

SUPERSPORT INTERNATIONAL (PROPRIETARY) LIMITED
STANDARD BROADCAST SPONSORSHIP TERMS AND CONDITIONS

1 DEFINITIONS

For the purposes of these Terms and Conditions, unless the context indicates otherwise –

- 1.1 “Affiliates” means any group company or entity or subsidiary or parent company within the MultiChoice Group of companies which directly or indirectly Controls, is Controlled by, or is under common Control with, that Party.
- 1.2 “Brand” means the effect that a particular Promotional Commercial or promotional device has of highlighting and/or promoting a particular person, product or service; and “Branded” shall have a corresponding meaning;
- 1.3 “Broadcast” means:
- 1.3.1 a broadcast of the Programme or any other material related to the Programme through the SuperSport Channels and/or any channels of any of its affiliated companies by way of any and all broadcast technologies to any device; and/or
- 1.3.2 an individual display or transmission or making available of the Programme or any other material related to the Programme on SuperSport.com and / or any website or mobisite under the control of SuperSport and /or its Affiliates.
- 1.4 “Classical Commercial” means any advertisement produced to be broadcast on television, the internet or mobile, which is not specifically aimed at promoting the Programme, and which features the Sponsor only and not SuperSport;
- 1.5 “Controls / Controlled by” shall mean the power to direct or cause the direction of the management, policies and affairs of a company whether by the ownership (whether directly or indirectly) of not less than fifty per cent (50%) of the equity or share capital or the voting power in any other company, or the ability to appoint the majority of directors or members to the board, by contract or otherwise.
- 1.6 “Opening/Closing Billboard” means a sequence of footage or graphics produced specifically to be screened shortly before or after the Broadcast (as appropriate), which are typically 15 (fifteen) seconds in duration and contain material promoting the Event/Programme and Branding the Sponsor and/or SuperSport;
- 1.7 “Commercial Airtime” means airtime in the form of Classical Commercials provided by SuperSport to Sponsor in terms of this Agreement;
- 1.8 “Competitive Products” means products and services of third parties, which compete with the Sponsor’s products and services or the Sponsor Product Category, the details of which shall be as set out in in the Proposal;
- 1.9 “DSTV Media Sales” means DSTV Media Sales (Proprietary) Limited, Registration Number 95/001791/07, a private company duly incorporated in accordance with the laws of South Africa
- 1.10 “Event” means a sporting or other event or series of events which is broadcast by SuperSport as agreed to between-DSTV Media Sales and the Sponsor in writing, or as set out in the Proposal, as the case may be;
- 1.11 “Exposure” means the on-air television exposure, Internet exposure, mobile exposure, catch-up exposure, social media exposure and/or other promotional devices, as the case may be, used by SuperSport/DSTV Media Sales to advertise and promote an Event and/or a Programme and/or the Sponsor, as the case may be;
- 1.12 “the Failed Broadcast and/or Exposure” means any event in terms whereof SuperSport fails to carry all or part of the Broadcast or otherwise fail to provide any or all the Exposure in terms of these terms and conditions;
- 1.13 “Key/ Logo on screen” means a graphical display of the Sponsor’s logo, the size of which is determined by SuperSport in its sole discretion, which is typically, but not at all times, screened in the bottom right hand side of the picture during the Broadcast of a Programme or at such other agreed location as may be decided by DSTV Media Sales in its sole discretion, for a duration to be determined by SuperSport in its sole discretion, provided that such screening shall not exceed 50% (fifty per centum) of the duration of the Broadcast;
- 1.14 “Live” means Broadcasting whilst the Event is in progress and/or within half an hour after the Event is over or after the Programme was scheduled to be broadcast;

