

TERMS OF USE

This mobisite / website ("website") is provided for your information and entertainment, and we hope you enjoy using it. Please browse the website and make use of its various features, but please be aware that your use of the website is subject to the following Terms of Use (defined below). If you do not agree to these Terms of Use, please do not use this website.

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1. Ownership and Operation

This website belongs to Unilever South Africa (Pty) Ltd ("**Unilever**", "we" and "our"), which is a member of the Unilever Group of companies. For more information on the Unilever Group of companies and their product brands, [click here](#).

2. Agreement to be bound by these Terms of Use

Your use of this website and any applications, software, data, products, competitions, prize draws, and any other services provided to you on, or from, or through the website by Unilever (collectively called the "**Services**"), is subject to the terms of a legal agreement between you and Unilever. In addition to the Terms of Use, the legal agreement is made up of the Privacy Policy (the "Privacy Policy"). To the extent of any conflict between the Terms of Use and the Privacy Policy, the Terms of Use shall prevail.

3. Continuing Agreement

You agree that we may change or revise these Terms of Use from time to time by updating this posting, and that such changes or revision will take effect immediately upon our posting, so please visit this area each time you visit the website to keep up to date with the current Terms of Use. Your use of the website reaffirms your continuing agreement to the then-current Terms of Use.

4. Eligibility and Access

You may not use the website and may not accept the Terms of Use if (a) you are under 18 years of age, or (b) you are barred or otherwise legally prohibited from using or accessing the website under the laws of the country in which you are resident. If you are under 18, you should review these Terms of Use with your parent or guardian to make sure that you both understand them.

Access to certain parts of the website and/or specific Services may be limited to (i) users aged 18 and over; and/or (ii) registered users (e.g. casting votes on video content). See the section entitled **Registration** below. In each case, we will clearly identify those parts of the website or those Services where access is limited and the applicable terms of use.

Access to the website is permitted on a temporary basis, and Unilever reserves the right in its sole discretion to modify or discontinue the website or specific portions of it without notice to you. We will not be liable if for any reason our site is unavailable at any time or for any period.

Subject to applicable law, we reserve the right to suspend or terminate access to the website and/or the Services without notice for failure to comply with the Terms of Use or the Privacy Policy, for infringing copyright or any other intellectual property right, or for any other reason (including repeat minor offences). The decision to terminate an individual's access to the website or the Services shall be final and binding.

5. Registration

If you are invited to register, Unilever will ask you to provide information which is personal to you, such as your name, address, email address, mobile telephone number, date of birth and/or gender.

As part of the registration process, you may be asked to select a username and password. You will be responsible for all activities occurring under your username and for keeping your password secure. If you become aware of any breach of security or unauthorised use of your username or password, you must notify Unilever immediately by sending at the following address:

15 Nollsworth Crescent, Nollsworth Park, La Lucia Ridge Office Estate, 4051, Attention: IT Dept.

You agree to provide accurate and complete information when registering and using the website and the Services, and you agree to keep your information up to date. You agree that Unilever may store and use your information for the purposes envisaged under these Terms of Use.

6. Privacy

Unilever takes your privacy very seriously and will use and protect any personal information you provide on this website in accordance with our [Privacy Policy](#).

7. User Submissions

Certain portions of the website may invite or enable you to post, upload, embed, display or otherwise communicate text, messages, photos, videos, sound recordings, music (including lyrics), graphics, drawings, suggestions, ideas (including product and advertising ideas), your and/or other persons' names, likenesses, voices, usernames, performances and other information, materials or content owned or created by you (collectively, "**User Submissions**").

UNILEVER WILL CONSIDER USER SUBMISSIONS AS NON-CONFIDENTIAL AND NON-PROPRIETARY AND SHALL BE UNDER NO OBLIGATION TO MAINTAIN THE CONFIDENTIALITY OF ANY INFORMATION CONTAINED IN YOUR USER SUBMISSION.

If you wish to submit information that is the subject of an issued patent or a published pending patent application, then please go to the Innovation section of the Unilever website (<http://www.unilever.com/innovation/collaborating/workingwithus/index.aspx>). This is the appropriate forum for technical product and technology ideas relating to our products and brands. If your User Submission is the subject of a pending or issued patent, you must disclose this fact to Unilever.

You warrant and represent that you have (and will continue to have during your use of the website) all necessary rights, licenses, consents and permissions which are required to enable Unilever, Unilever Group companies and/or content providers to use your User Submissions for the purposes envisaged by the website and these Terms of Use.

You further warrant and represent that you have the consent, release, and/or permission of each and every identifiable individual in your User Submissions to use his or her name, username or likeness in the manner contemplated by the website and the Products, Services or other materials on or available from the website.

