

## Terms and conditions

It is important to note that the use of this website is subject to the terms and conditions of use set out below. By using this site the visitor agrees and is deemed to have agreed to observe all terms and conditions of use, including any privacy or other policies which may appear elsewhere on this website.

### Definitions

Website owner and/or we means WHEELS MOTORING ANNUAL.

User/visitor means any person accessing any part of the website.

This website means [www.wheelsannual.co.za](http://www.wheelsannual.co.za) and all sub-pages thereof excluding links to external sites.

ECTACT means the electronic communications and transactions Act 25 of 2002.

[www.wheelsannual.co.za](http://www.wheelsannual.co.za) is the interactive on-line service by the publishers of WHEELS MOTORING ANNUAL on the world-wide-web of the internet, consisting of information services and content provided by [www.wheelsannual.co.za](http://www.wheelsannual.co.za), affiliates of [www.wheelsannual.co.za](http://www.wheelsannual.co.za) and other third parties.

### General

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[www.wheelsannual.co.za](http://www.wheelsannual.co.za) shall have the right at any time to change or discontinue any aspect or feature of [www.wheelsannual.co.za](http://www.wheelsannual.co.za) including, but not limited to: hours of availability, content and equipment needed for access or use.

### Equipment

Visitor/user shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of [www.wheelsannual.co.za](http://www.wheelsannual.co.za) and all charges related thereto.

### Visitor/user conduct

Visitor/user shall use [www.wheelsannual.co.za](http://www.wheelsannual.co.za) for lawful purposes only. Visitor/user shall not post or transmit through [www.wheelsannual.co.za](http://www.wheelsannual.co.za) any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene or profane, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without [www.wheelsannual.co.za](http://www.wheelsannual.co.za) express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a visitor/user that in [www.wheelsannual.co.za](http://www.wheelsannual.co.za) discretion restricts or inhibits any other visitor/user from visiting [www.wheelsannual.co.za](http://www.wheelsannual.co.za) is not permitted. Visitor/user shall not use [www.wheelsannual.co.za](http://www.wheelsannual.co.za) to advertise or perform any commercial solicitation.

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This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, whether for breach of contract, negligence, or under any other cause of action.

Visitor/user specifically acknowledges that www.wheelsannual.co.za is not liable for the defamatory, offensive or illegal conduct of other visitors or third-parties and that the risk of injury from the foregoing rests entirely with the visitor/user.

In addition to the terms set out above neither www.wheelsannual.co.za nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration for any errors, inaccuracies, omissions or other defects in the information contained in www.wheelsannual.co.za or for any delay or interruption in the transmission thereof to the visitor/ user or for any claims or losses arising there from or occasioned thereby.

None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.

www.wheelsannual.co.za shall have the right, but not the obligation, to monitor the content of www.wheelsannual.co.za including chat rooms and forums, to determine compliance with this agreement and any operating rules established by www.wheelsannual.co.za. www.wheelsannual.co.za shall have the right and in its sole discretion to edit, refuse to post or remove any material submitted to or posted on www.wheelsannual.co.za.

Visitor/user agrees to defend, indemnify and hold harmless www.wheelsannual.co.za its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of www.wheelsannual.co.za by the visitor/user.

This agreement is concluded in the Republic of South Africa and shall be governed by and construed in accordance with the laws of the Republic of South Africa and the jurisdiction of the South African courts.

If you have any questions, queries or wish to request permission to use any part of this website, including linking, framing or searching. Please contact us at [info@wheelsannual.co.za](mailto:info@wheelsannual.co.za)

#### **Privacy policy**

We ensure adequate protection and management of personally identifiable identification.

We do track and analyse data for trends and statistics, but the individual user remains anonymous.

We store information you supply in our free e-mail services in fully secured databases with restricted access. This information may be updated through our subscriber functions within the e-mail or on the website.

We will only ever disclose aggregate information about our user base. Aggregate information will never disclose who you are, but rather identifies the user population in general terms.

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The privacy practices of those sites linking out of us, is not our responsibility. We'd recommend you check their policy or privacy before disclosing personal information.