- 1.15 “Prime Rate” means the prime overdraft rate ruling from time to time, expressed as a rate per annum calculated daily and compounded monthly in arrears at which ABSA Bank lends on overdraft to its most favoured customers from time to time during a given period. A certificate from any manager of ABSA Bank (whose appointment or authority need not be proved) as to the prime rate at any time shall, in the absence of manifest error or calculation, be final and binding on the parties.
- 1.16 “the Programme” means any programme broadcast by SuperSport (including those programmes which provide Live or delayed coverage of an Event, and including any inserts which take place during a Programme) which is to be sponsored by the Sponsor;
- 1.17 “Promotional Commercials” or “Promos” means any sequence of footage or graphics produced to be broadcast, which is aimed at promoting the Event / Programme, and which specifically features the Sponsor and/or SuperSport, as the case may be;
- 1.18 “the Proposal” means the documents forwarded by DSTV Media Sales to the Sponsor prior to the signing of any written agreement between DSTV Media Sales on behalf of SuperSport and the Sponsor, which have been accepted and agreed to by the Sponsor, which details, *inter alia*, the Exposure and the consideration payable by the Sponsor;
- 1.19 “South Africa” means the Republic of South Africa;
- 1.20 “the Sponsor” means the sponsor of the Programme, or any inserts within the Programme or occurrences during the Event, as the case may be;
- 1.21 “Sponsor Product Category” means the defined product, brand and / or service category of the Sponsor owned by, offered by and / or associated with the Sponsor and/or the Sponsor’s name as set out in the Proposal.
- 1.22 “Head of Sales: Sport” means the person designated and notified as-Head of Sales: Sport or the equivalent position, from time to time
- 1.23 Fee means the sponsorship fee payable in terms of clause 3;
- 1.24 “Squeezeback” or “Reveal” means a sequence of television footage or a graphic produced specifically to promote the Sponsor, which is screened from time to time during the Broadcast for a duration of approximately 10 (ten) seconds, which is shown when the main picture is reduced in size (determined by SuperSport in its sole discretion and typically at approximately 65% (sixty five per centum) of the available space), in order to allow such footage or graphic to be screened in the available space (typically at 35% (thirty five per centum) of the remaining available space) on the screen surrounding the actual picture. The frequency of when Squeezebacks are shown will be set out in the Proposal, if applicable;
- 1.25 “Sting/Break Bumpers” means a sequence of television footage or a graphic, typically approximately 5 (five) seconds or 10 (ten) seconds in duration, produced to be screened in-between or during scheduled breaks in the Broadcast, which promotes the Sponsor and indicates the break;
- 1.26 “Substitute Exposure” means exposure to any sporting event other than the Event, which may possibly be provided by SuperSport in lieu of the Failed Broadcast and/or Exposure;
- 1.27 “SuperSport” means SuperSport International (Proprietary) Limited, Registration Number 1997/004108/07, a private company duly incorporated in accordance with the laws of South Africa; “SuperSport.com” means the Website accessible on the World Wide Web under the domain name “SuperSport.com”;
- 1.28 “SuperSport Channels” means the SuperSport branded channels owned and operated by SuperSport on which programming and Events are broadcast;
- 1.29 “these Terms and Conditions” means the standard sponsorship terms and conditions set out in this document;
- 1.30 “VAT” means the Value Added Tax as contemplated in the Value Added tax Act 1991, together with any gazetted regulation or official notification setting out the applicable VAT rate/s during the Term, the rate of which shall be as stated set in the invoice.
- 1.31 “Website” means a set of graphic and textual elements comprising a page, or a group of pages accessible on the World Wide Web, sharing a domain name; and
- 1.32 “World Wide Web” means that part of the internet based on the Hypertext Transfer Protocol which allows a user access to a Website.

2 PERIOD

- 2.1 Subject to what may be specified in the Proposal, or otherwise agreed by the parties in writing, any relationship between SuperSport/DSTV Media Sales and the Sponsor shall be deemed to commence upon the date of the first Broadcast of the Programme and, subject to clauses 2.3 and 14, shall terminate on the date of payment of the last instalment of the Fee or the date of the last Broadcast of the Programme for that particular year, Event or season of the Programme as the case may be.
- 2.2 Prior to the signature by both Parties of a written agreement between DSTV Media Sale on behalf of SuperSport and the Sponsor, DSTV Media Sales shall be entitled to terminate the relationship for any reason whatsoever between the Sponsor and itself upon 10 (ten) working days written notice to the Sponsor.

