

1. OWNERSHIP

1.1 CIAK.co.za is a division of NeoGroup.
NeoGroup (CC) Reg nr: 2006/022131/23

1.2 Users of Ciak.co.za are bound by the [NeoGroup terms and conditions](#).

2. COPYRIGHT

2.1 Copyright 2006-2007 © NeoGroup, 30 Ave de Longueville, 8005, Cape Town, South Africa.

All rights not expressly granted are reserved. To obtain permissions for the commercial use of any content on this site

contact The General Manager at; +27 21 434 80 64 or [e-mail us](#).

2.2 Users may download, view and print content from this site for private and non-commercial purposes only.

2.3 All moral rights of Ciak and its employees/agents are reserved.



3. INTELLECTUAL PROPERTY RIGHTS

3.1 All the content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to NeoGroup and as such are protected from infringement by local and international legislation and treaties.

4. ELECTRONIC COMMUNICATIONS

4.1 When a user visits Ciak .co.za or sends e-mails to NeoGroup, that user consents to receiving communications from Ciak.co.za or NeoGroup electronically and agrees that all agreements, notices, disclosures and other communications sent by Ciak satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".



5. HYPERLINKS

5.1 No person, business or web site may link to any page on this site without the prior written permission of NeoGroup. Such permission could be obtained from the person referred to in clause 1 hereof. This clause does not apply to parties that have entered into e-trader agreements with NeoGroup.

6. FRAMING

6.1 No person, business or web site may frame this site or any of the pages on this site in any way whatsoever.

7. SPIDERS AND CRAWLERS

7.1 No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of NeoGroup. Such permission could be obtained from the person referred to in clause 1 hereof.

8. DISCLAIMER

8.1 Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither Ciak, NeoGroup nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content

provided from and through this web site. Furthermore, NeoGroup makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to the person referred to in clause 1.

8.2 This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Ciak.co.za / NeoGroup that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

8.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of NeoGroup and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

8.4 All items purchased from Ciak.co.za are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Ciak.co.za to such agents upon delivery of any item to such carrier.

8.5 Neither Ciak.co.za/ or NeoGroup nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.



9. COSTS

9.1 Prices:

9.1.1 The price of each product is displayed with the product. In the event of a sale or special offer, the discounted price is displayed.

9.2 Shipping Costs:

9.2.1 The cost of shipping within the borders of South Africa is determined as follows:

9.2.1.1 if the value of the goods in the order is more than R350.00 after promotional vouchers, and the items weigh less than 10Kg, there is no shipping charge.

9.2.1.2 if the value of the goods in the order is less than R350,00 and the items weigh less than 10Kg, the cost is R29. For orders heavier than 10Kg, the rules set out in 9.2.1.3

9.2.1.3 if the items in the order weigh more than 10Kg but less than 19.9Kg, the shipping charge is R65,00 per order.

9.2.2 International deliveries. The cost of delivery outside the borders of South Africa is as follows: Namibia - R 99; African countries (excl Namibia) - R 199; ; Other International deliveries – on request.

9.3 Value Added Tax:

9.3.1 Value added tax at the rate of 14% is charged on goods bought by South African residents.

9.3.2 VAT is not payable on orders if both the billing and the shipping address are international.

9.4 Import Duties:

9.4.1 Import duties may be payable by recipients of goods in foreign countries. Neo Group or Ciak.co.za does not know what levies may be payable and cannot calculate or estimate such costs.



10. DELIVERIES

10.1 Inside the borders of South Africa

10.1.1 All items of the Ciak.co.za site have an delivery time of see 10.1.1.1 if in stock:

10.1.1.1 - usually three to five business days when in stock

10.1.1.2 **Important: if items with different delivery times are ordered together, the item with the longest delivery time will determine the delivery time of all the items in the order.**

10.2 Outside the borders of South Africa

10.2.1 Goods to the following international destinations are sent as follows: Namibia and African countries - Delivery to the post office only; All other international (incl United Kingdom; excl Africa) - via airmail parcel post.

