

**BIG SAVE HOLDINGS PROPRIETARY LIMITED**  
**AND ANY AND ALL SUBSIDIARIES, AFFILIATES AND RELATED ENTITIES**

**PROTECTION OF PERSONAL INFORMATION POLICY**

**1. INTRODUCTION**

- 1.1 BIG SAVE GROUP respect clients' Privacy and will take reasonable measures to protect it, as more fully detailed below.
- 1.2 BIG SAVE GROUP may require the client to provide BIG SAVE GROUP with personal information which includes but is not limited to company names and registration numbers, name and surname, email address, physical address, gender, mobile number and date of birth.
- 1.3 Should the Customer's personal information change, please inform BIG SAVE GROUP and provide BIG SAVE GROUP with the updates within 7 days to enable BIG SAVE GROUP to update the Customer's personal information.
- 1.4 Customers may choose to provide additional personal information to BIG SAVE GROUP, in which event Customers agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent the Customer's affiliation with anyone or anything.
- 1.5 BIG SAVE GROUP ask each of its Customers to abide by all applicable laws, rules and regulations, as BIG SAVE GROUP promise its Customers that BIG SAVE GROUP will do ourselves. BIG SAVE GROUP also recommend that each Customer obtain all necessary consents from visitors to its Website and Application(s), post an online Privacy Policy that provides each visitor with notice of its data collection and provide a link to this Privacy Policy.

**2. CLIENT'S CONSENT**

By using the BIG SAVE GROUP Website and Application as well as providing BIG SAVE GROUP with the Customer's personal data, Customers consent to this transfer of the Customer's personal data. Subject to the below, BIG SAVE GROUP will not, without the Customer's express consent, use the Customer's personal information for any purpose other than as set out below:

- 2.1 BIG SAVE GROUP use that information for several purposes: to consider credit applications; to fulfill the Customer's request; to contact Customers if BIG SAVE GROUP need to obtain or provide additional information; to verify the accuracy of our records; or to contact Customers regarding customer satisfaction surveys;
- 2.2 in relation to the ordering, sale and delivery of goods;
- 2.3 to contact Customers regarding current or new goods or services or any other goods offered by

- BIG SAVE GROUP or any of its Customers (unless Customers have opted out from receiving marketing material from BIG SAVE GROUP);
- 2.4 to inform Customers of new features, special offers and promotional competitions offered by BIG SAVE GROUP or any of its Customers (unless Customers have opted out from receiving marketing material from BIG SAVE GROUP);
  - 2.5 to improve our product, Services and Customer's selection and the Customer's experience on our Website and Application by, for example, monitoring the Customer's browsing habits, or tracking the Customer's sales on the Website and Application;
  - 2.6 to provide online advertisers with third party independent statistics that help demonstrate the Website and Application's audience. This data may include demographics, industries, search engine referrals, affiliate referrals, traffic driven by banner ads or other online promotions, how visitors navigate around the site, the most popular Website and Applications or sections;
  - 2.7 collect certain technical information, such as the browser version and operating system. BIG SAVE GROUP aggregate all of the usage data from its Customers' Website and Applications into a potential benchmarking solution that demonstrates their metrics to advertisers and other interested parties;
  - 2.8 disclose the Customer's personal information to any third party other than as set out below:
    - 2.8.1 to our employees and/or third party service providers who assist BIG SAVE GROUP to interact with Customers via our Website and Application, email or any other method, for the ordering of goods or when delivering goods between Customers, and thus need to know the Customer's personal information in order to assist BIG SAVE GROUP to communicate with Customers properly and efficiently;
    - 2.8.2 to our Customers (including their employees and/or third party service providers) in order for them to interact directly with Customers via email or any other method for purposes of sending Customers marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless Customers have opted out from receiving marketing material from BIG SAVE GROUP);
    - 2.8.3 to law enforcement, government officials, fraud detection agencies or other third parties when BIG SAVE GROUP believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of the Privacy Policy;
    - 2.8.4 to our service providers (under contract with BIG SAVE GROUP) who help with parts of our business operations (fraud prevention, marketing, technology services, etc.). However, our contracts dictate that these service providers may only use the Customer's information in