3 FEE AND PAYMENT

- 3.1 In consideration for the sponsorship rights granted by SuperSport to the Sponsor, the Sponsor shall pay to DSTV Media Sales a fee ("the Fee"), which shall be set out in the Proposal, or otherwise agreed to by the parties in writing.
- 3.2 The Fee excludes Value Added Tax (or other taxes as may be appropriate). The Fee furthermore excludes agency commission and collection commission, if any ("the Additional Costs"). The Sponsor shall pay the Additional Costs to DSTV Media Sales in the manner set out in clause 3.3 within 45 (forty-five) working days of being demanded in writing by DSTV Media Sales
- 3.3 The Fee (plus VAT) and the Additional Costs, if any, shall be paid by way of electronic transfer in the manner and at the times set out in the Proposal, or as otherwise agreed to by the parties in writing, into a bank account, the details of which are set out in the invoice hereunder, or any other bank account nominated by SuperSport in writing from time to time
- 3.4 All payments shall be made in full without deduction, set off, withholding, discount or any condition whatsoever.
- 3.5 The Parties agree that time shall be of the essence of this Agreement and ,should payment of any amount owing to DSTV Media Sales by the Sponsor not be made upon the due date, then the full outstanding amount due to DSTV Media Sales shall immediately become due and payable by the Sponsor, without prejudice to any other rights DSTV Media Sales may have in law, which shall include, but not be limited to SuperSport and / or DSTV Media Sales withholding any exposure to the Sponsor until payment in full of all outstanding amounts is effected to DSTV Media Sales. The Sponsor shall be liable for all costs incurred by DSTV Media Sales in collecting and/or recovering any such amounts not paid on the due date, including without limitation, all attorney's fees (on an attorney and own client scale) and all collection costs (if any).
- 3.6 DSTV Media Sales shall charge interest on all outstanding amounts owing to DSTV Media Sales by the Sponsor at the Prime Rate plus 2% (two per centum), calculated from the due date until payment in full is received by DSTV Media Sales from the Sponsor.

4 THE EXPOSURE

- 4.1 The Sponsor shall not be entitled in any way to influence the content or scheduling of the Programme and the editorial control in the Programme shall remain vested in SuperSport.
- 4.2 Subject to clause 4.1, the Sponsor shall be entitled to the Exposure as detailed in the Proposal, always subject to SuperSport at all relevant times having the broadcast rights to the Events or programming referred to in the Proposal or otherwise and to the terms and conditions of the Licence Agreement between SuperSport and the original rights holder to the event and at the discretion of such original rights holder, or otherwise agreed by the Parties in writing, and be broadcast on such channels as specified in the Proposal or otherwise agreed to by the Parties in writing.
- 4.3 Subject to any other terms and conditions set out in the Proposal, all material required for the Exposure shall be produced and delivered by the Sponsor to SuperSport, at the Sponsor's costs and in terms of the provisions of clause 6.
- 4.4 All material required for the Exposure shall comply with:
- 4.4.1 the requirements of SuperSport, as agreed between the parties and/or as set out in the Proposal;
 - 4.4.2 the laws of the Territory/ies in which the Exposure will be flighted and the generally acceptable standards of decency;

- 4.4.3 the Code of Advertising Practice and rulings of the Advertising Regulatory Board of South Africa (ARB) (if applicable) and / or any other Advertising Standards that may be applicable in the Territory/ies where the Exposure is flighted, as at the time of any Broadcast.
- 4.4.4 the standard term and conditions applicable from time to time to the SuperSport Website (if broadcast is displayed or made available on any Website).
- 4.4.5 The material terms and conditions of any relevant License agreement between SuperSport and the original rights holder to the Event and / or Programming in respect of which the Exposure is proposed to be granted to the Sponsor (if any) which shall, where applicable, be incorporated into this Agreement by way of a separate addendum.
- 4.5 SuperSport shall be entitled to use and display all or a portion of the Programme or make reference to the Event, including, without limitation, making use of or reference to the Sponsor's logo, on any of SuperSport's Websites, including, without limitation "SuperSport.com" Any consideration payable by the Sponsor to SuperSport in respect of any Broadcast on any of SuperSport's Websites ("Website Payments") is set out in the Proposal and shall be paid in the manner set out in clause 3.3.
- 4.6 The Sponsor shall not be entitled to use and/or display or procure or allow the use and/or display of all or a portion of the Programme or refer to the Event on any of the Sponsor's Websites or any other Website under its control, without the prior written consent of SuperSport.

