

TERMS AND CONDITIONS

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY.

Introduction and Agreement

This website ("Site") is owned by Bullseye Trading CC ("the Company" / "us" / "we") - (Registration number: 1998/038904/23), Trading as Bullseye Promotions, a closed corporation with limited liability duly incorporated in the Republic of South Africa. The Site incorporates the Bullseye Promotions Online Site and, except where the context otherwise indicates, references to "the Site" include the Bullseye Promotions Online Site. The Site promotes the sale of the Company's products as well as other products (collectively "the Products").

By shopping or browsing on this Site, you:

Represent and warrant that you have read and understood these terms and conditions as well as the policies displayed on this Site; and Agree to be bound by these terms and conditions as well as the policies (collectively "the Agreement").

PLEASE DO NOT USE THIS SITE IF YOU DO NOT ACCEPT, AND AGREE TO BE BOUND BY, THIS AGREEMENT.

Product Pricing and Availability

The Products displayed on this Site are subject to availability. The Company reserves the right, without prior notice, to discontinue or change pricing or specifications on Products and services offered on this Site without incurring any liability whatsoever.

Colours

We have made every effort to display as accurately as possible the colours of the Products that appear on the Site. As the actual colours you see will depend on your computer's monitor we cannot guarantee, however, that your monitor's display of any colour will be accurate.

Intellectual Property

All intellectual property rights, including copyright, in all materials, including trademarks, logos, photographs, images, text and other graphics which form part of the Site are owned by the Company alternatively the Company is the lawful user thereof. Such rights are protected by both South African and international intellectual property laws. All data and information communicated to or from the Site and/or any Site information as well as the database is the sole property of the Company.

The Company grants you permission to view, electronically copy and print portions of the Site for the sole purpose of placing an order with the Company for any of the Products.

Any use of materials on the Site other than for the purpose noted above including, without limitation, the unauthorised submission, removal, modification, dissemination, copying or distribution of copyrighted or other proprietary content, without the prior written consent of the Company and/or the lawful trademark and/or copyright owner (if applicable), is prohibited and constitutes an unlawful infringement of the intellectual property rights of the Company and/or such trademark and/or copyright owner.

Trademarks

All logo's as well as the Company logo and all other marks, logos and trade names appearing on this Site are trademarks of either the Company, its holding company or affiliates in the Republic of South Africa, or of third parties who have authorised the Company to display such trademarks on the Site. Nothing contained on this Site should be construed as granting, by implication or otherwise, any license or right to use any of the trademarks displayed on this Site without the express prior written consent of the Company. Your use of any of the trademarks displayed on the Site or in any of its contents is strictly prohibited. You may not copy, reproduce, publish, upload, post, transmit, distribute or modify any of the trademarks appearing on this Site. You further undertake not to infringe any right of the Company or trademark owners in respect of such trademarks. The use of the trademarks on any other website or networked computer environment is prohibited.

Unlawful use

You shall not use this Site to send or post any message or material that is unlawful, harassing, defamatory, abusive, threatening, obscene, sexually orientated, racially offensive, profane or which violates any applicable law and you hereby indemnify the Company against any loss, liability, damage or expense of whatever nature which the Company or any third party may suffer and which is caused by or attributable to, whether directly or indirectly, your use of the Site.

Links and Advertising

No person, business or other website may link to any page on this Site without the prior written permission of the Company.

External hyperlinks may be provided on the Site, but such links are beyond the Company's control. You shall not interpret the provision of such hyperlinks as constituting any relationship between the Company and any linked third party, nor as an endorsement by the Company of such third party. Hyperlinks provided on this Site to other websites are provided as is and the Company does not necessarily agree with, edit or sponsor the content of such websites. The use of, or reliance placed by you on any external links provided on the Site is entirely at your own risk.

Any advertising and other promotional material that may be displayed on the Site from time to time shall not be interpreted as constituting any relationship between the Company and any third party placing such advertising or promotional material on the Site, nor as an endorsement by the Company of such third party. Any use of, or reliance placed by you on such material is entirely at your own risk.

