

Blue Bulls (powered by Vodacom) App Terms and Conditions

The terms of this agreement (“Terms and Conditions”) govern the relationship between you and Vodacom and its affiliates (hereinafter “Vodacom” or “Us” or “We”) regarding your use of the Bulls App powered by Vodacom and related features (the “App”). Use of the App is also governed by [Vodacom's Privacy Policy](#), which is incorporated herein by reference.

1. Your Acceptance of these Terms and Conditions

- a. Vodacom is the provider of the Bulls App (the “App”), in its various formats accessible via mobile devices. **Please read these Terms and Conditions and the [Vodacom Privacy Policy](#) carefully before using the App or submitting information through the App. By using the App or submitting information through the App, you are agreeing to these Terms and Conditions.** If you do not agree, please do not use this App or submit any information through the App. We recommend that you print a copy of these Terms and Conditions and the associated [Privacy Policy](#) for your records. We reserve the right, at any time, to modify and update these Terms and Conditions from time to time by posting such updated Terms and Conditions on the Bulls App, so please check back periodically. Any such updates shall apply to you and your use of the App and by continuing to use the App, you shall be deemed to have accepted such changes.

2. General

- a. We grant you a personal, non-exclusive, non-transferable licence to use the App, in accordance with these Terms and Conditions, provided that: (i) your use of the App is only for non-commercial purposes; (ii) you do not copy or distribute any part of the App in any medium without our prior written authorization; (iii) you do not alter or modify any part of the App other than as may occur during your proper use of the App for the intended purpose; and (iv) you do not disassemble, decompile, reverse engineer or copy the App, (v) rent, lease loan, resell, sublicense, distribute or otherwise transfer the App to any third party, (vi) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (vii) delete the copyright and other proprietary rights notices on the App, and (viii) you comply with these Terms and Conditions.
- b. We reserve the right, in our sole discretion, to restrict, suspend or terminate your access to all or any part of the App at any time for any reason on prior notice to you and without any liability to you for doing so. We may change, suspend or discontinue all or any aspect of the App at any time, including the availability of any specific features or content. You acknowledge that from time to time, the App's availability may be limited due to maintenance, upgrade or other technical reasons as relevant.
- c. **We do not permit copyright infringing activities or the infringement of intellectual property or other proprietary rights (including privacy and publicity rights) in connection with the App, and we will remove all content and user submissions if properly notified that such materials infringe on a party's intellectual property right.** You agree that you will not submit any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights referred to in these Terms and Conditions. Accordingly, you affirm, represent and warrant that: (i) any materials you

submit are wholly original to you, or to the extent they are not wholly original to you that you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all of your submissions to enable inclusion and use of them in the manner contemplated by the App and these Terms and Conditions; (ii) no payment, royalty or consent is required in connection with the rights granted to us in these Terms and Conditions; and (iii) you have the written consent, release, and/or permission of each and every identifiable individual person in the submission to use the name and/or likeness of each and every such identifiable individual person to enable inclusion and use of the submissions in the manner contemplated by the App and these Terms and Conditions. We reserve the right to remove materials without prior notice and also to terminate your account and/or access to the App if we believe that repeated violations of this section have occurred.

- d. You acknowledge that we may from time to time issue upgraded versions of the App and we will prompt you to download and install the updated version of the App. These Terms and Conditions will apply to all such upgrades. Normal data charges as per your price plan will apply when downloading the updated application. Should you not wish to incur such charges, you are advised to discontinue your use of the App.
- e. We do not warrant that the App will be compatible with your mobile device. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license End User License Agreement, (EULA), if any, authorizing use of such code. We or our third party partners or suppliers retain all right, title, and interest in the App (and any copies thereof), and any intellectual property rights therein.
- f. Vodacom reserves the right to stop offering and/or supporting the App or a particular part of the App at any time, at which point your license to use the App or a part thereof will be automatically terminated. In such event, Vodacom shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Apps, or any discontinued parts thereof.
- g. To the extent allowed by law, the The App is provided on an “as available” for your personal use, without warranties of any kind, express or implied. Vodacom does not warrant that you will be able to access or use the App at the times or locations of your choice; that the App will be uninterrupted or error-free; or that defects will be corrected.
- h. You acknowledge that Vodacom may appoint third party companies and individuals to facilitate the App (e.g. maintenance, analysis, audit, marketing and development). These third parties have limited access to your information only to perform these tasks on our behalf and are obligated to Vodacom not to disclose or use the information for other purposes.
- i. You acknowledge that Vodacom will appoint third party companies to provide their respective services, applications and features within the App or from the App via relevant technical integrations, for the purpose of making the App inclusive of various relevant features. These third parties will have access via the App to you information pertinent to a particular feature to enable them to provide their services to you. Should you choose to access third party respective services, applications or products, you warrant that said access is governed by the terms and conditions of that third party and not Vodacom.
- j. If you are a non-Vodacom subscriber, you acknowledge that some of the features in the App may not be accessible to you as far as your mobile device and connectivity enables. Vodacom reserves the right to offer the App certain features and benefits exclusively to Vodacom subscribers.