In connection with User Submissions, you agree and warrant that:

- (i) you will not submit any User Submission that is subject to any right of a third party including, without limitation:
 - a. copyright, patent, trade mark, trade secret, or other proprietary or contractual right;
 - b. right of privacy or publicity; or
 - c. confidential information

unless you are the owner of such rights or have permission from the rightful owner(s) to submit the User Submission and to grant the rights herein;

- (ii) neither the User Submissions, nor the use of the User Submissions as permitted in these Terms of Use, will infringe upon or violate the rights of any person or entity or any applicable laws;
- (iii) you will not submit User Submissions that are unlawful for you to possess in the country in which you are resident, or which it would be unlawful for Unilever to use or possess in connection with the provision of the website or the Services; and
- (iv) you will not submit a User Submission that:
 - a. is illegal or encourages or condones illegal acts or the discussion of illegal acts with the intent to commit them, including drug dealing, drug abuse, child pornography, physical or sexual assault, stalking, theft, fraud or conspiracy to commit a criminal act;
 - b. is defamatory, threatening, abusive, harassing or an invasion of privacy;
 - c. is discriminatory or prejudicial based upon race, colour, religion, gender, sexual orientation, age, disability or otherwise;
 - d. is obscene, pornographic or otherwise sexually explicit;
 - e. is dangerous, irresponsible or antisocial or encourages or condones dangerous, irresponsible or antisocial behaviour;

- f. contains a virus, spyware or other harmful component, or otherwise impairs, interrupts or damages the website, the Services or any connected network, or otherwise interferes with a person's use or enjoyment of the same; or
 - g. contains any advertisement, solicitation, chain letter, pyramid scheme, investment opportunity or other unsolicited commercial communication.
- (v) Unilever has no obligation to use your User Submission in any way and Unilever shall not be obliged to give reasons for rejecting your User Submission or to identify Unilever activities that relate to your User Submission in any way;
 - (vi) Unilever has no obligation to compensate you for any use of your User Submission as envisaged by the website and these Terms of Use; and
 - (vii) Unilever may use your name to attribute your User Submission to you (although we shall not be obliged to do so).

You understand and agree that you are solely responsible for your own User Submissions and the consequences of your posting or publishing them.

In addition, you understand and agree that when using the website, you may be exposed to User Submissions posted and/or submitted by other users. Unilever is not in any manner responsible for User Submissions, and Unilever does not guarantee the accuracy, integrity, quality or intellectual property rights of, or relating to, such User Submissions. In addition, Unilever cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable User Submissions will not appear on the website.

Without limiting the generality of the foregoing, you acknowledge and agree that the information, materials and opinions expressed or included in any User Submissions are not necessarily those of Unilever or its affiliated or related entities or content providers and Unilever expressly disclaims any and all liability in connection with any User Submission. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Unilever with respect to any User Submissions.

By uploading User Submissions you understand that they may be available to the public and you agree not to assert in any part of the world any claim for invasion of privacy, breach of your rights under the Electronic Communications and Transactions Act No. 25 of 2002, the common law or any other law in the Republic of South Africa or appropriation of your right of publicity arising from or out of Unilever's use of your User Submissions in accordance with these Terms of Use.

8. Removal of User Submissions

Without prejudice to our other rights under these Terms of Use or at law, Unilever reserves the right in its absolute discretion and without prior notice to refuse to post, exclude or remove any User Submission from the website that violates the Terms of Use and/or the Privacy Policy.

9. Identifying Users and Disclosing User Submissions to Third Parties

Unilever will fully cooperate with any law enforcement authorities, court order or subpoena requesting or directing Unilever to disclose the identity of anyone posting User Submissions. To the extent we can do so by law, we reserve the right to identify any user to third parties and/or disclose any User Submission or personal data to any third party claiming that a User Submission infringes their intellectual property rights or their right to privacy. We may also disclose such information if we believe in good faith that such disclosure is reasonably necessary to protect the rights, property, or personal safety of Unilever, its customers or the public.

10. Moderation

Although Unilever is under no obligation to review or monitor User Submissions, Unilever reserves the absolute right to do so in its sole discretion. In addition, Unilever reserves the right at all times to alter, edit, refuse to post or remove any User Submissions from the website, in whole or in part, for any reason or for no reason and without prior notice. You agree that Unilever does not have any obligation to use or respond to any User Submission.

