent Form.

Proof of payment may be required to secure your seat. We reserve the right not to accept or process your booking request and we will notify you if this is the case. We will send you a confirmation email to confirm your attendance if we elect to accept your request. We do not guarantee that such confirmation notice will be received by you, or that, if it is received by you, that it will be legible and uncorrupted.

If you do not receive a confirmation notice after submitting your payment information, you should confirm with our Marketing Department whether or not your request has been received and processed. Only you may be aware of any problems that may have occurred during the booking process. We will not be liable for any losses you may incur if you assume that a booking was not processed because you failed to receive our confirmation notice.

We do not warrant the accuracy of the arrangements for events and workshops displayed on this site and disclaim, to the maximum extent permitted by applicable law, any liability arising from any omissions and inaccuracies pertaining to such display and description. In particular, we disclaim any and all warranties as to the occurrence, suitability or quality of the seating arrangements, performances, venues or events and will not be liable for any claims arising in respect thereof, even if we have acted in a negligent or grossly negligent manner.

No refunds will apply to a cancellation by you of your booking to attend a workshop or an event or to your failure to attend a workshop or event, unless the contrary is expressly stated. You are welcome to contact our Customer Care Centre to enquire about any relevant refund that may apply in these instances.

We may refuse admission to workshops and events, alter the program or arrangements (such as speakers, venue, time etc) for our workshops and events, or even postpone or cancel events in certain circumstances. Unfortunately, we cannot accept any liability should any of the aforementioned occur. Our decisions in this regard are final and no correspondence will be entered into. However, you are welcome to contact our Customer Care Centre to enquire about any relevant refund that may apply in these instances.

Unless the contrary is stipulated in writing, all events and workshops are provided without warranty of any kind. Without limiting the aforesaid, we do not give any warranties or make any representations regarding the occurrence, timing, suitability, quality or performance of any event or workshop, or in respect of the venue, admission to such venue or the seating arrangements for such venue.

You assume all risks incidental to the workshop or event for which attendance is procured, whether before, during or thereafter. You agree that we will not be liable for any loss or damage you or anyone accompanying you may incur in the course of attending such an event or workshop and that you will indemnify us against any losses, damages, injuries and claims arising in connection therewith.

Part C: Competition Rules

Unless expressly stated otherwise these terms will apply to all competitions offered on this web site. In the event of conflict between these terms and the rules applicable to any specific competition, the specific competition's rules will prevail.

All competitions offered on this web site will be open to residents of South Africa only unless expressly stated otherwise.

Anyone working for us or for the specified competition partner, or for any of our affiliated companies, or for any of our advertising, media or PR agencies, as well as any family members or associates of the aforesaid persons are prohibited from entering a competition offered on this web site.

No cash alternative is available to any prize unless expressly stated otherwise.

The closing date for any competition will be as stated. The judges cannot accept responsibility for late entries.

Any entrant may be required to submit proof of age. Entrants that are under 18 years of age may be required to provide proof of permission from their parent or legal guardian to participate in competitions in the form of a completed Parental Consent Form.

The judges decision will be final. We will not enter into correspondence.

All entrants' information will be used only in accordance with our Privacy Policy.

Where entry by SMS is applicable, SMSs are charged at premium rates apply. Free rates do not apply.

We reserve the right to cancel any competition without notice at any time.

Multiple winners may be subject to tie-break to decide an outright winner.

Any deviation from the rules and/or attempt to manipulate the outcome of the prize will result in disqualification.

Winners may be required to be photographed for publicity purposes or to participate in a live presentation, radio or television broadcast. No fees will be payable in this regard.

Prizes are to be claimed within 6 (six) months from the date of announcement. Failure to claim a prize within the designated period of time will result in forfeiture of the prize.

Prizes are non-transferable in whole or in part, must be taken as stated and may not be sold to a third party. You must confirm acceptance of the prize as stated, failing which you will no longer be eligible for a prize, and that prize will be re-allotted.

