

Terms & Conditions – SABC SPORT LIVE STREAM

TERMS AND CONDITIONS APPLICABLE TO THE SABC SPORT SERVICE
PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

Provisions that purport to-

- (a) limit our risk or liability in any way;
 - (b) constitute an assumption of risk or liability by you;
 - (c) impose an obligation on you to indemnify us for any cause; or
 - (d) be an acknowledgement of any fact by you,
- are recorded in bold red font similar to the font used in this clause.

1. Acceptance of these Terms and Conditions

By utilising the Service you accept and agree to be bound by these terms and conditions, which set out the basis upon which we provide the Service to you.

2. Definitions

'Access Period' means the limited time during which certain Content may be viewed by you after you have rented it from us, the details of which are provided on the Website;

'Service' means the service concluded between us and you on the terms and conditions contained herein;

'Content' means the videos, owned or controlled by us, as selected in our sole discretion and described on the Website from time to time;

'Device' means the device or devices that you can use to access the Service that have been approved by us in our sole discretion;

'ECT Act' means the Electronic Communications and Transactions Act 25 of 2002, as amended from time to time;

'Service' means the Live Stream service known as

“<http://www.sabcsportonline.co.za/>” provided by us to you whereby you select which Content you wish to view, which is then streamed over the internet directly to your Device;

'Territory' means the Republic of South Africa;

'SABC SPORT' means Smartcall Technology Solutions (Pty) Ltd t/a SABC SPORT ;

'we', 'our' and 'us' means SABC SPORT ;

'Website' means the website located at <http://www.sabcsportonline.co.za/> and

'you' and 'your' means you, the person that pays for or uses (or intends to use) the Service.

3. Limitations on Use of the Service

3.1 You must be at least 18 years old to use the Service, or, if you are not at least 18, you may use the Service only with the permission of your parent or guardian.

3.2 The Service is available for your private, non-commercial use in the Territory only. You may only access and use the Service via your Device(s) in the Territory. You may not sell or levy any charge for watching the Content or using any part of the Service or show any part of the Content in public to an audience, even if no charge is levied.

3.3 You must not access or use the Service for any improper or unlawful purpose or in any manner which infringes our rights.

3.4 To access and use the Service you must:

3.4.1 Ensure that your Device meets the minimum hardware, systems and software requirements, as set out on the Website and updated by us from time to time.

3.4.2 Ensure that you have access to either a suitable mobile or fixed broadband internet connection, as set out on the Website and updated by us from time to time.

3.4.3 Follow our reasonable instructions and requirements in relation to how you use the Service, as set out in these terms and on the Website and updated by us from time to time.

3.5 You may not download Content to your Device or transfer it to another Device.

3.6 The number of Devices on which you may access and use the Service and view the Content shall not be limited, but is contrary to change as determined by us in our sole discretion from time to time.

3.7 You must not copy, modify, reproduce, transfer, republish, post, broadcast or transmit the Content.

3.8 Content owners use Microsoft AES Encryption content access technology to protect their intellectual property, including copyright content. This service uses AES Encryption technology to protect certain content. If the AES Encryption technology fails to protect the content, content owners may require the service to restrict or prevent the delivery of protected content to specified devices or PC software applications. In certain cases, you may be required to upgrade the AES Encryption technology to continue to access the service's content. If you decline such an upgrade, you will not be able to access content that requires the upgrade.

4. Prices, Payment and Access Period

4.1 All of our Prices in relation to the Service are set out on the Website and may change from time to time.

4.2 Streaming of the service is made available for free but the end user will incur data costs.

4.3 You must view the Content prior to the end of the relevant Access Period. The Access Period will not be extended once the access period has expired.

4.4 Once the Access Period has expired the Content will be automatically deleted and removed from <http://www.sabc sportonline.co.za/> (s).

5. Broadband Requirements

5.1 The Service is provided to you via a mobile or fixed broadband internet connection. We will not be held liable if the Service is suspended, interrupted or not available to you due to broadband internet connection interruptions, slow connections or congestion.

5.2 You will be responsible for any charges, costs and/or fees levied by your mobile network operator and/or internet service provider in relation to the provision of the broadband internet connection necessary to access the Service.

5.3 You are alerted to the fact that the Service can be extremely data intensive and the charges for such data arising from the use of the Service can be substantial. It is your responsibility to check the data tariff applicable to you and make sure that you are familiar with the charges, costs and/or fees levied by your mobile network operator and/or internet service provider for such data.

6. Cancellation, Suspension or Restriction of the Service by Us

6.1 We can cancel this service at any time and for any reason. Except as otherwise specified in clause 7.5 below, if we cancel this service and:

6.2 You will have free access to Content for the remainder of the Access Period.

6.3 Some of the Content we provide is supplied by third parties. The availability of such Content is outside our control and we may be unable to make certain Content available via the Service or we may be unable to show Content on certain Devices. We shall use our reasonable efforts to notify you in advance (via the Website or otherwise) about the unavailability of certain programmes and Device restrictions.

6.4 We may immediately suspend or restrict your use of all or any part of the Service:

6.4.1 if you breach this Agreement;

6.4.2 for technical or operational reasons;

6.4.3 if we consider that you have committed or may be committing any fraudulent activity against us or against any other person through your use of the Service; or

6.4.4 if you act in a way towards our staff or agents which we consider to be inappropriate.