5 SUPERSPORT'S OBLIGATIONS

- 5.1 Subject to clause 5.3, SuperSport shall use it reasonable commercial endeavours to procure that the Programme is broadcast on the dates and at the times and in the manner set out in the Proposal, provided that the broadcasting of Live sporting events of whatsoever nature shall take precedence over the Broadcasting of the Programme.
- 5.2 SuperSport shall use it reasonable commercial endeavours to comply with all the obligations imposed on it in the Proposal and shall give to the Sponsor the Exposure on such channels as set out in the Proposal, in such a manner as to comply with the provisions of the Proposal.
- 5.3 In the event that SuperSport is unable to broadcast the Programme or any portion thereof at the dates and times set out in the Proposal due to causes beyond its reasonable control (including, without limitation, the Broadcasting of Live sporting events of whatsoever nature), then SuperSport shall use its reasonable commercial endeavours to broadcast it at a time and on a date which is reasonably regarded to be to the advantage of the Sponsor, For the purpose of this clause 5.3, "causes beyond its reasonable control" shall include, without limitation to the generality thereof, the following:
 - 5.4
 - 5.4.1 the cancellation and/or delay, for any reason whatsoever, of the Event (or any part thereof);
 - 5.4.2 the inability, for any reason whatsoever, of SuperSport to broadcast or record the Event (or any part thereof);
 - 5.4.3 non-availability of good signal; or
 - 5.4.4 any technical failure.
 - 5.4.5 the termination or suspension of broadcast rights which SuperSport may have to the Event or programme;
 - 5.4.6 the terms and conditions of the Licence Agreement between SuperSport and the original rights holder to the event and at the discretion of such rights holder If SuperSport is unable to broadcast a Programme or Event at the agreed time and on the agreed date, or as otherwise provided for in clause 5.3 it shall within a reasonable time after becoming aware of such inability, notify the Sponsor by e-mail thereof.

6 SPONSOR'S OBLIGATIONS

- 6.1 The Sponsor shall:
 - 6.1.1 co-operate fully with DSTV Media Sales by timeously giving such consents, scheduling details, promotional materials and other information or materials as may be required by DSTV Media Sales to perform its obligations in respect of these Terms and Conditions;
 - 6.1.2 make prompt and proper payment to DSTV Media Sales (or DSTV Media Sales designated agent, as advised from time to time) of the Sponsorship Fee and any other monies which may become due and payable to DSTV Media Sales in accordance with these Terms and Conditions, and the Sponsor shall not be entitled to withhold any payment due to DSTV Media Sales in terms of these Terms and Conditions, whether as a result of alleged non-performance by

- SuperSport/DSTV Media Sales and/or pending the resolution of any dispute in accordance with these Terms and Conditions;
- 6.1.3 make available to DSTV Media Sales all publicity and promotional material that DSTV Media Sales from time to time may require to enable DSTV Media Sales to give the Sponsor the Exposure, which material shall be delivered to DSTV Media Sales, at the Sponsor's own expense, on or before 7 (seven) working days before the date scheduled for the first Broadcast;
- 6.1.4 Deliver the material by HDD or telestream by File Transfer Protocol (FTP) via either Mediahost or MediaMove or such other approved FTP mechanism and according to the Material Delivery Specifications as required by DSTV Media Sales and / or SuperSport. DSTV Media Sales has the right to reject any Materials not so delivered according to the above Material Delivery Specifications.
- 6.1.5 comply with any reasonable requests of SuperSport/DSTV Media Sales.
- 6.2 The Sponsor shall not without the prior written consent of SuperSport/DSTV Media Sales advertise or publish its sponsoring of or association with the Programme or Event, nor use any emblem, logo or promotional mark of the Programme or Event or create any direct or indirect association therewith.
- 6.3 The Sponsor shall in no way whatsoever interfere with or make unreasonable requests in respect of the creation or production of the Programme or the making of the Broadcast, without the prior written approval of SuperSport/DSTV Media Sales.
- 7 COMPETITIVE PRODUCTS AND PUBLICITY**
- 7.1 SuperSport / DSTV Media Sales cannot guarantee that Classical Commercials of Competitive Products will not be broadcast before or after the Programme, nor that there shall not be any incidental exposure in the Programme of such Competitive Products, it being understood that any such Competitive Products may be advertised at the venues or otherwise where the Programme is being recorded or the Event is taking place.
- 7.2 Any exclusivity granted to the Sponsor viz a viz other third-party sponsors regarding any Sponsor Product Category shall be as stated in the Proposal.
- 8 ACCESS TO SUPERSPORT/DSTV Media Sales PERSONNEL AND REPORTING PROCEDURES**
- 8.1 The Sponsor shall be entitled to meet the Head of Sales: Sport and/or those representatives of SuperSport/DSTV Media Sales who are responsible for the Programme on such dates and at such times that are mutually suitable to the parties, which dates, and times shall be arranged by the Sponsor with DSTV Media Sales on or before 7 (seven) days before the relevant meeting.
- 8.2 Each meeting referred to in clause 8.1 shall be or finalising arrangements pertaining to the Programme and to deal with problems pertaining to the Programme.
- 8.3 Each of the meetings referred to in clause 8.1 shall endure for such time period as may be reasonable to complete the business of such meeting.
- 8.4 In order to ensure that any failure to comply with any obligation and/or responsibility of any party in terms of these Terms and Conditions, as the case may be, is identified and rectified expediently, the Sponsor shall at all times follow the reporting procedures set out in clause 8.5 to 8.7, prior to invoking the arbitration procedure set out in clause 17.
- 8.5 Should the Sponsor identify any failure, of whatsoever nature, by SuperSport/DSTV Media Sales to comply with any of its obligations and/or responsibilities in terms of these Terms and Conditions ("the Event of Non-compliance"), the Sponsor shall immediately inform the Head of Sales: Sport of the Event of Non-compliance in writing and request the Head of Sales: Sport to rectify it.
- 8.6 In the event that the Head of Sales: Sport fails to resolve the Event of Non-compliance within 14 (fourteen) days of being informed thereof in writing by the Sponsor in terms of clause 8.5, such Event of Non-compliance shall be referred to the senior management personnel of the Sponsor and SuperSport/DSTV Media Sales respectively.