Where prizes involve travelling abroad, winners must be in possession of a valid passport, required visas and the relevant health certificates.

We accept no responsibility for any incorrect or incomplete registration details that you may supply as part of your registration. No responsibility will be accepted for undelivered, lost or delayed entries. Proof of sending is not proof of receipt. Errors in entries may, in the judges discretion, void entries.

We may re-allot prizes if we are unable to contact selected winners. Please ensure that you provide the correct contact details.

If any prize offered is unavailable, we reserve the right to select alternative prizes of equivalent value and we reserve the right to modify, supplement or withdraw all or part of this competition without notice and no refunds of costs of entry will be payable.

Entrants acknowledge that in consideration of the prize offered to winners by us the winning entries may be released, displayed to the public by us or any company connected with the promotion. This will be in the form of the winner's name and place of origin. Entrants agree that we are the owner of all right, title and interest in all entries, including the entire copyright, whether now existing or howsoever, arising in the future, including all worldwide rights to promote, reproduce for commercial use or otherwise, edit, advertise and publicise, produce, record and reproduce by any

art medium or method whether now known or later developed ('Exploitation Rights') to be exercised in our sole discretion throughout the world for the full term of copyright and other rights in the entries and all extensions thereof including for the avoidance of doubt the right to register any design rights and/or trademarks. Entrants undertake to do all things necessary, including the execution of any requisite documentation to transfer the Exploitation Rights to us, as and when requested by us.

Further, the entrant irrevocably and unconditionally waives all moral rights to which they may now or at any time in the future be entitled pursuant to any copyright law and under any similar law in force from time to time anywhere in the world in respect of all works referred to herein.

PLAY SENSE, our other affiliates, our competition partner/s and their respective shareholders shall not be liable in any way whatsoever for any loss, damage, injury or costs, howsoever arising, suffered as a result of your participation in a competition.

Part D: Privacy Policy

1. Introduction

Please read this Privacy Policy carefully as it contains important information about the use of any personal information which you provide to us. Your privacy is very important to us. We are therefore committed to protecting that privacy whenever personal information is requested from you. Provided it is reasonably possible, we will try to use or disclose your personal information only in the manner stated in this Privacy Policy. We do, however, reserve the right to amend this Privacy Policy from time to time, in which case the amended Privacy Policy will supersede and replace any previous policies with effect from the date on which it is posted on this website. Wherever possible, we will give you notice of any changes prior to their implementation. Please visit this Privacy Policy regularly to familiarise yourself with the latest version and to understand what we can do with your personal information. This Privacy Policy forms part of the Terms and Conditions of use for this website.

2. Personal Information

Personal information refers to all information about you as an identifiable individual, including (but not limited to) your name, address, e-mail address, telephone number, and identity number, but for the purposes hereof will exclude all information that you submit to a publicly accessible section of our web site such as a blog, chat room, bulletin board, discussion group. All information which you submit to a publicly accessible section of our web site may be collected, used and disclosed freely and will not be protected under this Privacy Policy. Your submission of information to such a publicly accessible section of our web site is thus at your own risk. For your protection we recommend that you do not disclose any sensitive personal information about yourself or anyone else on this web site, including information pertaining to your or anyone else's mental or medical condition, criminal record, participation in court processes, employment, sexual activities or preferences, religious beliefs, political opinions, race or ethnic origin. Please be aware that such information could be abused by others.

3. Your Consent

3.1. You do not have to give us personal information in order to visit or access the freely available sections of our web site. Some services on our web site may, however, be restricted to subscribers only (including but not limited to the placing of orders, promotional features and competitions). In order for you to use such subscriber services we will need some personal information about you. The information will be collected when you register with us or when you choose to use one of the subscriber services available via our web site. We may also collect information regarding your use of our web site to enable us to improve our services and to assess your compliance with the terms applicable to such use.