7. Limitation of Liability and Disclaimer of Warranties

7.1 Nothing in these terms limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.

7.2 To the fullest extent permitted in law, you understand, acknowledge and agree that the use of the Services is at your sole discretion and risk. We shall not be liable for any direct, indirect or consequential damages suffered by you, whether arising from the Services or otherwise.

7.3 Without derogating from the generality of clause 7.2 above and to the fullest extent permitted by law, we will not be liable under this agreement for:

7.3.1 any use of the Service that we do not authorise;

7.3.2 varying, suspending, restricting or ending the Service in accordance with

clause 7.3.3 any delay or failure by us to provide the Service (or any part of it) caused by events outside our reasonable control including, but not limited to, slow internet connectivity, internet congestion, weather conditions, civil disorder, terrorist activity, war and government action.

7.3.4 any loss or damage caused by us or any of our respective officers, employers or agents in circumstances where:

a) there is no breach of a contractual obligation or legal duty of care owed to you by us or by any of our employees or agents; or

b) such loss or damage is not a reasonably foreseeable result of any such breach.

7.3.5 any loss or damage caused by us or any of our respective employees or agents to the extent that such loss or damage results from your negligence, your failure to follow our reasonable instructions or any other breach by you of this Agreement.

7.3.6 any loss or damage caused by any:

a) errors, viruses or bugs present in or arising from your use of the Service that are not directly caused by or attributable to us; or

b) incompatibility of the Service with any other software, hardware or material on

your device.

7.4 To the fullest extent permitted by law, the Service and all information, content, materials, products (including software) and other services included on or otherwise made available to you through the Service are provided by us on an "as is" and "as available" basis, unless otherwise specified in writing.

7.5 To the fullest extent permitted by law we make no representations or warranties of any kind, express or implied, as to the operation of the Service, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through the Service, unless otherwise specified in writing. You expressly agree that your use of the Service is at your sole risk.

7.6 To the fullest extent permitted by law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Service, information, content, materials, products (including software) or other services included on or otherwise made available to you through the Services, our servers or electronic communications sent from us are free of viruses or other harmful components.

8. Limitation on Use of Our Systems

8.1 In relation to any software or applications which we provide to you for purposes of accessing the Service, you may not -

8.1.1 copy or reproduce these systems;

8.1.2 distribute, sub-licence, rent, sell or otherwise transfer them to any third party;

8.1.3 circumvent or disable any technology features or measures in the systems;

8.1.4 modify, disassemble, hack, tamper with, decompile or reverse engineer these systems; or

8.1.5 cause these systems or any aspects thereof to be interrupted or damaged.

9. Privacy and Consent to Determine Your Location, Monitor Your Content Preferences and Communicate with You

9.1 You hereby grant us consent to receive and store any information you enter on the Website or information we gather when you interact with us or give us in any other way, including information about your location and your Device(s), for purposes of responding to your requests, customizing the Content to be made available to you, improving the Service, and communicating with you. Any such information that you submit or we collect when you are using the Service is subject to our Privacy Policy, the terms of which are available here [<http://www.smartcalltech.co.za/legal/>and which

are incorporated into this Agreement.

9.2 You hereby grant your consent for us to send communications to you (electronic or otherwise) for purposes of marketing and promoting the Service and related products and services to you.

10. Variation of these Terms and Conditions

We may at any time modify these terms and conditions. You can review the most current version by clicking on the link located at the bottom of the Website. The most current version will supersede all previous versions. By continuing to use the Service after changes are made, you agree to be bound by such changes

11. Information under the ECT Act

The information which is required to be disclosed under the terms of the ECT Act appears on the Website or is available <http://www.smartcalltech.co.za/legal/12>.

Complaints

Any complaints that you may have in regard to any aspects of the Service may be lodged at our customer care number, +27 (0) 11 507 4630, email support@smartcalltech.co.za or at the National Consumer Commission telephone number 0860 266 786. Kindly submit all complaints to us first, in order to afford us an opportunity to resolve the complaint, before you proceed to any relevant authority.

13. Notices

13.1 Our address, for the service of all notices and processes on us arising out of this Agreement, is: 15 Eastwood Road, Dunkeld, Johannesburg, 2024.

13.2 Your address, for the service of all notices and processes on you arising out of this Agreement.

14. General

14.1 We can transfer our rights and obligations under this Agreement to any third party, provided it does not affect your rights under this Agreement. You may not transfer your right or obligations under this Agreement to anyone else.

14.2 If all or any part of any term of this Agreement is found to be unfair or unenforceable, such part will be treated as deleted and the remainder of the terms will continue to govern each of our respective obligations going forward.

14.3 Any relaxation or indulgence which we may show to you at any time in regard to this Agreement is without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of this Agreement or by operation of law.

14.4 This Agreement is governed by and will be interpreted, implemented and

enforced in accordance with the laws of the Republic of South Africa and you hereby submit to the exclusive jurisdiction of the courts of the Republic of South Africa in respect of all proceedings arising out of or in connection with this Agreement.

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