11. Ownership and Use of Website Materials, Products and Services

With the exception of User Submissions, Unilever owns the intellectual property rights for all of the materials on the website or has a valid right from a third party to use materials on the website. Unilever also owns or has a valid right to use all trade marks, service marks, graphics and logos used on this website. Unless expressly stated, no part of the website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright, trade mark and other proprietary notices on the materials. Any modification of the materials or use of the materials for any other purpose is a violation of Unilever's intellectual property rights and proprietary rights. The use of any such material(s) on any other website or computer network without Unilever's written consent is strictly prohibited. Your use of the trade marks, service marks, graphics and logos on this website in any manner other than as authorized in these Terms of Use, or as authorised in writing by Unilever, is strictly prohibited.

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12. Ownership of User Submissions

You shall retain all of your ownership rights in your User Submissions, but you are required to grant limited rights to Unilever and other users of the website.

In return for using the website and the Services, you grant Unilever a non-exclusive, irrevocable, worldwide, transferable licence (with full right to sub-licence) to use your User Submissions for any purpose whatsoever (to the extent permitted by law) in perpetuity and free of charge. The licence shall include, without limitation, the right to reproduce, copy, edit, adapt, make derivative works, combine with other works, make available, synchronise, display, publicly perform, transmit, broadcast, publish, distribute, sub-licence and delete your User Submissions. Without prejudice to the foregoing, if you hold a patent in your User Submission, Unilever acknowledges that these Terms of Use shall not grant Unilever any licence under any such patent.

You acknowledge and agree that if Unilever edits, modifies or makes a derivative work from your User Submission, or combines your User Submission with other works, any rights in such modifications or derivative works shall be owned exclusively by Unilever.

If your User Submission includes an idea or suggestion, you acknowledge that Unilever, a Unilever Group company or a third party acting on its/their behalf may have previously worked on or may be working on the same or a similar idea. By submitting your idea, you agree that we may continue to develop the idea (or a similar idea) independently of, and without acknowledging, your idea.

You hereby irrevocably and unconditionally release and forever discharge Unilever and Unilever Group companies from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent, and of any nature whatsoever, which you may have or may in the future have against Unilever and/or any Unilever Group company with respect to your User Submission, including how Unilever and/or Unilever Group companies use your User Submission.

13. Licence to Other Users of the Website

You also grant to each user of the website, a non-exclusive, worldwide licence to access your User Submissions through the website free of charge, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions to the extent permitted by the functionality of the website and as envisaged by these Terms of Use.

14. Consents

You grant Unilever all consents required pursuant to the Copyright Act 98 of 1978, the Patents Act 57 of 1978, and all other laws now or in future in force in any part of the world, which may be required for the use by Unilever, Unilever Group companies and/or content providers of your User Submissions in accordance with these Terms of Use.

You waive all moral rights to which you may be entitled under any legislation now existing or in future enacted in any part of the world relating to your User Submissions.

15. Geographic Scope of the Website

Unilever controls and operates this website from South Africa. Unless otherwise specified on or by this website, this website is intended to promote only those Unilever products that are sold by Unilever in South Africa, and Unilever makes no representation that materials in this website or the Products described thereby are appropriate or available for use in other locations. All visitors to this website are responsible for compliance with all local laws applicable to them with respect to the content and operation of this website. You agree not to link to this website from a website not operated by Unilever, unless you have obtained Unilever's prior written consent.

16. Links to Other Websites

For your convenience and enjoyment, this website may provide links to other websites on the world wide web that are not operated by Unilever. Unilever has no control over these websites and is not responsible for their availability. Unilever does not endorse, approve or sponsor, nor is Unilever responsible or liable for, any information or content available at the linked sites or any products, or other materials on or available from such sites. Unilever is not responsible for webcasting or any other form of transmission received from any linked site. In addition, Unilever is not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of such content, information, products, goods or services available on or through any such linked websites.

17. Contents of the Website Disclaimer

The material on the website (including any graphics, software, digital content, recommendations or other materials) and any material made available through the website is provided "as is" and without conditions or warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Unilever disclaims all conditions and warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Unilever does not warrant or make any representations regarding the use or the results of the use of the material on the website in terms of its correctness,

accuracy, reliability, or otherwise. The material on this website could include technical inaccuracies or typographical errors and could be inaccurate or become inaccurate as a result of developments occurring after their respective dates. Unilever undertakes no obligation to verify or maintain the currency of such information.

18. Operation of the Website Disclaimer

Unilever endeavours to maintain this website and its operation, but is not, and cannot be, responsible for the results of any defects that may exist in the website or its operation. As to the operation of the website, Unilever expressly disclaims all conditions and warranties of any kind, whether express or implied, including, but not limited to all implied warranties of merchantability or fitness for a particular purpose, title and non-infringement. Unilever makes no warranty that (i) the operation of the website will meet the user's requirements; (ii) access to the website will be uninterrupted, timely, secure, free of viruses, worms, trojan horses or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the website will be accurate or reliable; or (iv) defects will be corrected. You (and not Unilever) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, harmful components, errors or any other problems whatsoever you may have as a result of visiting this website.