3.2. All your personal information so collected, will be stored, used and disclosed in accordance with this Privacy Policy and you consent to such storage, use and disclosure when you subscribe to these subscriber services. If you are under the age of 18, we may also require the consent of your parent or legal guardian authorising you to submit personal information to us by way of our Parental Consent Form available at [\[insert hyperlink\]](#).

4. Personal Information Shared

4.1. We will not sell, rent or otherwise disclose your personal information to any third party without your consent, or if you are under 18 the consent of your parents or legal guardians, provided that by using our website and/or subscribing for any of our services, you provide your express and informed consent for us to disclose your personal information to third parties as follows

4.1.1. to third party companies employed by us to provide services for us, including for example, website hosting, administration, maintenance and development. These companies require access to your personal information to perform their functions and not for any other purposes;

4.1.2. to transfer our customer database/s, including personal information contained therein, to any third party who acquires all or substantially all of the assets or shares in our company or our web site service whether by sale, merger, acquisition or otherwise;

4.1.3. to governmental agencies, exchanges and other regulatory or self-regulatory organisations if we are required to do so by law or if we believe that such action is necessary to

4.1.3.1. comply with the law or with any legal process;

4.1.3.2. protect and defend our rights and property or that of our customers and companies in our group;

4.1.3.3. prevent fraud or abuse, misuse or unauthorised use of our website; and/or

4.1.3.4. protect the personal safety or property of our customers or the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we will disclose such information to the appropriate regulatory bodies and commercial entities); and

4.1.4 if applicable, to personalise your experience on our web site, to help you log on in future and to continue to use the web site, to reply to queries you might have, to provide you with support and to help us select services or materials for inclusion on our web site which may be of interest to you.

4.2. We reserve the right to share non-personal, non-individual information in aggregate form with third parties for business purposes, for example with advertisers on our website or business associates and partners. You will not be identifiable from such data as such. We are not responsible and cannot be held liable for the privacy practices of such third parties.

5. Use of Your Personal Information

5.1. We and our commercial partners may use your personal data for the purposes of executing transactions concluded with you, for billing purposes or in order to serve relevant advertising to you. We may send you information, special offers, notices about upcoming events and advertising by email, through SMS, within our regular newsletters, through once-off promotional offers or by telephone.

5.2. We may also make available your personal information to our affiliates and business partners (who may be located outside South Africa) in order to enable them to offer goods and services that they think will interest you. By using our services and by submitting your personal details, you consent to this transfer.

5.3. We may receive information about you from reliable third parties and add it to our database. When we receive such information, we shall use it to improve the personalisation of our service.

5.4. If you do not want to receive the information as set out above then please send an e-mail to us at info@playsense.org.

6. Feedback and Complaints

If you have any questions or comments about our Privacy Policy, or if you have a complaint about how we are using your data, then please write to us or send an email to us at info@playsense.org.

7. Shopping and Competitions

7.1. If you order anything from us we may need your name, e-mail address, delivery address and payment information (such as credit card details) to process that order. We will also take your telephone number so that we can contact you in the event of any problems with this order and we may give this number to couriers who deliver the order. This information may be used in accordance with clauses 4 and 5 above.

7.2. When you enter a competition or other promotional feature, we will require your name, telephone number, postal address and/or e-mail address so that we can notify you if you have won. We will require your physical address to deliver any prizes you win. We may use this personal data in the same way as explained in clauses 4 and 5 above.

8. Information Protection

We may protect personal information by establishing appropriate physical, electronic and managerial procedures to safeguard the personal information we collect from you. This helps prevent unauthorised access, maintains data accuracy and ensures that the personal information is used correctly. In order to carry out these security procedures, we may sometimes ask for proof of identity before we disclose personal information to you.

9. Cookies

A cookie is a piece of information that is deposited by our computer server when you visit our website which is stored on your computer's hard drive by your web browser. On revisiting the website, our computer server will recognise the cookies, giving us information about your last visit. Most browsers accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance. If you choose not to receive cookies, you may not be able to use all the features of our website.