- k. If you are a non-Vodacom subscriber, you acknowledge that your entire use of the App will be charged at standard rates as per your network's current price plan.
- l. The App includes the provision of both factual and opinion based information and editorial content about the Vodacom Bulls, and/or any other local / international tournaments, which may occur and be covered by the App from time to time. Vodacom's appointed 3rd party maintains and owns the relevant licences and rights to display and provide such content via the App. Neither Vodacom nor the 3rd party appointed to provide this content may be held liable for any harm or consequences arising as a result of any unintended inaccuracies or discrepancies in the content.
- m. You acknowledge that the App, in part or in full, may be advertisement funded, which assists in enabling Vodacom and the Bulls to be able to provide the App. As such, you acknowledge that you will be exposed to banner, text or other in-App advertising and promotions media. Should you not wish to view such advertising, please do not use the App.
- n. Through the App, we may occasionally offer you the opportunity to enter into contests, games and prize drawings subject to any further terms and conditions or contest rules. By entering into such contests and games, you agree to be bound by such additional terms, conditions and rules. In the event of a conflict between these Terms and Conditions and the specific rules of any such contest or games, the specific rules of such contest or games shall govern to the extent of the conflict.
- o. These Terms and Conditions apply to all users of the App, including users who are also contributors of information, and other materials or apps on the App. The App may contain third party advertisements, content, materials, and/or links to third party websites that are not owned or controlled by us. We assume no responsibility for, the content, privacy policies or practices of any third party websites. In addition, we do not and cannot censor or edit the content of any third party website. When you visit third party websites, we encourage you to read the terms and conditions and privacy policies of the other websites. By using our App, you expressly release us from any and all liability arising from your use of any third party website or as a result of any third party presence on our App.

3. Additional provisions regarding Registered Users

- a. As a user of the App, you will have the option to become a registered user ("Registered"), and doing so accordingly binds you to additional terms of use as referred to in these Terms and Conditions. As a registered user, you will be asked to submit personal information to us. We are committed to ensuring responsible practices in the collection, use and disclosure of your personal information in accordance with applicable law. By submitting personal information to us or our App providers and agents, you agree to our collection, use and disclosure of such personal information for the purposes for which you submitted the information, and as described in and in accordance with our privacy policy, and as permitted or required by law. If you do not agree with our Privacy Policy, please do not register, please remove the App from your device and do not provide us with any personal information.
- b. By registering, you agree to the following additional rules:
 - i. Only one registration is permitted per mobile number, or email address. Vodacom and non-Vodacom users (where they have the technical ability to access the service) within the Republic of South Africa may register.

- ii. You acknowledge that the Service may have certain content, features, functionality or privileges, which are locked and unavailable for access unless you register.
- iii. You give us consent to provide you with various notifications and messages about / based on your interaction with the App. These notifications will be delivered to you in the form of text messages, or in-application notifications sent to your mobile device using the MSISDN identifying you as a user of the App.
- iv. These messages include, but are not limited to:
 - 1. periodic messages to encourage, remind or re-engage you to browse or access the App, based on the content provided;
 - 2. messages inviting you to share, voluntarily, additional data about yourself or your preferences;
 - 3. messages inviting you to try alternate versions of the App based on Vodacom's knowledge of the device you are using to access the App;
 - 4. confirmation messages relating to your registration or deregistration for the App (for example, a one-time pin (OTP));
 - 5. messages inviting you to participate in any surveys to offer your opinion of your experience of the App, or to provide feedback on your rugby supporting habits and behaviours;
 - 6. messages relating to the earning, notification and servicing of any benefits and rewards, where applicable.
- i. You acknowledge that your registration details will be retained for use in future iterations of the App. Should you not wish to participate or use future iterations of the App, you may deregister at any time.