- connection with the services they perform for BIG SAVE GROUP and not for their own benefit;
- 2.8.5 to our suppliers in order for them to liaise directly with Customers in the event of Customers submitting a warranty claim regarding any goods that Customers have purchased which requires their involvement.
- 2.9 From time to time, BIG SAVE GROUP may also administer random “interactive pop-up” surveys to some Customers on their sites. These surveys request additional demographic, non-personally identifiable information. The Customers’ participation in a survey is always voluntary, and Customers therefore have a choice as to whether or not to provide the requested survey information. BIG SAVE GROUP use the information collected in the survey, in conjunction with information gathered through cookies and code, in order to provide Customers with an even more detailed understanding of its target market.
- 2.10 Some voluntarily provided personally identifiable information may be captured; for example, when an email address or telephone number is incorporated into a survey for the potential awarding of a prize draw, or when the respondent has opted-in to possible follow up research. This information may be shared with entities or other Customers who in turn have agreed to adhere to this Privacy Policy.
- 2.11 BIG SAVE GROUP are entitled to use or disclose the Customer’s personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on BIG SAVE GROUP, or to protect and defend our rights or property.
- 2.12 BIG SAVE GROUP will ensure that all of our employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to the Customer’s personal information are bound by appropriate and legally binding confidentiality obligations in relation to the Customer’s personal information.

### **3. PERSONAL INFORMATION**

BIG SAVE GROUP will –

- 3.1 treat the Customer’s personal information as strictly confidential, save where BIG SAVE GROUP is entitled to share it as set out in this Policy;
- 3.2 take appropriate technical and organizational measures to ensure that the Customer’s personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- 3.3 provide Customers with access to the Customer’s personal information to view and/or update personal details;
- 3.4 promptly notify Customers if BIG SAVE GROUP become aware of any unauthorized use,

- disclosure or processing of the Customer's personal information;
- 3.5 provide Customers with reasonable evidence of our compliance with our obligations under this Policy on reasonable notice and request;
  - 3.6 upon the Customer's request, promptly return or destroy any and all of the Customer's personal information in our possession or control, save for that which BIG SAVE GROUP are legally obliged to retain;
  - 3.7 BIG SAVE GROUP will not retain the Customer's personal information longer than the period for which it was originally needed, unless BIG SAVE GROUP are required by law to do so, or Customers consent to BIG SAVE GROUP retaining such information for a longer period;
  - 3.8 BIG SAVE GROUP undertakes never to sell or make the Customer's personal information available to any third party other than as provided for in this Policy, unless BIG SAVE GROUP are compelled to do so by law. In particular, in the event of a fraudulent online payment, BIG SAVE GROUP is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it;
  - 3.9 Whilst BIG SAVE GROUP will do all things reasonably necessary to protect the Customer's rights of Privacy, BIG SAVE GROUP cannot guarantee or accept any liability whatsoever for unauthorized or unlawful disclosures of the Customer's personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence;
  - 3.10 If Customers disclose the Customer's personal information to a third party, such as an entity which operates a Website and Application linked to this Website and Application or anyone other than BIG SAVE GROUP, BIG SAVE GROUP WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because BIG SAVE GROUP does not regulate or control how that third party uses the Customer's personal information. The Customer should always ensure that it reads the Privacy Policy of any third party;
  - 3.11 **Retention Period:** BIG SAVE GROUP will retain the Customer's personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law;
  - 3.12 **Cross-Border Transfer For Customers:** The personal information from Customers may be stored and processed in any country where BIG SAVE GROUP have facilities or where the goods from its Customers originate, and by using the Website and Application, Customers consent to the transfer of information to countries outside of the Customer's country of residence, which have

different data protection rules than in the Customer's country;

- 3.13 **Children and Privacy:** The BIG SAVE GROUP Website does not offer information intended to attract children. BIG SAVE GROUP do not knowingly solicit personal information from children under the age of 14;
- 3.14 **Your right to access information:** The client and Customer have the right to request a copy of the personal information we hold about the client and/or Customer. To do so, simply email BIG SAVE GROUP on our contact details below and send a request to review the personal information or contact us at the numbers/addresses listed below and specify what information is required. BIG SAVE GROUP will take all reasonable steps to confirm the client and/or Customer's identity before providing details of its personal information. Please note that any such access request may be subject to a payment of a legally allowable fee;
- 3.15 **Correction of information:** The Customer and/or client has the right to ask BIG SAVE GROUP to update, correct or delete its personal information. The Customer and/or client may do this by contacting BIG SAVE GROUP at the numbers/addresses provided below. BIG SAVE GROUP will take all reasonable steps to confirm the Customer and/or client's identity before making changes to personal information we may hold about it;
- 3.16 **BIG SAVE GROUP's POPI contacts:** If the Customer and/or client have questions about this Policy, believe BIG SAVE GROUP has not adhered to it, need further information about our privacy practices, wish to give or withdraw consent, exercise preferences, access or correct personal information, please contact BIG SAVE GROUP at the following numbers/addresses:
- 3.16.1 Name and surname of contact person: Amo Makhabela;
- 3.16.2 Email: [hr-risk@bigsave.co.za](mailto:hr-risk@bigsave.co.za);
- 3.16.3 Website: [www.bigsave.co.za](http://www.bigsave.co.za)