8.7 In the event that the senior management personnel of the Sponsor and SuperSport/DSTV Media Sales respectively fail to resolve the Event of Default within 7 (seven) days of being notified thereof in terms of clause 8.6, the matter shall be referred to arbitration in terms of clause 17.

9 COPYRIGHT AND NAMING RIGHTS

9.1 The copyright in the Programme, any Billboards or any other material produced by SuperSport in respect of or in any manner whatsoever connected to the Broadcasts and the Promotional Commercials vests exclusively in SuperSport.

9.2 The naming rights of the Programme belongs to SuperSport provided that -

9.2.1 SuperSport shall, in its sole discretion, be entitled to use the name of the Programme or the Event, or any part thereof, in any other production or programme;

9.2.2 subject to clause 12, SuperSport shall not be entitled to use the name of the Programme in association with the sponsorship thereof by any other entity, person or product, without the Sponsor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed;

~~9.2.3~~ SuperSport shall be obliged to refer to the Programme by its full name in all promotional advertising for the Programme;

9.2.4 the Sponsor shall not publish or advertise the Programme unless SuperSport/DSTV Media Sales has given its prior written consent thereto.

10 CANCELLATION OF PROGRAMMES OR FAILURE TO BROADCAST

10.1 Subject to the provisions of clause 5.3, should SuperSport/DSTV Media Sales fail to carry out all or part of the Broadcast or otherwise fail to provide any or all of the Exposure ("the Failed Broadcast and/or Exposure") in accordance with these Terms and Conditions, for any reason whatsoever, then SuperSport/DSTV Media Sales may, at its sole discretion, be entitled to grant the Sponsor the following in lieu of the Failed Broadcast and/or Exposure :

10.1.1 Exposure of any other sporting event other than the Event ("Substitute Exposure"), in consultation with the Sponsor or

10.1.2 commercial airtime in the form of Classical Commercials ("Commercial Airtime"), to be determined at DSTV Media Sales sole discretion, DSTV Media Sales and the Sponsor shall use their respective reasonable commercial endeavours to ensure that the Substitute Exposure and/or Commercial Airtime, as the case may be, is provided in a manner and at times which are as favourable as reasonably possible for both DSTV Media Sales and the Sponsor.

10.2 DSTV Media Sales shall, in the exercise of its discretion in terms of this clause 10 and subject to the availability of airtime, use its reasonable commercial endeavours to ensure that the Substitute Exposure and/or Commercial Airtime, as the case may be, shall be in accordance with the prevailing media schedule of the Sponsor, from time to time, which the Sponsor shall provide to DSTV Media Sales in writing.

10.3 The Sponsor shall not have any claim of whatsoever nature, including, without limitation, a claim for damages against SuperSport/DSTV Media Sales in respect of the Failed Broadcast and/or Exposure, as the case may be and hereby indemnifies and holds SuperSport/DSTV Media Sales blameless against any such claims of any nature whatsoever.

11 INDEMNITY

11.1 The Sponsor hereby indemnifies and holds SuperSport/DSTV Media Sales harmless against all damages, costs, claims and/or losses suffered or incurred by SuperSport/DSTV Media Sales as a result of the Sponsor's breach of any of these Terms and Conditions, for any reason whatsoever.

11.2 The Sponsor hereby indemnifies and holds SuperSport/DSTV Media Sales harmless against any damages, costs, claims, losses and/or damages suffered or incurred by SuperSport/DSTV Media Sales as a result of the Sponsor's negligence and/or wilfulness in respect of the Terms and Conditions and against any claim or action instituted by any third party against SuperSport/DSTV Media Sales resulting from the use or broadcast by SuperSport/DSTV Media Sales of any material or information supplied by the Sponsor to DSTV Media Sales pursuant to clause 4.3 or 6.

