



DStv MEDIA SALES: WEBSITE AND SELF SERVICE PORTAL - PRIVACY POLICY

This Privacy Policy (the "Privacy Policy") applies to how we collect, use and process Your Personal Information when You use the DStv Media Sales Portal ("the Portal") or the DStv Media Sales Website ("the Website") (collectively "the Platforms"). Please read this Privacy Policy carefully.

This Privacy Policy forms part of DStv Media Sales' Terms and Conditions ("the Terms") which may be accessed at www.dstvmedia.com/terms.

Unless defined elsewhere, terms in this Privacy Policy shall bear the same meaning ascribed to them in the Terms. By accessing or using the Platforms You are agreeing to this Privacy Policy and the Terms. If You do not comply with the Privacy Policy it will amount to a breach of the Terms. DStv Media Sales and others will have claims and other rights against You under the Privacy Policy and the Terms.

To the extent that the Consumer Protection Act 68 of 2008 ("Consumer Protection Act") applies, we have a duty to bring certain important provisions in this Privacy Policy to Your attention. **The sections which contain these important provisions and the reasons for their importance are set out below. It is important that You read all of these sections carefully and not just what we say below.**

Limitation of risk, legal responsibilities and liability. Sections 9.3 and 10 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to You. As a result of these sections, Your rights and remedies against us, other persons and entities are limited and excluded. These sections also limit and exclude Your right to recover or make claims for losses, damages, liability or harm You or others may suffer. These sections also state that You know and accept that the Internet is not absolutely secure and that there are risks that Your Personal Information will not be secure when transmitted over the Internet.

Assumption of risk, legal responsibilities and liability by You. Sections 6.3, 8.3 and 12.2 are important because You assume a risk, legal responsibilities and liability. As a result of these sections, You may also be responsible for claims and other amounts. You will further be responsible for, and accept various risks, damages, harm, and injury which may be suffered by You and others for what is stated in these sections. In these sections, You also waive Your rights, and as a result, we may not have to perform our duties and You may not become aware of information that You may need to protect Yourself.

1. Scope of the Privacy Policy

1.1. Introduction and scope

1.1.1. DStv Media Sales is committed to protecting and respecting Your privacy. This Privacy Policy applies to all the web pages related to the Platforms. We strive to ensure that our use of Your Personal Information is lawful, reasonable, and relevant to our business activities.

1.1.2. This DStv Media Sales Privacy Policy ("**Privacy Policy**") sets out what DStv Media Sales will do with any Personal Information we collect from or about You, or that You provide to us, when You access or use either of the Platforms. Please read this Privacy Policy carefully to understand our views and practices regarding Your Personal Information and how we will treat it.

1.2. Your consent to the Processing of Your Personal Information on the terms and conditions set out in this Privacy Policy

1.2.1. By agreeing to this Privacy Policy, You provide DStv Media Sales with Your express consent and agreement that DStv Media Sales may collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share Your Personal Information in the ways set out in this Privacy Policy. When we do one or more of these actions with Your Personal Information, we are "**Processing**" Your Personal Information.

1.2.2. You may not make any use of the Platforms if You do not agree to this Privacy Policy. If You make any use of either Platform, this will mean that You agree to this Privacy Policy. If You do not agree with this Privacy Policy You must immediately stop using the Platforms.

2. What is Personal Information?

2.1. "**Personal Information**" refers to private information about an identifiable person, such as Your name and surname, age, date of birth, contact details (e.g. Your home address, postal address, e-mail address or phone number), physical location, social media account details and profile pictures)

2.2. Other information which might be Personal Information may include:

2.2.1. "**Access Device and Device Event Information**": We may collect information such as Your IP address, unique device identifier, the nature of the access device which You used to access the Platform (eg a computer, tablet or smart phone, and which type thereof), the

geographic location from which You accessed the Platform (ie geographic location of Your access device), hardware model and settings, operating system type and version, browser type and version, browser language, system activity, or crashes.