#### **4. SECURITY**

- 4.1 BIG SAVE GROUP use reasonable organisational, technical and administrative measures to protect personal information under its control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure.
- 4.2 If Customers have reason to believe that the Customer's interaction with BIG SAVE GROUP is no longer secure (for example, if Customers feel that the security of any account Customers might have with BIG SAVE GROUP has been compromised), please immediately notify BIG SAVE GROUP of the problem by contacting BIG SAVE GROUP in accordance with the "Contact Us" section.

## **5. COOKIES**

- 5.1 This Website and Application makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a Website and Application can use (and which BIG SAVE GROUP may use) to recognize repeat Customers, facilitate the Customer’s on-going access to and use of a Website and Application and allow a Website and Application to track usage behavior and compile aggregate data that will allow the Website and Application operator to improve the functionality of the Website and Application and its content.
- 5.2 The type of information collected by cookies is not used to personally identify Customers. If Customers do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows Customers to deny or accept the cookie feature.
- 5.3 Please note that cookies may be necessary to provide Customers with certain features available on our Website and Application, and thus if Customers disable the cookies on the Customer’s browser Customers may not be able to use those features, and the Customer’s access to our Website and Application will therefore be limited. If Customers do not disable “cookies”, Customers are deemed to consent to our use of any personal information collected using those cookies.

## **6. CHANGES TO THE PRIVACY POLICY**

- 6.1 BIG SAVE GROUP may, in its sole discretion, change any of the terms and conditions of this Privacy Policy at any time. It is the Customer’s responsibility to regularly check the Privacy Policy and make sure that Customers are satisfied with the changes. Should a Customer not be satisfied, Customers must not place any further orders on, or in any other way use, the Website and Application.
- 6.2 Any such change will only apply to the Customer’s use of this Website and Application after the change is displayed on the Website and Application. If Customers use the Website and Application after such amended Privacy Policy, Customers will be deemed to have accepted such changes.

## **7. ELECTRONIC COMMUNICATIONS**

- 7.1 When Customers visit the Website and Application or send emails to BIG SAVE GROUP, Customers consent to receiving communications from BIG SAVE GROUP or any of our Customers electronically in accordance with our Privacy Policy.

## **8. DISCLAIMER**

- 8.1 The use of the Website and Application is entirely at the Customer's own risk and Customers assume full responsibility for any risk or loss resulting from use of the Website and Application or reliance on any information on the Website and Application.
- 8.2 Whilst BIG SAVE GROUP takes reasonable measures to ensure that the content of the Website and Application is accurate and complete, BIG SAVE GROUP makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website and Application or as to the accuracy, completeness or reliability of any information on the Website and Application. If any such representations or warranties are made by BIG SAVE GROUP's representatives, BIG SAVE GROUP will not be bound thereby.
- 8.3 BIG SAVE GROUP disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with the Customer's access to or use of the Website and Application and/or any content therein unless otherwise provided by law.
- 8.4 Although goods sold from the Website and Application by Customers may, under certain specifically defined circumstances, be under warranty, the Website and Application itself and all information provided on the Website and Application is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 8.5 Any views or statements made or expressed on the Website and Application are not necessarily the views of BIG SAVE GROUP, its directors, employees and/or agents.
- 8.6 In addition to the disclaimers contained elsewhere on the Website and Application or in this Privacy Policy, BIG SAVE GROUP also makes no warranty or representation, whether express or implied, that the information or files available on the Website and Application are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of the Customer's computer system, computer network, hardware or software in any way. The Customers accepts all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or the Customer's hardware or software, save where such risks arise due to the gross negligence or willful misconduct of BIG SAVE GROUP, its employees, agents or

authorised representatives. BIG SAVE GROUP thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with the Customer's access to or use of the Website and Application.