10. Data Profiles

10.1. We may also utilise a personal profile page, which will enable you to update your personal information. This will allow us to maintain accurate and up-to-date personal data. You will have the right to require its correction or removal from our records at any time. If you wish to be deleted from our database entirely, then please send an email to us at [\[info@playsense.org\]](mailto:info@playsense.org) stating just that.

10.2. If you want to update any of your personal information held by us, you can either make certain changes on-line by amending your account details (if enabled) or you can send an e-mail detailing the required amendments to info@playsense.org. If your account details are password protected, you can help to preserve your privacy by never sharing your password with anyone else.

11. IP Addresses

Every time you connect to our website we store web server logs which show your IP address (the unique number which your machine uses when it is connected to the Internet); what you looked at; whether the page request was successful or not, and which browser you used to view the pages. The

use of this data is strictly for statistical purposes and personalisation purposes only. This helps us understand which areas of the site are of particular interest and also which pages are not being requested. It also tells us how many hits and page requests we get.

12. Links

Our website may contain links to other websites. Please note that we are not responsible and cannot be held liable for the privacy practices of third party websites or the manner in which they use cookies and advise you to read the privacy statements of each website you visit which collects personal information.

Part E: Contributor Guidelines

To be a part of our community and engage with other Users on an ongoing basis, there are two non-negotiable rules we enforce to protect Users and ourselves:

Rule 1:

We require and encourage our Users to share their opinions openly but with due consideration for others. In other words, we want Users to express their opinions freely but without being abusive. While we appreciate constructive criticism we expect all Users to treat others with respect. Users must also be at least 18 years old or have the consent of their parent's or legal guardians to post comments, chat or blog on this site. We may require you to provide us with proof of your age and, if you are under 18, with the consent of your parents or guardians by way of a duly completed Parental Consent Form.

Hate speech, racism, discrimination, or content that is libellous, defamatory, false, demeaning or misleading or misrepresents another person – particular if obvious or deliberate.

Any writings that include swear words or obscene or inappropriate language.

Activities that constitutes stalking, harassment or abuse, or is considered threatening towards a person or other people.

Anything that infringes someone else's intellectual property rights (including copyright, trademark, trade secret or patent) or amounts to an unauthorised disclosure of confidential information or trade secret. If you quote someone in the content you provide, it's up to you to credit the original author and publication.

Anything that contains unsolicited advertising or marketing links or material – particularly if such links or material is unrelated to the particular discussion.

Anything else, the publication of which could to cause emotional, moral, physical or mental harm to you or other Users, including sensitive personal information about you or other Users, such as medical conditions, criminal records, participation in court processes, employment related information, information relating to sexual activities or preferences, religious beliefs, political opinions, race and ethnic origin.

We generally decide what's acceptable or not on an item-by-item basis, but we are also in no way limiting ourselves to only evaluating the things mentioned above. We reserve the right to edit and/or remove content, and alter the unacceptable list, as and when required without notifying Users. To a large degree, we will be relying on you to help us evaluate the content on the site. If you become aware of something that you feel is in breach of any or all of the above, please contact us by email at info@playsense.org.

Rule 2:

We refuse to publish and will remove any content we think is unacceptable. We call everything that is published on our web site content, including your blogs, comments and responses, as well as your personal and business profile information, messages, poll responses, video, text, images etc. If it is available on our site, it is considered content. And while we encourage you to share your views, expand your network and make the connections that count, we must insist that your content not include or be linked to any of the following, which we will probably consider to be unacceptable:

Part F: Complaints and General

We aim to provide you with a quality service. If, however, you feel that you have cause to complain, you can contact us at the email address given in section 1 of Part A above. We will try to do our best to resolve any problems that arise. Please provide us with the following as part of your complaint:

Your full names, physical address, telephone number and email address

The location and description of the feature or component of our web site which is the cause of your complaint

The reason for your complaint including any rights that you allege to be infringed by such feature or component