2.2.2. **"log information"**: When You use the either of the Platforms, DStv Media Sales may automatically collect and store certain information in server logs (i.e. DStv Media Sales' web servers automatically record and maintain a log of Users' activities when they access the Platforms), which may include Your "site activity information", such as details of how, when and for how long You accessed and used the Platform and other site traffic and use information (eg the date and time of Your site requests, referral web pages (ie which site pages directed You to the Platform, URLs, which pages You accessed, the number of pages viewed and the order of those pages, the amount of time spent on those pages, the number of clicks and exit pages (i.e. sites which You navigated to when leaving the Platform)).

2.2.3. **"location information"**: We may use various technologies to determine Your actual location, such as geographical data from Your access device (which is usually based on the IP location).

3. When will DStv Media Sales Process Your Personal Information?

3.1. In addition to paragraph 4 below, Personal Information may be Processed by DStv Media Sales in several ways, including, when:

3.1.1. you access the Website;

3.1.2. You make use of the Website;

3.1.3. you register as a User on the Portal;

3.1.4. you access the Portal;

3.1.5. you submit Your Personal Information to DStv Media Sales for any other reason;

3.1.6. when you contact us, by email or telephonically, with queries; and

3.1.7. you provide us with feedback about either of the Platforms..

4. How DStv Media Sales uses Your Personal Information

4.1. We may use Your Personal Information to:

- 4.1.1. maintain and update our databases;
 - 4.1.2. establish and verify your identity on the Portal;
 - 4.1.3. review, process and book Your Requests on the Portal;
 - 4.1.4. keep a record of our communications with You and Your communications with us;
 - 4.1.5. diagnose and deal with technical issues and customer support queries and other user queries, such as problems with our server, determine the optimal and fastest route for your access device to use in connecting with the Platforms, and administer, maintain and secure the Platforms;
 - 4.1.6. detect, prevent or deal with actual or alleged fraud, security or the abuse, misuse or unauthorised use of the Platforms and/or contravention of this Privacy Policy;
 - 4.1.7. provide you with the latest information about the services offered on and in relation to the Platforms, provided you have agreed to receive such information;
 - 4.1.8. for security, administrative and legal purposes;
 - 4.1.9. for customer relations; and
 - 4.1.10. other activities not specifically mentioned which are lawful, reasonable, relevant to our business activities and the minimum necessary and adequate in order for us to operate the relevant Platform.
- 4.2. Your information will not be used for anything other than that which is stated in this Privacy Policy.
- 4.3. DStv Media Sales may moreover collect certain information about Your visits, such as (without limitation) the name of the Internet service provider and the Internet Protocol (IP) address through which You access the Internet; the date and time of such access to the Platforms; the pages that You access while on the relevant Platform and the Internet address of the online location from which You linked directly to the relevant Platform. This information is used to help improve your experience on the Platforms, analyse trends, and administer the Platforms.

5. Sharing of Your Personal Information

- 5.1. Personal information submitted by Users of or collected from the Platforms will not be shared with third parties.

6. Changes to the Privacy Policy

- 6.1. DStv Media Sales may need to change this Privacy Policy from time to time in order to address new issues and reflect changes on the Platforms. DStv Media Sales will post those changes to this Privacy Policy and notify you of such changes by email, so You will always know what information DStv Media Sales gathers, how DStv Media Sales might use that information, and whether DStv Media Sales will disclose that information to anyone. Please refer back to this Privacy Policy regularly. If Users have any questions or concerns about DStv Media Sales' Privacy Policy, please send us an email at marketing@dstvmedia.com detailing those questions or concerns in writing.
- 6.2. By using either of the Platforms, You signify Your acceptance of the Privacy Policy. If You do not agree to this Privacy Policy, please do not use either of the Platforms. Your use of either of the Platforms following the posting of changes to this Privacy Policy will mean that You accept those changes.

7. Cookie/tracking technology

- 7.1. The Platforms may use cookie and tracking technology depending on the features offered.
- 7.2. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Platforms, and understanding how visitors use the Platforms. Cookies can also help customize the Platforms for visitors. Personal Information cannot be collected via cookies and other tracking technology; however, if You previously provided personally identifiable information, cookies may be tied to such information.
- 7.3. You may disable the use of cookies by configuring Your browser to refuse all cookies or to indicate when a cookie is being sent. However, if You do so, You may not be able to enjoy all of the features and functionality of the Platforms.