Disclaimers and Exclusions of Liability

You expressly agree that use of the Site is entirely at your own risk. The Site and its contents are provided on an 'as is' and 'as available' basis and has not been compiled to meet individual requirements. It is your responsibility to satisfy yourself, prior to entering into this Agreement, that the service available from and through this Site meets your requirements, and is compatible with the hardware and/or software used by you.

The Company makes no representations nor gives warranties of any kind, whether express or implied including, without limitation, with respect to the Site, its contents, the accuracy thereof or any warranties or representations regarding the effectiveness of any security or encryption facilities or with regard to the availability of Products and/or delivery arrangements and times.

The Company disclaims all representations and warranties including, but not limited to, warranties as to the availability, accuracy or content of information, Products or services, and warranties of merchantability or fitness for a particular purpose of information, goods or services.

The Company does not warrant that the functions provided by the Site will be uninterrupted or error free, or that the Site or the server that makes it available are free from viruses or other harmful components. Save as expressly set out herein, the Company shall under no circumstances whatsoever be liable to you, including without limitation, as a result of or in connection with the Company's negligent acts or omissions or those of their employees, agents, representatives, sub-contractors or other persons for whom in law they may be liable (in whose favour this constitutes a contract or undertaking for their benefit), for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused (and whether arising under contract, delict or otherwise), sustained by either you, the recipient of the Products or services or any other person arising from or as a result of any sale concluded in terms of this Agreement, the delivery, non-delivery, incorrect, erroneous or late delivery, the use or possession of the Products or services.

The Company, its directors, employees, sub-contractors, agents, representatives, affiliates and suppliers shall not be liable for any loss, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of or reliance upon the Site (including any information contained thereon) or the Internet. You hereby indemnify the Company from and against any loss or damage suffered or liability incurred including, without limitation, in respect of any claim or demand by any third party by reason of any act or omission on your part or that of any family member, agent or representative acting on your behalf in connection with transactions concluded on the Site and/or in terms of this Agreement and/or in relation to the receipt of Products or services supplied by the Company pursuant to any such order. Notwithstanding any other provisions contained herein, the Company's liability whether in contract or delict arising from any breach of any obligation in terms of this Agreement, negligence or otherwise shall not exceed at any time the value of the Product(s) in respect of which any such dispute or claim arises.

By accessing this Site you warrant and represent to the Company that you are legally entitled to purchase the Products and that all the details you have provided are true and complete. Information, ideas and opinions expressed on this Site should not be regarded as professional advice or the official opinion of the Company. You should consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Site.

Security

You agree and warrant that your user name and password shall be used for your personal use only and shall not be disclosed to any third party. You agree that the Company shall be entitled, at all times, to take all reasonable steps to ensure the integrity and security of the Site, including associated applications.

The content contained on the Site may be used by you for your own personal shopping and information purposes only. In using the Site you warrant that you shall not infect it with any computer programming (such as a virus) that may damage, interfere with, delay or intercept any data or information on the Site and you hereby indemnify the Company for any damage caused by any act attributable to you. Any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page shall be prosecuted.

General Terms

The Company may, in its sole discretion, suspend or terminate the operation of the Site at any time without prior notice to you and without the need to give you reasons for such termination or suspension. We may change the terms of this Agreement from time to time without notice to you. Any amendments will take effect immediately on posting of the amendments on the Site. You shall be deemed to have accepted any changed terms should you continue to use the Site.

If any provision of this Agreement is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining terms.

This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof. Any indulgence or extension of time granted by the Company to you shall not be construed as a waiver or variation of any of our rights or remedies.

At the option of the Company, any dispute arising out of the Agreement may be brought in any Magistrates' Court of competent jurisdiction notwithstanding that the amount in issue may exceed the jurisdiction of such court.

The Site is hosted and managed in the Republic of South Africa and this Agreement is accordingly governed by the laws of the Republic of South Africa.

Any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this Agreement, may be submitted to confidential arbitration in Durban, South Africa in terms of the expedited rules of the Arbitration Foundation of Southern Africa.

The Company chooses its domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notice, or other documents at 31 High Level Road, Green Point, Cape Town, 8005 and marked for the attention of the Director.