10.2.2 Delivery usually takes place within two or three weeks after dispatch - however, seasonal peaks and delays at customs etc is outside the control of NeoGroup / Ciak.co.za and deliveries may take up to twelve weeks.

10.2.3 It is possible to courier goods to international addresses (incl United Kingdom; excl Africa). The costs are determined on an ad hoc basis. Note that such costs are normally very high.

10.3 Delays and cancellations

10.3.1 NeoGroup / Ciak.co.za makes every effort to assure that the information supplied on the site is accurate. Where delays and out of stock situations occur, every effort will be made to inform the buyer.



11. PAYMENT METHOD

11.1 Bank deposit payments.

11.2. If the buyer selects pays into NeoGroup's account, instructions will be given on how to deposit monies I into the NeoGroup bank account and would it be subject to the following rules:

11.2.1.1 the exact amount must be paid

11.2.1.2 the payment must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer.

11.2.1.3 no transfers must be made from ATM's

11.2.1.4 cheque deposits are subject to a clearing period.

11.2.1.5 no bank deposits are accepted from outside the borders of South Africa.

11.2.1.6 unpaid bank deposit orders are cancelled after five business days.



12. AGREEMENTS OF SALE

12.1 **Placing an item in a shopping basket or adding it to a wishlist without completing the purchase cycle does not:**

12.1.1 constitute an agreement of sale between NeoGroup / Ciak.co.za and users cannot holdNeoGroup / Ciak.co.za liable if such items are not available when the purchase cycle is completed later; and/or

- 12.1.2 constitute an order for such an item; and
- 12.1.3 NeoGroup may remove such an item from the shopping basket or wishlist if no stock is available.

12.2 An agreement of sale between NeoGroup / Ciak.co.za and a user only comes into effect if and when:

- 12.2.1 a deposit of an electronic transfer is reflected on NeoGroups bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle); or
- 12.2.2 a direct deposit is reflected on NeoGroups bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle).

12.3 NeoGroup / Ciak.co.za reserves the right to refuse to accept and/or execute an order without giving any reasons. NeoGroup also reserves the right to cancel orders in whole or in part as circumstances dictate. Kalahari shall only be liable to refund monies already paid by the user.

12.4 NeoGroup shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, NeoGroup / Ciak.co.za will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.

13. STOCK AVAILABILITY

13.1 Stocks of all goods on offer are limited. NeoGroup shall take all reasonable efforts to discontinue the offer as soon as stock is no longer available. However, should items still be offered after stocks are sold, NeoGroup / Ciak.co.za shall only be liable to refund monies where it is unable to fulfil orders at advertised prices.

14. SPECIAL OFFERS

14.1 NeoGroup shall not be liable for the sale of items at lower prices if such prices were increased and users and/or purchasers could not, for any reason whatsoever, conclude an agreement of sale while such prices remained low.

14.2 If Ciak.co.za supplies the wrong product or if the product is in any way faulty or damaged, ciak.co.za will exchange it for the correct one. However, if the product is no longer being offered at the special price, it will not be replaced and Ciak.co.za will refund the purchase price including delivery costs.



15. GUARANTEE

15.1. If NeoGroup / Ciak.co.za supply the wrong product or if the product is in any way damaged or faulty as a result of a manufacturing defect, NeoGroup / Ciak.co.za must be notified within 14 days of invoice. Ciak.co.za will exchange it for the correct one upon receipt of the returned product. NeoGroup / Ciak.co.za will make a reasonable effort to exchange the product, but if replacement is not possible, NeoGroup / Ciak.co.za will refund the purchase price including delivery cost upon receipt of the returned product.

Please note: goods are not guaranteed against faults resulting from normal wear and tear.