11.3 SuperSport/DSTV Media Sales hereby indemnifies and holds the Sponsor harmless against any damages, costs, claims, losses and/or damages suffered or incurred by the Sponsor as a result of any breach by SuperSport/DSTV Media Sales of any of these Terms and Conditions.

Neither party shall be liable for any indirect, special or consequential loss or damage, including, but not limited to, lost business and/or lost profits and/or anticipated profits or savings and/or opportunity costs,

whether foreseeable or not, suffered by the other party in respect of these Terms and Conditions, for any reason whatsoever and any claim for damages shall be limited to the annual fee payable by the Sponsor to DSTV Media Sales

12 CO-SPONSORS

- 12.1 Should the Sponsor not be the sole sponsor of the Programme, then DSTV Media Sales shall advise the Sponsor of all other sponsors of the Programme in writing. In such event, the Sponsor shall share the Exposure during the Broadcast or during the broadcast of any Promotional Commercials and/or other television programmes broadcast by SuperSport in respect of the Programme, with such co-sponsors.
- 12.2 The Sponsor's share of the total Exposure shall be *pro rata* to the percentage (or proportion rounded down to the nearest decimal point) which its Sponsorship Fee bears to the sponsorship fees payable by all the sponsors to DSTV Media Sales in respect of the Broadcast.

13 CONFIDENTIALITY

- 13.1 The parties undertake to keep the terms and conditions of the sponsorship relationship between the parties confidential, including, without limitation, the terms and conditions of any written sponsorship agreement between the parties and the provisions of the Proposal, except -
- 13.1.1. insofar as it is necessary to make disclosures for the purposes of giving effect to the terms and conditions governing the sponsorship relationship between the parties;
- 13.1.2. that each party shall be entitled to disclose details to its shareholders, contractors, the Broadcasting Monitoring and Complaints Committee (South Africa) , the Independent Communications Authority of South Africa, the Independent Broadcasting Authority (South Africa) and or any relevant Regulatory body within the Territory, domestic Government and departments or agencies thereof and its professional advisers or in accordance with the rules of any Stock Exchange, if so required by the enactments and laws of South Africa.

14 BREACH

- 14.1 Subject to clause 10, the Sponsor shall be entitled to terminate its relationship with DSTV Media Sales by written notice if –
- 14.1.1 SuperSport/DSTV Media Sales commits any material breach of its material obligations under these Terms and Conditions and fails to remedy that breach within 7 (seven) days of it being given written notice to do so;
- 14.1.2 SuperSport/DSTV Media Sales is wound up in any of the circumstances contemplated in Section 80 of the Companies Act 71 of 2008 and / or ceases to trade or carry on business as a going concern and / or is subject to any similar circumstance or proceedings in any other jurisdiction;
- 14.1.3 SuperSport/DSTV Media Sales compromises or attempts to compromise with its creditors;
- 14.1.4 any person or entity successfully institutes any proceedings for the winding-up, liquidation or judicial management of SuperSport/DSTV Media Sales, of any similar proceedings, (including any bankruptcy proceedings).
- 14.2 Notwithstanding any other provision in these Terms and Conditions, DSTV Media Sales shall be entitled to terminate its relationship with the Sponsor by written notice if -
- 14.2.1 the Sponsor fails to make payment of any amount due by it to DSTV Media Sales within 7 (seven) working days;
- 14.2.2 the Sponsor commits any material breach of its other material obligations under these Terms and Conditions and fails to remedy that breach within 7 (seven) working days of it being given written notice to do so;
- 14.2.3 the Sponsor is wound up in any of the circumstances contemplated in Section 80 of the Companies Act, No. 71 of 2008(as amended) and / or ceases to trade or carry on business as a going concern and / or subject to any similar circumstances or proceedings in any other jurisdiction;
- 14.2.4 the Sponsor compromises or attempts to compromise with its creditors;
- 14.2.5 any person or entity successfully institutes any proceedings, for the winding up, liquidation or judicial management of the Sponsor or any similar proceedings (including any bankruptcy proceedings).
- 14.3 The rights of the parties under clause 14.1 and clause 14.2 shall not be exhaustive and shall be in addition and without prejudice to any other rights which they may have whether for damages or otherwise.