General Information

The Company's:

- Registration number is 1998/038904/23
- Directors details may be located here:
- Registered office address is 31 High Level Road, Green Point, Cape Town, 8005
- Website address is: www.bullseyeproducts.co.za
- Email address is: clinton@bullseyeproducts.co.za

Electronic Communication

When you use or visit this Site, or send electronic communications to the Site including, without limitation, e-mails or place orders for Products, you:

- consent to receiving communications from the Company electronically;
- agree that all notices, disclosures and other communications sent by the Company, including this Agreement, satisfies any legal requirements, including but not limited, to the requirement that such communications should be 'in writing';

- agree that the Company may use your information to contact you about promotions and special offers if you have indicated during registration that you would like to receive such information. You are entitled, at any stage, to opt out of this service. We shall not sell or rent information about you including, without limitation, your name, identity number, address, email address and contact telephone number ("personal information") to any third parties; and
- agree that the Company may disclose your personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as otherwise required by law, e.g. for accounting purposes.

BULLSEYE TRADING CC ONLINE SITE TERMS

To purchase Products from the Bullseye Promotions Online Site you must first register your personal information. Registration and/or use of the Bullseye Promotions Online Site constitutes acceptance of this Agreement by you, and shall accordingly apply as between the Company and yourself.

To buy Products on the Bullseye Promotions Online Site you must be over the age of 18 (eighteen) and be the holder of a valid credit card (e.g. a MasterCard or Visa card) ("Credit Card"). Or have access to electronic banking in order to make payment via EFT.

Online Registration

To register to buy Products you will be required to provide us with your personal information including payment details and your South African delivery address and contact information to enable us to verify who you are and deliver any products that you have bought.

You may be required to choose a user name and a password, or elect to checkout as a guest customer. Please keep your password secret. The Company accepts no liability for any damages suffered or losses incurred as a result of the misuse or loss of your password. In this regard you represent and warrant that your user name and password shall:

- be used for personal use only; and
- not be disclosed to any third party.

Security

The Company will endeavour to ensure that your personal information and/or Credit Card details are protected as they travel over the Internet. Given the current state of Internet technology however, there is no guaranteed secure transmission of data over the Internet. Therefore the Company cannot guarantee the absolute security of any information you transmit to us or which the Company transmits to you.

For further information please refer to the Security Policy.

Pricing

Subject to availability, the price you pay for Products will be the price shown on the Bullseye Promotions Online Site on the date that you pay for such Products.

Special promotions may be subject to certain conditions, including stock availability and limited offer stipulations. Time-based pricing is only available during the times and dates stipulated on the Site.

The price of each Product is the price displayed on the Bullseye Promotions Online Site. In the event of a Product being on special, this price will be displayed. All prices are quoted in South Africa Rand (ZAR) and exclude VAT at the rate of 15%, unless otherwise stipulated. Prices are only valid on the Site and not in Bullseye Promotions stores. Delivery costs are calculated taking into account the area of delivery as well as the weight and product dimensions of each Product being delivered, and are quoted separately.

Whilst all precautions are taken by the Company to provide the correct pricing on this Site, in the event that an error does occur, the Company will make every effort to contact you to cancel the purchase and provide a full refund for the original amount paid. As such the Company will not be obliged to provide you with the affected Product at such incorrect price.

Payment

Prior to delivery of the Products to you, the Company shall be entitled to debit the Credit Card supplied by you on acceptance of your order should you be paying with a Credit Card.

Should you pay for the Products via EFT the Products will only be delivered to you once your payment has cleared in the Company's bank account, and is reflected as a payment on the Company's bank statement within 3 working days of date of the placement of your order.

By submitting an order to buy Products you:

- represent and warrant that you are over the age of 18 (eighteen);
- represent and warrant that you are authorised to make payment with a Credit Card if you are paying via this mechanism;
- represent and warrant that there are sufficient funds available to pay for the order; and
- consent to us providing your personal information to our third party payment provider, which is necessary to enable us to perform our obligations in terms of this Agreement.

In order to protect our interests as well as yours, the Company may scrutinize transactions to prevent attempted fraud. A transaction may be refused if the Company is not satisfied that it is legitimate. No other method of payment, including by gift vouchers, will be accepted by the Company in respect of the purchase of Products on the Bullseye Promotions Online Site.