15.1.2 Special offers: If Ciak.co.za supplies the wrong product or if the product is in any way faulty or damaged, Ciak.co.za will exchange it for the correct one upon receipt of the returned product. However, if the product is no longer being offered at the special price, it will not be replaced and we will refund the buyer's purchase price including delivery costs upon receipt thereof

15.1.3 If the user is not satisfied with his/her choice and the product is still in mint condition, the user must return it within 14 days of receipt by the customer and Ciak.co.za will refund the purchase price (excluding delivery costs) upon receipt of the returned product. No bill/ item costing more than R500 will be accepted as a return under this provision.

15.1.4 Note that once opened, the following types of goods will not be accepted for a refund and will only be replaced with another copy of the same product: all Ciak products



16. GOVERNING LAW

16.1 This site is hosted, controlled and operated from the Republic of South Africa and therefor governed by South African law.

17. PRIVACY

17.1 Ciak.co.za / NeoGroup shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:

<http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>

16.2 **CIAK.co.za / NeoGroup may electronically collect, store and use the following personal information of Users:**

- 16.2.1 name and surname;
- 16.2.2 birth date;
- 16.2.3 gender;
- 16.2.4 country of residence;
- 16.2.5 closest city;
- 16.2.6 non-personal browsing habits and click patterns;
- 16.2.7 e-mail address;
- 16.2.8 IP address; and
- 16.2.9 ID number / passport number.



16.3 **Ciak.co.za collects, stores and uses the abovementioned information for the following purposes:**

- 16.3.1 to greet the User when he/she accesses the Ciak.co.za web site;
- 16.3.2 subject to the User's consent, inform the User of facts relating to his/her access and use of the Ciak.co.za website;
- 16.3.3 subject to the User's consent, inform the User about competitions and special offers from Ciak.co.za and/or its partners / affiliates;
- 16.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Ciak.co.za web site.
- 16.3.5 to verify the identity of the User when transacting with Ciak.co.za
- 16.3.6 to ensure that the goods are received by the addressee

16.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

16.5 The User may elect not to receive any communications from Ciak.co.za and/or its partners / affiliates.

16.6 Ciak.co. zamay collect, maintain, save, compile and share any information collected from users, subject to the following provisions:

16.6.1 Ciak.co.za shall not disclose personal information from Users unless the User consents thereto;

16.6.2 Ciak.co.za shall disclose information without the User's consent only through due legal process; and

16.6.3 Ciak.co.za may compile, use and share any information that does not relate to any specific individual.

16.7 Ciak.co.za owns and retains all rights to non-personal statistical information collected and compiled by Ciak.co.za



17. SECURITY

17.1 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Ciak.co.za / NeoGroup suffers any damage or loss.

18. CHANGES TO AGREEMENT

18.1 NeoGroup may, in its sole discretion, change this agreement or any part thereof at any time without notice.

19. DISPUTES

19.1 In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of NeoGroup, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English. The arbitration rules may be downloaded from:

http://www.arbitration.co.za/Pages/docs/expedited_rules.pdf.

20. DOMICILIUM

20.1 NeoGroup / Ciak.co.za chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 30 Ave de Longueville, Fresnaye, South Africa.



21. TERM AND TERMINATION

21.1 This agreement shall commence when the user registers on the Ciak site and continues indefinitely until

terminated by NeoGroup / Ciak.co.za in terms of clause 21 hereto or for any other reason.

22. INFORMATION

22.1 On this website we provide information about our company generally and for purposes of the ECT Act.

The ECT Act states that when we offer goods or services by way of certain electronic transactions, we must make the

following information about us available to customers on websites where the goods or services are offered:

Full name: Ciak.co.za

Main business: Online retailer

Address for receipt of legal service: 30 Ave de Longueville, Fresnaye , Cape Town 8005

Office bearers: The list of office bearers can be found at: <http://www.naspers.co.za>

Webmaster: webmaster@neogroup.co.za

Website:<http://www.ciak.co.za>

Official email :info@ciak.co.za

PROATIA: The manual published in terms of section 51 of the Promotion of Access to Information Act [h](#)

A COPY OF THE ECT ACT MAY BE DOWNLOADED FROM:

<http://www.polity.org.za/pdf/ElectronicCommunications.pdf>