15 **FORCE MAJEURE**

- 15.1 Subject to the provisions of clause 5.3, if either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations in terms of these Terms and Conditions by reason of force majeure the party so affected:
- 15.1.1 shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented;
 - 15.1.2 shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages, whether general, special or consequential, which the other party may suffer due to such delay or failure,
- provided always that written notice shall, within 48 (forty-eight) hours of the occurrence constituting force majeure, be given of any such inability to perform by the affected party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such force majeure.
- 15.2 Either party invoking force majeure shall use its reasonable endeavours, to the extent possible in the circumstances prevailing from time to time, to terminate the circumstances giving rise to force majeure and upon termination of the circumstances giving rise thereto, shall forthwith give written notice thereof to the other party.
- 15.3 The parties agree that, if force majeure occurs as contemplated herein, the duration of the relationship between the parties shall be extended by the period for which such force majeure continues. However, should force majeure last more than 15 (fifteen) days, the party who has not claimed force majeure may terminate the relationship between the parties, provided that no party shall incur any liability as a result of any damages, costs, claims, losses and/or damages suffered and/or incurred by the other party as a result of such force majeure and/or the termination of the relationship between the parties in terms of this clause 15.3.
- 15.4 For the purposes of this clause 15, the term force majeure shall mean, without limitation, any act of God, that effects cannot be mitigated occasioned by a failure to perform on the part of any subcontractor and/or supplier of SuperSport/DSTV Media Sales, as the case may be, for any reason whatsoever, terrorist acts, wars, blockades, insurrections, riots, epidemics, quarantine restrictions, landslides, lightning, earthquakes, fires, storms, floods, arrests and restraints by any governmental authorities, civil disturbances, acts of any governmental or local authority, the promulgation and/or amendment of any legislation, regulation and by-laws, breakdown of machinery, power failures, satellite or any other mechanical malfunctions cancellation and/or delay of the Event (or any part thereof), technical failures, the non-availability of good signal and any other cause whatsoever.

16 **DOMICILIUM AND NOTICES**

- 16.1 For the purpose of all notices and other communications which must be delivered for the purposes of these Terms and Conditions, SuperSport chooses the following address -

Physical: Multichoice City, 144 Bram Fischer Drive, Randburg, 2194

Postal: P O Box 2974, Pinetown, 2123

E-mail: pooven.chetty@dstvmedia.com

Marked for the attention of: Head of Sales: Sport Africa

With a copy to: [select Branch as appropriate]

DSTV Media Sales Nigeria, Plot 1652, Olosa Street, Victoria Island, Lagos, Nigeria.

DSTV Media Sales Kenya, Supersport Complex, Jamhuri Park, Off Ngong Road, Nairobi, Kenya.

DSTV Media Sales Angola, Edificio Potche, S/N, CS 5B Via A1 Talatona, Luanda, Angola.

- 16.2 For the purpose of all notices and other communications which must be delivered for the purposes of these Terms and Conditions, the Sponsor's address (which shall include physical and postal address, e-mail and the person for whose attention any notices or communications should be marked) shall be the address set out in any written sponsorship agreement concluded between the parties, or the address otherwise provided to DSTV Media Sales in writing. Should the Sponsor fail to provide-DSTV Media Sales with an address for the purposes of this clause 16, then DSTV Media Sales shall be entitled to request that the Sponsor provide it

with such an address, which such address must be provided within 5 (five) days of the Sponsor's receipt of DSTV Media Sales request.

16.3 Any notice or communication required or permitted to be given in terms of these Terms and Conditions shall be valid and effective only if in writing, but it shall be competent to give notice by e-mail.

16.4 Any notice to a party contained in a correctly addressed envelope and -

16.4.1 sent by prepaid registered post to it at its chosen postal address; or

16.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen physical address,

shall be deemed to have been received, in the case of clause 16.4.1, on the 7th (seventh) business day after posting (unless the contrary is proved) and, in the case of clause 16.4.2, on the day of delivery

16.5 Any notice –

16.5.1 sent by e-mail to a party at its e-mail address, shall be deemed (unless the contrary is proved) to have been received on the first business day after it is transmitted.

16.6 DSTV Media Sales chooses the physical address set out opposite its name in clause 16.1 as the address at which legal process must be delivered to DSTV Media Sales for the purpose of these Terms and Conditions. The physical address provided by the Sponsor to DSTV Media Sales in accordance with clause 16.2 shall be the address at which legal process must be delivered to the Sponsor for the purpose of these Terms and Conditions.