4. Ownership

- a. All rights, title and interest in and to the App including, but not limited to, any games, titles, computer code, themes, objects, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation are owned by Vodacom. Vodacom reserves all rights, including, but not limited to, all intellectual property rights or other proprietary rights, in connection with the App.
- b. Vodacom owns, has licensed, or otherwise has rights to use, or provide all of the content that appears in the App.
- c. "User Content" means any communications, images, sounds, and all the material, data, and information that you upload or transmit through the App, or that other users upload or transmit, including without limitation any chat, or interaction text. By transmitting or submitting any User Content while using the App, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Vodacom in accordance with its [Privacy Policy](#), as well as the purposes of the provision

of the App. Vodacom reserves the right in its sole discretion to, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time.

5. Your Obligations and Entitlements

- a. In addition to the rules set out in these Terms and Conditions, your use of the App and any features allowing interaction with the App, including but not limited to, participating in polls, submission of comments, uploading of material or any other relevant interaction feature, is subject to the following guidelines:
 - i. You may not post, transmit, link to or otherwise distribute falsehoods or misrepresentations that could damage us or any third party.
 - ii. You may not post, transmit, link to or otherwise distribute any material that is unlawful, obscene, profane, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, violate the legal rights of any person (including publicity or privacy rights) or is otherwise inappropriate or would restrict or inhibit any other user from using or enjoying the App. You may not post, transmit, link to or otherwise distribute material that exploits people under the age of 18 in a sexual or violent manner, solicits personal information from anyone under the age of 18, provides information about illegal activities, such as making or buying illegal weapons, violates someone's privacy, or provides information relating to the creation of computer viruses or other harmful or disruptive components. You also agree not to post, transmit, link to or otherwise distribute in any way information, software or other material that infringes the intellectual property rights of any party.
 - iii. You may not post advertisements or solicitations of any business or commercial activity, including contests or sweepstakes. You may not submit any material that relates to or involves the transmission of unsolicited mass mailing, "spamming", "junk mail" or "chain letters".
 - iv. You may not impersonate or falsely suggest your association with another person, or submit materials in another person's name.
 - v. You may not solicit or attempt to solicit personal information from other users of the App or collect or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the App.
 - vi. You may not attempt to gain unauthorized access to the App, or Registered accounts using the App, or the computers, servers, or networks connected to the App by any means other than the user interface provided.
- b. Vodacom reserves the right to determine what conduct it considers to be in violation of the rules of use or otherwise outside the intent or spirit of these Terms and Conditions or the App itself. Vodacom reserves the right to take action as a result, which may include, if relevant, terminating your registration and prohibiting you from using the App. Said termination and prohibition may occur with or without

notice to you, and as a result may involve the loss of any benefits, privileges or earned items associated with your use of the App, and Vodacom is under no obligation to compensate you for any such losses or results.

- c. You are entitled to deregister from the full App at any time and for any reason by emailing a request to app@bluebull.co.za.
- d. Vodacom assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the App for inappropriate content or conduct. Your use of the App is at your own risk. By using the App, you may be exposed to User Content that is offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any User Content available in connection with the App.
- e. If at any time Vodacom chooses, in its sole discretion, to moderate the App, Vodacom nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.
- f. The App may include various forums, blogs and chat features where you can post User Content, including your observations and comments on selected topics. Vodacom cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the App. Vodacom shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.
- g. You are solely responsible for the information that you post on, through or in connection with the App and that you provide to others. Vodacom may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of Vodacom violates these Terms and Conditions.
- h. You hereby grant to Vodacom an irrevocable, perpetual, transferable, fully paid-up, royalty-free, license (including the right to sublicense and assign to third party) and right to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, your User Content as well as all modified and derivative works thereof in connection with our provision of the App, including marketing and promotions of the App. You also hereby grant to Vodacom the right to authorize others to exercise any of the rights granted to Vodacom under these Terms and Conditions.
- i. You are solely responsible for your interactions with other users of the App and any other parties with whom you interact through the App. Vodacom reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with Vodacom to investigate any suspected unlawful, fraudulent or improper activity.
- j. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and

consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

6. Limitation of Liability

- a. You agree that your use of the App shall be at your sole risk. To the fullest extent permitted by law, we and our officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the App and your use thereof. We make no warranties or representations about the accuracy or completeness of the App's content or the content of any websites or services linked to the App and assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage of any nature whatsoever resulting from your access to and use of the App; (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from the App; (v) any bugs, viruses, trojan horses or the like which may be transmitted to or through the App by any third party; or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the App. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the App or any hyperlinked website or featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.
- b. To the extent permitted by applicable law, in no event shall we or our subsidiaries and affiliates, and their respective officers, directors, owners, agents, employees, representatives and licensors be liable for any special, incidental, indirect, consequential, punitive or exemplary losses or damages whatsoever or for loss of profits (including, without limitation, damages for loss of revenue, loss of data, failure to realize expected savings, interruption of activities, or any other pecuniary or economic loss) and whether arising from breach of contract, damages (including negligence), strict liability or otherwise, arising out of the use of or inability to use the App or its content, or any product or service described or provided through the App.
- c. Save to the extent permitted by law, you agree to indemnify, defend and hold harmless Vodacom and its partners, subsidiaries and affiliates from and against any and all claims, demands, actions, liability, losses, costs and expenses (including legal fees and expenses) arising from or related to: (i) any use or alleged use of the App by any other person, whether or not authorized by you; (ii) your breach of these Terms and Conditions, including any breach of your representations and warranties herein; and (iii) your violation of any law or (iv) your use of or inability to use the App, the contents, any hyperlinked website, and any of the products and services made available on the App thereof.

7. Privacy and Data Protection

- a. This clause explains how we collect, use, share and protect your personal information. This clause should be read with the Vodacom's Privacy Policy. If we update this clause and our privacy policy, we will post any changes on our website.

Collecting your personal information

- b. We can get your personal information when you use this Service. In the case of the use of the Service your personal information is collected for the purpose of being used and processed in:
 - personalising the Service to your respective preferences;
 - for the serving of appropriate, tailored advertising to you via the Service;
 - for the purpose of tracking the Service's performance;
 - troubleshooting, data analysis, testing, research and service improvement and/or to identify any technical issues that may occur from time to time;
 - for use in devising additional enhancements or improvements to the Service; and
 - statistical tracking, redundancy and audit purposes.
- c. The above data will not be shared with other users of the Service. However, Vodacom further may collect your information in terms of clause 9 (h) and (i) below.
- d. We may also collect information about you from other organisations, if this is appropriate. These include fraud-prevention agencies, business directories and credit reference agencies. We may also collect information about you from other companies, our business, or joint venture partners.

Understanding what you want

- e. We might also use cookies (small text files stored in your browser) and other techniques such as web beacons (small, clear picture files used to follow your movements on our website). These collect information that tells us how you use our websites, web-related products and services.
- f. This, in turn, helps us make our website relevant to your interests and needs. We may use a persistent cookie (a cookie that stays linked to your browser) to record your details so we can recognise you if you visit our website again. See the next section for more details.
- g. You can choose to refuse cookies, or set your browser to let you know each time a website tries to set a cookie.

The personal information we collect

- h. The information we collect about you depends on the Vodacom and Vodafone products and services you use and subscribe to. It includes (but is not limited to) the following:
 - i. your name, gender, , date of birth, home language, address, and email address;
 - ii. your preferences for particular products, services or lifestyle activities when you tell us what they are – or when we assume what they are, depending on how you use our products and services;
 - iii. your contact with us – such as a note or recording of a call you make to one of our contact centres, an email or letter you send to us or other records of any contact you have with us;
 - iv. your account information – such as phone number, handset type, handset model,, whether you are a post or prepaid customer, dates of payment owed and received, TopUp information, the subscription services you use or any other information related to your account.
- i. We will also get information on how you use our products and services, such as:
 - i. the phone numbers that you call or send messages to (or the phone numbers that you receive these calls and messages from);

- ii. the date, time and length of the calls and messages you send or receive through our network, and your approximate location at the time these communications take place;
- iii. the level of service you receive – for example, network faults and other network events which may affect our network services;
- iv. your website browsing information (which includes information about the websites you visit, and about how you use our website or other Vodafone Group websites on your mobile or a PC;
- v. the date, time and length of your internet browsing, and your approximate location at the time of browsing;
- vi. your brand preference, preferred video categories, related preferences (e.g. team choice); and type of services you typically access.