The actions you would like us to take to remedy the problem

A statement confirming that you are making the complaint in good faith

A statement confirming that the information you are providing to us is to the best of your knowledge true and correct

Please incorporate your signature into the complaint

Use of this web site is subject to the laws of the Republic of South Africa, and the exclusive jurisdiction of the Western Cape High Court, Cape Town provided that we may, in our discretion, approach any Magistrate's Court of competent jurisdiction over your person to adjudicate on any dispute arising from or in connection with these terms of use, and you consent thereto. You agree to accept service of legal process at the addresses you may provide to us when you use or subscribe to our web site services.

These terms of use and the terms incorporated herein by reference constitute the entire agreement between you and us with respect to this site, the services offered here and any products and services acquired through this site, and supersede any previous agreements, negotiations, representations, arrangements, undertaking or proposals whether written or oral concerning the subject matter hereof.

Our failure to enforce any provision of this agreement will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, failing which it will be severed from the remainder of the provisions which will remain of full force and effect to the maximum extent permitted by law.

You will not have the right to subcontract, cede, delegate, transfer and assign any of your rights, obligations or duties hereunder to any other person and/or entity without our prior written consent. We will have the right to cede, delegate, transfer and assign our rights, obligations and duties hereunder to any person and/or entity, and you hereby consent to such cession, delegation, assignment and transfer.

We will be excused any failure to perform or delay in performance of any or all of our obligations hereunder as a result of an event of force majeure, including without limitation acts of God

(including flood, fire, earthquake or other similar events), riots, war, strikes, lock-outs or other industrial disputes, epidemics, failure of telecommunications systems, failure of the world wide web, any outages of the internet or connection or communications thereto, governmental restraints and act(s) of legislature or any other cause outside our reasonable control.

Part G: Disclaimer

PLAY SENSE's website has been in existence since 2017. Every effort is made to ensure all information posted from that time until the present is relevant and based on research. The advice on the site is responsible but it should not take the place of advice from a medical practitioner.

Information provided on the Site and in the Service is subject to change. PLAY SENSE makes no representation or warranty that the information provided (the "Content"), regardless of its source, is accurate, complete, reliable, current or error-free. PLAY SENSE disclaims all liability for any inaccuracy, error or incompleteness in the Content.

All of the information provided throughout the Site and Service including the information delivered via email, webinars, podcasts and downloadable digital media educating consumers about health, wellness and nutrition are resources for educational and informational purposes only and should not take the place of consulting a physician. Use of the Site and the Services does not create a doctor/patient relationship between PLAY SENSE and you. This information is not intended to diagnose, treat, or cure a disease. This information does not and should not replace treatment from a medical professional.

If you need medical advice or assistance, you should consult a physician. You should not act, or refrain from acting, on the basis of information included on the Site without first consulting a licensed medical professional.

The Site and Service may include information that promotes physical activity. All physical activity contains some inherent risk. PLAY SENSE is not responsible or liable for any injuries or damages you, or your child may sustain that result from your use of, or inability to use, the information provided by the Site or Service.

The WHO, together with the Department of Health of South Africa recommend exclusive breast-feeding until 6 months of age. Any advice on the website relating to feeding must be seen in the context of this recommendation.

Dated **01 JANUARY 2017**

General Terms & Conditions

THESE ARE THE GENERAL TERMS AND CONDITIONS GOVERNING YOUR USE OF PLAY SENSE'S WEB SITE, NEWSLETTER, FACEBOOK PAGE, SERVICES & PRODUCTS. BY ACCESSING, USING OR SIGNING UP FOR THE ABOVE MENTIONED OR ANY OTHER SERVICES, YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT BASED ON THESE TERMS.

By using the Web Site you confirm that you have familiarized yourself with the terms and conditions governing the conduct of parties accessing or using the Web Site. We provide services to you through our Web Site and those services are provided to you on the basis of these terms and conditions. Please note that they may vary from time to time without notice to you.