## **9. LIMITATION OF LIABILITY**

- 9.1 BIG SAVE GROUP cannot be held liable for any inaccurate information published on the Website and Application and/or any incorrect prices displayed on the Website and Application, save where such liability arises from the gross negligence or willful misconduct of BIG SAVE GROUP, its employees, agents or authorised representatives. Customers are encouraged to contact BIG SAVE GROUP to report any possible malfunctions or errors by way of email.
- 9.2 BIG SAVE GROUP WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE AND APPLICATION OR THE CONTENT CONTAINED IN THE WEBSITE AND APPLICATION; OR YOUR INABILITY TO USE THE WEBSITE AND APPLICATION, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND APPLICATION AND/OR ANY LINKED THIRD PARTY WEBSITE AND APPLICATION.
- 9.3 YOU HEREBY INDEMNIFY BIG SAVE GROUP AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND APPLICATION AND/OR ANY LINKED THIRD PARTY WEBSITE AND APPLICATION.

## **10. AVAILABILITY AND TERMINATION**

- 10.1 BIG SAVE GROUP will use reasonable endeavors to maintain the availability of the Website and Application, except during scheduled maintenance periods, and are entitled to discontinue providing the Website and Application or any part thereof with or without notice to Customers.
- 10.2 BIG SAVE GROUP may in its sole discretion terminate, suspend and modify this Website and Application, with or without notice to Customers. You agree that BIG SAVE GROUP will not be liable to Customers in the event that it chooses to suspend, modify or terminate this Website and Application other than for processing any orders made by Customers prior to such time, to the extent possible.
- 10.3 If Customers fail to comply with the Customer's obligations under this Privacy Policy, including any incident involving payment of the price of an order for any goods from other Customers, this may (in our sole discretion with or without notice to Customers) lead to a suspension and/or termination of the Customer's access to the Website and Application without any prejudice to

any claims for damages or otherwise that BIG SAVE GROUP or the other Customer may have against Customers.

- 10.4 BIG SAVE GROUP is entitled, for purposes of preventing suspected fraud and/or where it suspects that Customers are abusing the Website and Application and/or have created multiple Customer profiles to take advantage, to blacklist Customers on its database (including suspending or terminating the Customer's access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between Customers and BIG SAVE GROUP, in whole or in part, on notice to Customers and accepts no liability which may arise as a result of such blacklisting and/or refusal to process any order for the BIG SAVE GROUP services or through a Customer.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Privacy Policy and our relationship and/or any dispute arising from or in connection with the Privacy Policy will be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 Your continued use of the Website and Application will constitute the Customer's consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the Privacy Policy.
- 11.3 In the event of any dispute arising between Customers and BIG SAVE GROUP, Customers hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 11.4 Nothing in this clause or the Privacy Policy limits the Customer's right to approach any court, tribunal or forum of competent jurisdiction in terms of the POPI or CPA.

## **12. NOTICES**

- 12.1 BIG SAVE GROUP hereby selects 313 Zasm Street, Waltloo, Pretoria as its address for the service of all formal notices and legal processes in connection with the Privacy Policy ("legal address"). BIG SAVE GROUP may change this address from time to time by updating the Privacy Policy.
- 12.2 You hereby select the physical address specified with the Customer's invoice as the Customer's legal address, but Customers may change it to any other physical address by giving BIG SAVE GROUP not less than 7 days' notice in writing.
- 12.3 Notices must be sent either by hand, prepaid registered post, telefax or email. All notices sent

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- 12.3.1 by hand will be deemed to have been received on the date of delivery;
- 12.3.2 by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
- 12.3.3 by telefax or email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax or email. All telefaxes or emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day.

### **13. GENERAL**

- 13.1 Any failure on the part of Customers or BIG SAVE GROUP to enforce any right in terms hereof will not constitute a waiver of that right.
- 13.2 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 13.3 No indulgence, extension of time, relaxation or latitude which any party (the “grantor”) may show grant or allow to the other (the “grantee”) will constitute a waiver by the grantor of any of the grantor’s rights and the grantor will not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 13.4 No other warranty or undertaking is valid, unless contained in this document between the parties.