8. Storage and transfer of Your Personal Information

- 8.1. We store Your Personal Information on our servers or those of our service providers.
- 8.2. We reserve the right to transfer to and/or store Your Personal Information on servers in a jurisdiction other than where it was collected or outside of South Africa, provided that such jurisdiction has substantially similar laws which provide for the protection of Personal Information.

9. Security

- 9.1. We take reasonable technical and organisational measures to secure the integrity of retained information, using accepted technological standards to prevent unauthorised access to or disclosure of Your Personal Information, and protect Your Personal Information from misuse, loss, alteration or destruction.
- 9.2. From time to time, we review our information collection, storage and processing practices, including physical security measures, to keep up to date with good practice.
- 9.3. Even by taking the above measures when Processing Personal Information, we do not guarantee that Your Personal Information is 100% secure.

10. Third party sites

- 10.1. DStv Media Sales is not responsible for the privacy practices of any third party sites to which there may be links on the Platforms, or which may link to or advertise either Platform.
- 10.2. DStv Media Sales advises that You read the privacy policy of each site which You visit and determine Your privacy settings in accordance with Your personal preferences.

11. Retention of Your Personal Information

- 11.1. We may keep and Process some or all of Your Personal Information if and for as long as:
- 11.1.1. we are required or permitted by law or a contract with You to keep it;
 - 11.1.2. we reasonably need it for lawful purposes related to our functions and activities;
 - 11.1.3. we reasonably need it for evidentiary purposes; or
 - 11.1.4. You agree to us keeping it for a specified further period.

12. Keeping Your Personal Information updated and correct

- 12.1. Where required by law, we take reasonable steps to ensure that Your Personal Information is accurate, complete, not misleading, and up to date.

- 12.2. You must let us know if any information we have about You is incorrect, incomplete, misleading or out of date, by notifying us at the contact details set out in clause 17 below.

13. Children

Neither of the Platforms is targeted at people under the age of 18. We will not knowingly collect information from persons in this age group without permission to do so.

14. Direct marketing

- 14.1. When You register to use the Portal or submit Your contact information on the Website, You agree to receive marketing communications from us.
- 14.2. You may refuse to accept, require us to discontinue, or pre-emptively block any approach or communications from us if that approach or communication is primarily for the purpose of direct marketing ("**Direct Marketing Communications**").
- 14.3. You may opt out of receiving Direct Marketing Communications from us at any time by requesting us (in the manner set out in the communication or by contacting us at the contact details set out below) to desist from initiating any direct marketing to You.
- 14.4. If You have opted out, we may send You written (which may include electronic writing) confirmation of receipt of Your opt-out request, and not send You any further direct marketing communications.

15. Consumer Protection Act and Protection of Personal Information Act

- 15.1. If any part of this Privacy Policy is regulated by or subject to the Consumer Protection Act, or the Protection of Personal Information Act, No. 4 of 2013 ("**POPI**"), it is not intended that any part of this Privacy Policy contravenes any provision of the Consumer Protection Act or POPI. Therefore all provisions of this Privacy Policy must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act and POPI are complied with.
- 15.2. No provision of this Privacy Policy (or any contract governed by this Privacy Policy):
- 15.2.1. does or purports to limit or exempt us or any person or entity from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other

person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;

15.2.2. requires You to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or

15.2.3. limits or excludes any warranties or obligations which are implied into this Privacy Policy (or any contract governed by this Privacy Policy) by the Consumer Protection Act or POPI (to the extent they are applicable) or which we give under the Consumer Protection Act or POPI (to the extent they are applicable), to the extent that the law does not allow them to be limited or excluded.

15.3. To see Your Personal Information that we have processed in relation to the Platforms, to cancel it or to correct or update this Personal Information, please email us using the contact details provided in clause 17 below.

16. Governing Law

16.1. This Privacy Policy shall be governed by the laws of the Republic of South Africa.

16.2. If any provision of this Privacy Policy is judged to be illegal, void or unenforceable due to applicable law or by order of a court of a competent jurisdiction it shall be deemed deleted and the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

17. Queries and Contact Details

17.1. Postal: **PO Box 2974, Pinegowrie, 2123, South Africa**

Email: marketing@dstvmedia.com

Telephone: **+27 11 289-3000**

Web: www.dstvmedia.com