Modifications to this Agreement

PLAY SENSE may make changes to this Agreement from time to time in its sole discretion, by updating this posting on this Web Site, and specifying the effective date of the new version of the Agreement. Your continued use of the Web Site following the posting of a new version of the Agreement constitutes your acceptance of any such changes. Accordingly, whenever you visit this Web Site you should check to see if a new version of the Agreement has been posted.

Contact Information

If you have any questions or concerns with respect to this Agreement or the Web Site you may contact a representative of PLAY SENSE by email (info@playsense.org).

Web Site Intended Audience

This Web Site is operated by PLAY SENSE from its offices in South Africa. This Web Site is directed to adults and is not intended for children under the age of eighteen.

Privacy

We describe our current practices related to personally identifiable information collected through the Site in our Privacy Policy and that we may update our policies and practices from time to time at our sole discretion.

Code of Conduct

You are responsible for anything which you transmit or receive to, from or via or post on our web site. We do not control or screen the content of what is posted to, from or via our web site by our members or third parties, and accordingly we do not guarantee its accuracy, integrity or quality or that it will not be objectionable to you. You should not place any reliance on, nor will we be responsible or liable for anything which has been transmitted or received, or ought to have been transmitted or received but was not.

You are not permitted to use our Web Site or any of our services for any reason or purpose, which is unlawful, defamatory, harmful or objectionable, and, in particular, you are not permitted to transmit anything that, in our opinion, harms our business or offends other users.

You are not permitted to transmit to, from or via or post on our Web Site anything that you do not have a clear right to use. You must ensure that you do not transmit or post on our Web Site any material containing software viruses or files designed to damage or disrupt the good working order of any computer or telecommunications equipment.

You are not permitted to do anything that may disrupt in any way the operation of our Web Site and services, nor are you permitted to do anything that would disrupt the use and enjoyment of our Web Site and our services by any other user.

Other than as expressly permitted, by us, you are not permitted to use our Web Site to engage in any commercial activity of any form.

We may be entitled at our discretion to refuse or remove anything that is transmitted to, from or via or posted on our Web Site that, in our opinion, is objectionable or otherwise does not comply with these terms and conditions. We will not be liable at all for doing this.

We may record preserve and disclose anything which has been transmitted to, from or via or posted on our Web Site and the services, where required by law or where we are acting in good faith.

Your Use of Content and Information – Disclaimer with Respect to Content

A variety of information, advice, recommendations, letters, messages, comments, posts, text, graphics, software, music, sound, photographs, videos, data, and other materials (“Content”) is available on the Web Site. Some of the Content is provided by PLAY SENSE or its suppliers, and other Content is provided by persons who use the Web Site (“Users”), such as User opinions and views provided via posts to chat rooms, blogs, bulletin boards, or discussion forums. While PLAY SENSE strives to keep the Content that it posts on the Web Site accurate, complete, and up-to-date. PLAY SENSE cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by PLAY SENSE or its suppliers, or by Users of the Web Site. Any opinions, advice, statements or other information expressed or made available by Users or third parties, including but not limited to bloggers, are those of the respective User or other third party and not of PLAY SENSE. PLAY SENSE does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made on the Web Site.

PLAY SENSE does not have any obligation to prescreen, edit, or remove any Content provided by Users that is posted on or available through the Web Site.

Notwithstanding the foregoing, PLAY SENSE will have the right (but not the obligation), in its sole discretion and for any reason, to prescreen, edit, refuse to accept, remove, or move any such Content.

THE CONTENT AVAILABLE VIA THE WEB SITE IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER PLAY SENSE NOR ITS SUPPLIERS OR USERS ARE ENGAGED IN RENDERING MEDICAL, COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE.

SUCH CONTENT IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT.

The operator(s) of this site, and the publisher, specifically disclaim all responsibility for any liability, loss or risk, personal or otherwise, which is incurred as a consequence, directly or indirectly, of the use and application of any of the material on this site.