19. Limitation of Liability

To the extent required by applicable law, we do not limit in any way our liability for death or for personal injury caused by our negligence or for fraudulent misrepresentation or concealment or for any other liability which cannot be excluded or limited by applicable law.

Subject to applicable law, under no circumstances shall Unilever, Unilever Group companies, our licensors or licensees, be liable to you or any other person or entity for any direct, indirect, special, incidental, consequential, punitive or other damages, including lost profits, personal injury (including death) and property damage, that may result from (a) the use of, or the inability to use, the website or any material on the website, (b) the conduct of any user of the website, whether in contract, delict (including negligence) or otherwise. Unilever shall not be liable even if Unilever or an authorized representative of Unilever has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, trojan horse or other harmful component.

Unilever assumes no responsibility or liability arising from the content of any User Submission or for any libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, illegality, infringement of intellectual property rights, error or inaccuracy contained in any User Submissions.

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall Unilever's total liability to you for damages, losses, and causes of action whether in contract, delict (including, negligence) or otherwise exceed the amount paid by you, if any, for accessing the website.

20. Indemnification

You hereby agree to defend, indemnify and hold Unilever, Unilever Group companies and each of their respective agents, licensees, successors and assigns, harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including reasonable legal fees, relating to or arising out of your use of the website, any use of your User Submissions as permitted in these Terms of Use, and/or any breach or alleged breach of any of your warranties, representations or agreements hereunder.

21. Termination

The Terms of Use and the Privacy Policy are and shall remain effective until terminated. You may terminate these Terms of Use by ceasing to use the website and destroying any and all material obtained by you from the website. We may immediately terminate the Terms of Use and the Privacy Policy, including your access to the website, if you breach or fail to comply with any material term or provision of the Terms of Use. Upon termination, you must discontinue use of the website and destroy any and all material obtained by you from the website.

22. Availability of Help

This website may provide a Help file or other instructions for the use of this site. However, you understand that Unilever is under no obligation to provide any support for the use of the website.

23. Applicable Law and Jurisdiction

These Terms of Use and any disputes arising under or related to these Terms of Use (whether in contract, delict (including negligence), statute or otherwise) will be governed by the laws of the Republic of South Africa , without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of these Terms of Use (whether in contract, delict (including negligence), statute or otherwise) will be brought exclusively in the South African courts , and you hereby accept and submit to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of these Terms of Use.

24. Severability

If any provision of these Terms of Use shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

25. No Waiver

No failure on the part of Unilever to enforce any part of these Terms of Use shall constitute a waiver of any of Unilever's rights under these Terms of Use whether for past or future actions on the part of any person. Neither the receipt of any funds by Unilever nor the reliance of any person on Unilever's actions shall be deemed to constitute a waiver of any part of these Terms of Use. Only a specific, written waiver signed by an authorized representative of Unilever shall have any legal effect whatsoever.

26. No Legal Effect

The paragraph titles in these Terms of Use are for convenience only and have no legal or contractual effect.

To return to the site you were visiting, press the back button on your browser.

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UNILEVER GROUP COMPANIES

The Unilever Group means Unilever PLC, Unilever NV and any company in which either or both together directly owns or controls the voting rights attaching to not less than 50% of the issued share capital, or controls directly or indirectly the appointment of a majority of the board of management, and references to a member of the Unilever Group or a Unilever Group company shall be construed accordingly.

OUR PRODUCTS

Unilever is one of the world's largest consumer products companies, marketing a wide range of foods, home and personal care products. Our purpose is to meet the everyday needs of people everywhere. Unilever's major products in South Africa are listed below. The brand names in the list are the trademarks of Unilever or its affiliates.

- Close Up
- Mentadent P
- Pepsodent
- Ola
- Glen
- Joko
- Lipton
- Flora
- Rama
- Stork
- Knorr
- Aromat
- Knorrox
- Rajah
- Robertsons
- Hellmann's
- Mrs H.S. Balls
- Axe
- Brut
- Impulse
- Shield
- Radox
- Ponds
- Lux
- Dawn
- Vaseline
- Fissan
- Dove
- Lifebuoy
- Motions
- Organics
- Clear
- Sunsilk
- TRESemmé
- VO5
- Domestos
- Handy Andy
- Omo
- Skip
- Sunlight
- Surf
- Comfort