Stock Availability

The Company cannot always guarantee availability of stock. If we are unable to supply each and every Product ordered or in the quantities ordered, you nevertheless agree to accept delivery and make payment for the items correctly delivered. Stocks of all goods on offer are limited. The Company shall use its reasonable efforts to discontinue the offer as soon as stock is no longer available. Under no circumstances will the Company be liable to you for failing to supply Products ordered by you if the shortage of stock or capacity is due to circumstances beyond the Company's control. In such circumstances the Company will take reasonable steps to inform you of the shortage of stock or capacity as soon as it is practicable to do so.

Confirmation of Orders

Orders placed on the Bullseye Promotions Online Site constitute your offer to purchase Products subject to this Agreement. Your offer is deemed to have been accepted by the Company when payment is received from the issuing bank in the case of payment via Credit Card, or when your payment reflects on the Company's bank statement in the case of payment via EFT. Failure by the Company to formally confirm or notify acceptance shall not affect the validity of the sale or the enforceability thereof.

Risk and Ownership

Risk in the Products shall pass to you upon delivery of the Products at the delivery address chosen by you. Until payment is received in full for any goods sold, ownership in the Products shall remain with the Company and such Products shall be returned and/or surrendered to the Company following receipt of a default notice from the Company.

Agreement of Sale

An agreement of sale in respect of a Product between the Company and you only comes into effect if and when a Credit Card authorisation is received by the Company from the issuing bank or when the Company's bank statement reflects your payment via EFT, and the order has been invoiced. The Company reserves the right to:

- refuse to accept and/or execute an order without giving any reasons; and
- cancel orders in whole or in part in its sole and absolute discretion.

The Company shall only be liable to refund monies already paid by the user. A delivery fee will be charged each time Products are delivered to you.

Collections

We do not currently offer a collection option from Bullseye Promotions stores.

Cancellation

If you would like to cancel an order this may be done by emailing the Company on clinton@bullseyeproducts.co.za. You will be able to cancel an order up until the point a Branding Layout is approved. No penalty charges will be levied against cancelled orders prior to the abovementioned cut-off time. The Company will, however, be entitled to recover from you the direct cost of recovering the Products.

The Company will only accept a cancellation of an order in circumstances where the Products are unbranded and returned to the Company in their original condition together with the packaging within 10 (ten) days after delivery to you, and provided the Products have not been used or otherwise altered in any way whatsoever.

The Company shall be entitled to retain any payment already received from you in respect of delivery fees where a Product has already been delivered to you prior to your cancellation of the order, as set out above. You may return a Product, at your cost, to any Bullseye Promotions store provided you have the original invoice/proof of purchase.

If you cancel your payment for any reason or if your Credit Card should cease to be valid for whatever reason, you will nevertheless be bound to pay to the Company the full purchase price, including all costs incurred by the Company in respect of any Products already delivered to you, and which you have not returned to the Company as set out above.

Without prejudice to any other rights or remedies in law, the Company shall be entitled to cancel forthwith any sale and/or your registration if you should breach any of your obligations.

Replacement Products and Refunds

Should the Company supply the incorrect Product or if the Product supplied is damaged or faulty, the Company shall exchange the Product for a new one, provided that the damaged or incorrect unit is returned in its original packaging with all warranty cards, manuals and accessories within 10 (ten) days of the delivery of the Product to you. Cash refunds will not be given. The Company will replace any damaged or faulty Product or an incorrect Product with a new Product within a reasonable amount of time. In the case of refunds, any monies due to you will be paid back into the bank account from which payment was received from you.

Items with seals on them such as laptops, cell phones etc will not be accepted back if the seal is broken. This will be regarded as an used item.

Warranties

To the extent that the Products are altered contrary to the instructions, or after having been delivered to the delivery address stipulated by you the Products or property in which the Products are installed have been subjected to misuse or abuse, the Company and/or manufacturer of the Products will not be obliged to honour any warranties applicable to such Products. Warranties do not apply to ordinary wear and tear.