User-Submitted Content

Representations Made and Rights Granted

You are responsible for all Content that you submit, post, or otherwise make available to or through the Web Site. By doing so, you represent and warrant to PLAY SENSE that such content is not confidential and that you have all necessary permission to submit, post and otherwise make available such Content.

PLAY SENSE makes no claims to ownership of Content that you submit, post or otherwise make available to or through the Web Site and you continue to retain all ownership rights in such Content and the right to use your Content as you determine. However, you do grant to PLAY SENSE and its affiliates a worldwide, non-exclusive, perpetual, fully sub-licensable, royalty-free right and license as set below:

a. with respect to Content other than photos, graphics, audio, video, or journals that you submit, post or otherwise make available to public areas of the Web Site (e.g. not intended as a private

communication), the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such Content (in whole or part) worldwide via the Web Site or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed; and

b. with respect to photos, graphics, audio, video or journals that you submit, post or otherwise make available to public areas of the Web Site, the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such Content for the purpose for which such Content was submitted, posted or made available.

Do(s) and Don't(s) for Users

You agree that you will comply with applicable laws, this Agreement, and DO(s) and DON'T(s).

User Rights and Responsibilities

Please bear in mind that much of the material you read in our community areas come from other members. Because our community is very large, PLAY SENSE doesn't monitor or verify the information posted by our members. The comments, opinions, and statements posted on our bulletin boards and chats reflect the views of the user who makes the post and don't necessarily reflect the views of PLAY SENSE. The information posted on our boards and chats, including advice and opinions, are the responsibility of those members who create the posts. Posts from users may contain medical information that is incorrect or dangerous to you or your children. Please consult your doctor or other qualified professional before relying on information you find in the community areas. If you believe that you have an emergency of any kind, please contact your healthcare provider or your local emergency number for assistance.

PLAY SENSE AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT AVAILABLE VIA THE WEB SITE, INCLUDING THE COMMUNITY AREAS. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF CONTENT POSTED IN THE COMMUNITY AREAS.

THE CONTENT AVAILABLE IN THE COMMUNITY AREAS IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER PLAY SENSE NOR ITS SUPPLIERS OR USERS ARE ENGAGED IN RENDERING MEDICAL, COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE.

YOU SHOULD NOT UTILIZE SUCH CONTENT AS MEDICAL OR HEALTHCARE ADVICE, MEDICAL DIAGNOSIS, OR TREATMENT FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION.

Ownership and Intellectual Property Rights

Ownership

This Web Site is owned by PLAY SENSE. All right to, title to, and interest in the Content available via the Web Site, the Web Site's look and feel, the designs, trademarks, service marks, and trade names displayed on the Web Site, and the Web Site URLs, are the property of PLAY SENSE, and are protected by copyrights, trademarks, patents, or other proprietary rights and laws.

License to Use Content

PLAY SENSE grants you a non-exclusive, non-transferable, revocable, limited license to view, copy, print, and distribute Content retrieved from the Web Site only for your personal, non-commercial use, provided that you do not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in conjunction with the Content. You may not use any Content available via the Web Site in any other manner or for any other purpose without the prior written permission of PLAY SENSE . All rights not expressly granted in this Agreement are expressly reserved to PLAY SENSE.

Trademark Notices

All trademarks, service marks, logos and designs used on this Web Site, whether registered or unregistered, are owned by PLAY SENSE or other third parties. You may not use or display any trademarks, service marks, logos or designs owned by PLAY SENSE or its affiliates without our prior written consent.

Your Contact with Advertisers or Other Third Parties and Other Web Sites

We may use the Web Site or any of the services we provide or in any of the correspondence we send to you to run advertisements promoting products and services we offer or any of its subsidiaries, or any person or corporation duly authorised by us to advertise or promote their product or services through us.