Using your personal information

- j. We may use and analyse your information to:
 - i. process the goods and services you have bought from us, and keep you updated with your order progress;
 - ii. keep you informed generally about new products and services (unless you choose not to receive our marketing messages);
 - iii. provide the relevant service or product to you. This includes other services not included in this terms and conditions, and services that use information about where you are when using your mobile equipment (location information) and to contact you with messages about changes to the service or product;
 - iv. contact you with offers or promotions based on how you use our products and services. These include your calling and messaging activities, location information and browsing information (unless you choose not to receive these messages – see below on ‘How to opt-out’;
 - v. send you targeted and relevant messages, based on your behaviour, permission and preferences. From time to time, we will send you a range of different messages, from Vodacom as well as brands, to keep you informed or simply for you to tell us what you are into. These are not just offers and promotions but messages from your favourite brands including new products, discounts, limited offers, gifts and more. It works by using information about you to send you targeted messages relevant to you;
 - vi. bill you for using our products or services, or to take the appropriate amount of credit from you;
 - vii. respond to any questions or concerns you may have about using our network, products or services;
 - viii. let you know about other companies' products and services we think may interest you (including offers and discounts we've specially negotiated for our customers);
 - ix. protect our network and manage the volume of calls, texts and other use of our network. For example, we identify peak periods of use so we can try and ensure the network can handle the volume at those times
 - x. understand how you use our network, products and services. That way, we can develop more interesting and relevant products and services, as well as personalising the products and services we offer you;

- xi. carry out research and statistical analysis including to monitor how customers use our network, products and services on an anonymous or personal basis;
 - xii. • prevent and detect fraud or other crimes, recover debts or trace those who owe us money;
 - xiii. • provide aggregated reports to third parties (such reports do not contain any information which may identify you as an individual).
- k. The information we use will be your approximate location, based on the nearest mobile cell site. As a result, this will change as you move around with your mobile phone.
- l. We will store your information for as long as we have to by law. If there is no legal requirement, we will only store it for as long as we need it.

Sharing your personal information

- m. We may share information about you with:
- i. companies in the Vodacom and Vodafone Group (Vodafone Group Plc and any company or other organisation in which Vodacom owns more than 15% of the share capital);
 - ii. partners or agents involved in delivering the Services;
 - iii. companies who are engaged to perform Service for, on behalf of Vodacom (Pty) Ltd including Vodafone Limited, or the Vodafone Group;
 - iv. where applicable, credit reference, fraud prevention or business scoring agencies, or other credit scoring agencies;
 - v. debt collection agencies or other debt recovery organisations;
 - vi. law enforcement agencies, regulatory organisations, courts or other public authorities if we have to, or are authorised to by law;
 - vii. emergency services (if you make an emergency call), including your approximate location.
- n. We will release information if it's reasonable for the purpose of protecting us against fraud, defending our rights or property, or to protect the interests of our customers.
- o. If we are reorganised or sold to another organisation, we may transfer any personal information we hold about you to that organisation.
- p. We may need to transfer your information to other group companies or service providers in countries outside South Africa. This may happen if our servers or suppliers and service providers are based outside South Africa, or if you use our services and products while visiting countries outside this area.
- q. At your option, we may also share your information with partner organisations we've chosen carefully, so they can contact you about their products and services.

Keeping your personal information secure

- r. We have specialised security teams who constantly review and improve our measures to protect your personal information from unauthorised access, accidental loss, disclosure or destruction.
- s. If we have a contract with another organisation to provide us with services or a service on our behalf to process your personal information, we will make sure they have appropriate security measures and only process your information in the way we've authorised them to. These organisations will not be entitled to use your personal information for their own purposes. If necessary, our security teams will check them to make sure they meet the security requirements we have set.

- t. Communications over the internet (such as emails) are not secure unless they have been encrypted. Your communications may go through a number of countries before being delivered – as this is the nature of the internet. We cannot accept responsibility for any unauthorised access or loss of personal information that's beyond our control.

How to opt-out

- u. If you want to deregister from the App, you may do so by sending an email to app@bluebull.co.za ;
- v. You can choose to opt out of partner communications By sending an SMS with **STOP** to 1155.