16.7 The parties shall be entitled at any time to change their addresses for the purposes of this clause 16 to any other address in South Africa by giving written notice to that effect to the other.

17 **ARBITRATION**

17.1 Any dispute between the parties in regard to any matter arising out of these Terms and Conditions or its interpretation or their respective rights and obligations under these Terms and Conditions or the termination of the relationship between the parties or any matter arising out of such termination, shall be submitted to and decided by arbitration.

17.2 The arbitrator shall be a person agreed upon by the parties, or failing agreement, between them within a period of 14 (fourteen) days after the arbitration has been demanded, either of the parties shall be entitled to request the Secretariat of the Arbitration Foundation of Southern Africa, to make the appointment, provided that:

17.2.1 if the dispute relates to a legal matter, the person shall be a practising advocate of not less than 15 (fifteen) years' standing or a practising attorney of not less than 15 (fifteen) years' standing;

17.2.2 if the dispute relates to an accounting matter, the person shall be a practising chartered accountant with no less than 15 (fifteen) years' experience;

17.2.3 if the dispute relates to any other matter, the person shall be one with adequate and appropriate experience.

17.3 The arbitrator shall be obliged to give the reasons for any decision made by him in the course of the arbitration. The decision of the arbitrator shall be final and binding on the parties, no party shall be entitled to appeal against such decision, either in terms of the rules of the Arbitration Foundation of Southern Africa or at all and such decision may be made an order of any court of competent jurisdiction.

17.4 Each of the parties hereby submits itself to the non-exclusive jurisdiction of the South Gauteng High Court of South Africa should the other party wish to make the arbitrator's decision an order of that Court.

17.5 The arbitration shall be held in Sandton, Randburg or Johannesburg and shall be held in a summary manner with a view to it being completed as soon as possible

17.6 Subject to the other provisions of this clause 17, each arbitration shall be held in accordance with the provisions of the rules of the Arbitration Foundation of Southern Africa.

17.7 Nothing in this clause 17 shall preclude any party from seeking any interim and/or urgent relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this clause 17.

18 **GENERAL**

- 18.1 Any latitude or extension of time which may be allowed by any party shall not under any circumstances whatsoever act as an estoppel or be a waiver of that party's rights hereunder.
- 18.2 No party may cede any of its rights or delegate any of its obligations under these Terms and Conditions without the prior written consent of the other party, provided that SuperSport/DSTV Media Sales shall be entitled to do so to any company within the SuperSport/DSTV Media Sales group, without the consent of the Sponsor.
- 18.3 These Terms and conditions together with the attached Proposal comprise the entire agreement between the Parties and no other conditions, warranties or guarantees, undertakings or representations shall be of any force or effect other than those which are included herein
- 18.4 All the transactions and arrangements contemplated in these Terms and Conditions constitute one indivisible transaction.
- 18.5 No alteration or variation to these Terms and Conditions or consensual cancellation of the relationship between SuperSport/DSTV Media Sales and the Sponsor shall be of any force or effect unless it is recorded in writing and signed by all the parties.
- 18.6 Each party warrants that it is acting as a principal and not as an agent for an undisclosed principal.
- 18.7 Nothing in these Terms and Conditions shall constitute SuperSport/DSTV Media Sales an agent or partner of the Sponsor nor the employees of SuperSport/DSTV Media Sales as the employees of the Sponsor, the Parties being independent contractors.

19 **INTERPRETATION**

- 19.1 In these Terms and Conditions, unless the context requires otherwise--
 - 19.1.1 words importing any one gender shall include the other two genders;
 - 19.1.2 the singular shall include the plural and vice versa;
 - 19.1.3 a reference to natural persons shall include created entities (corporate or unincorporated) and vice versa.
 - 19.1.4 "working day" means any day other than a Saturday, Sunday or any official public holiday within South Africa;
 - 19.1.5 "calendar day" means any day, including Saturday, Sunday and official public holiday within South Africa;
 - 19.1.6 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
 - 19.1.7 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of these Terms and Conditions;
 - 19.1.8 when any number of days is prescribed in these Terms and Conditions, that number of days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or official public holiday of the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday;
 - 19.1.9 when any number of calendar days is prescribed in these Terms and Conditions, that number of calendar days shall be reckoned exclusively of the first and inclusively of the last calendar day;
- 19.2 In these Terms and Conditions, the headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.

20 **JURISDICTION**

Subject to clause 17, the parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court of South Africa for the purposes of all or any legal proceedings arising from or concerning these Terms and Conditions.