Your dealings with advertisers or other third parties found on or accessible through the Web Site are solely between you and the third party. These dealings include, but are not limited to, your participation in promotions, the payment for and delivery of items if any, and any terms, conditions, warranties, or representations associated with such dealings. These links are provided solely as a convenience to Users and should not be construed as an endorsement by PLAY SENSE of content, items, or services on those third-party Web sites. You access and use such sites, including the content, items, or services on those sites, solely at your own risk.

PLAY SENSE does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that PLAY SENSE will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on the Web Site.

Disclaimer of Warranties With Respect to Web Site

THE WEB SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PLAY SENSE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

PLAY SENSE DOES NOT MAKE ANY WARRANTY THAT THE WEB SITE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. PLAY SENSE MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEB SITE.

Limitations of Liability

PLAY SENSE AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT

AVAILABLE VIA THE WEB SITE. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT BABYSENSE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OR THIRD PARTIES.

ADDITIONALLY, IN NO EVENT WILL PLAY SENSE OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE THE WEB SITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEB SITES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEB SITE; OR (5) ANY OTHER MATTER RELATING TO THE WEB SITE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT PLAY SENSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

You agree to indemnify and hold harmless PLAY SENSE, its directors, officers, employees, agents, and affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Agreement; or (2) the Content you submit, post, or transmit through the Web Site.

Electronic Communications

When you visit the Web Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. PLAY SENSE will communicate with you by e-mail or by posting notices on the Web Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Complaints Procedure

We aim to satisfy the requirements of all of our customers as efficiently as we can, but we realise that at times things may go wrong. When they do we will put them right as soon as possible. If you have a complaint please email us on info@playsense.org. Your complaint will be handled confidentially and we will acknowledge your correspondence within 5 working days. At that time we will advise you how long it will take to resolve your complaint and we will give you a contact name and telephone number of the person handling your complaint. We will keep you informed throughout the process.

Your Account

You are responsible for maintaining the confidentiality of any passwords associated with your PLAY SENSE account, monitor all activity under the account, and assume full responsibility for all activities that occur under your account (unless we cause a security breach).

Modification or Suspension of the Web Site

PLAY SENSE may at any time modify, discontinue, or suspend its operation of this Web Site, or any part thereof, temporarily or permanently, without notice to you.

Use and Storage

We may establish general practices and limits concerning the use of the Web Site and the services we provide, including limits to the size or number of e-mail messages you send or the time that messages may be stored or posted on our Web Site. We are entitled to delete any material at any time and we will not be liable in any way for deleting or failing to store or post any material which you may transmit to us.

Termination

Either party may terminate the Agreement for any or no cause, at any time, which shall be effective immediately or as specified in a notice email. After termination, you shall no longer access the Web Site. The provisions of this Agreement which by their intent or meaning intended to survive such termination shall continue to apply indefinitely.

Severability of Agreement

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Agreement shall continue in full force and effect.

Applicable Law

This Agreement and the resolution of any dispute related to this Agreement or the Web Site shall be governed by and construed in accordance with the laws of South Africa without giving effect to any principles of conflicts of law. Any legal action or proceeding between PLAY SENSE and you related to the Agreement shall be brought exclusively in the Magistrate's Court in Cape Town, South Africa, and you agree to submit to the personal and exclusive jurisdiction of such courts.

General

These terms and conditions constitute the entire agreement between us in respect of the use of our services and of our Web Site and supersede any and all prior agreements, arrangements and representations (save in respect of those made fraudulently).

Data and certain other information you provide is subject to the terms of our Privacy Policy which can be site. If any of these terms and conditions are found to be invalid then that provision shall not affect the validity of the remaining provisions which shall remain fully enforceable. No waiver by us of any term shall be deemed to be continuing or shall be deemed to be a waiver of any other term.

You are not permitted to reproduce, sell or exploit for any commercial purpose any part of the web site or our services.

Contact Policy

If you have any questions about the above, please contact us at info@playsense.org or by writing to us at Customer Services, PLAY SENSE, 7 Highwick Drive, Kenilworth, 7708, South Africa