



TERMS AND CONDITIONS FOR BURGER KING® SOUTH AFRICA'S PARTNERSHIP WITH MR DELIVERY: 'SELF-COLLECT' AND DELIVERY ORDERS

The provisions of clauses 3, 4, 5 and 6 are drawn to the attention of the User to the extent that the Consumer Protection Act 68 of 2008 ("the CPA") applies to these Terms and Conditions.

1. INTRODUCTION

- 1.1 Burger King® South Africa (Pty) Ltd (Registration Number: 2011/143896/07) ("BURGER KING® South Africa") is partnering with Mr Delivery (Pty) Ltd (Registration Number: 1992/04664/07) ("MRD") to provide an online platform and/or mobile application ("the MRD Platform") for Users to purchase BURGER KING® South Africa goods and/or products and/or services for delivery or self-collection from the selected BURGER KING® South Africa outlets.
- 1.2 These terms and conditions ("Terms and Conditions") must be read with BURGER KING® South Africa's website terms and conditions ("Website T&C's"), which are available at www.burgerking.co.za ("Website") and any BURGER KING® South Africa promotional material utilised for the MRD Campaign ("Promotional Material"), together with the MRD Application Terms and Conditions, which is available at <https://www.mrdfood.com/terms>. Please note that certain defined terms contained in the Website T&C's will be utilised in these Terms and Conditions.
- 1.3 The terms "user", "you" and "your" are used interchangeably in these Terms and Conditions and refers to any individual who purchases or intends purchasing BURGER KING® South Africa goods and/or products and/or services on the MRD Platform from time to time.
- 1.4 These Terms and Conditions govern this Campaign and by using the MRD Platform to purchase BURGER KING® South Africa's goods and/or products and/or services, you shall be deemed to have accepted all the terms and conditions unconditionally.
- 1.5 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or BURGER KING® South Africa in terms of the CPA.

2. EXCLUSIONS

- 2.1 The following are excluded from the menu offerings on the MRD Platform:
 - 2.1.1 Ice-creams;
 - 2.1.2 Sundaes; and
 - 2.1.3 BURGER KING® South Africa promotional meals, save for promotional meals advertised on the MRD Platform as an LTE which BURGER KING® South Africa reserves the right, at its sole discretion, to withdraw such promotional offerings without any prior notice.
- 2.2 The following are excluded as a form of payment on the MRD Platform:
 - 2.2.1 SnapScan;
 - 2.2.2 Cash;

- 2.2.3 Virgin Money;
 - 2.2.4 WiCodes;
 - 2.2.5 SBUX;
 - 2.2.6 BURGER KING ® South Africa App loyalty points and/or coupons and/or vouchers;
 - 2.2.7 eBucks points and/or App and/or vouchers; and
 - 2.2.8 Dragon Pass loyalty points and/or App and/or vouchers.
- 2.3 Guest Trac Redemptions are expressly excluded.

3. LIABILITY

- 3.1 To the maximum extent permitted in law, neither BURGER KING® South Africa, nor its Related Parties, nor any persons related or inter-related (as contemplated in section 2 of the Companies Act 71 of 2008 (as amended)) to BURGER KING® South Africa or its Related Parties, nor any of their respective directors, prescribed officers, managers, employees, agents, franchisees, or other persons in respect of whose actions BURGER KING® South Africa may be held to be vicariously liable or anyone associated with any of them (collectively, "BURGER KING® South Africa Parties"), shall incur any liability to any person for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise, whatsoever or howsoever arising from your use or misuse of, or reliance upon the MRD platform, or as a result of, or arising from any defects in the MRD Platform or your access to or inability to access the MRD Platform or otherwise.
- 3.2 To the extent necessary in law the provisions of this clause 3 shall constitute a *stipulatio alteri* (i.e. a contract in favour of a third party) in favour of the BURGER KING® South Africa Parties, the benefit whereof may be accepted by any or all of them at any time, from time to time.

4. INDEMNITY

You indemnify the BURGER KING® South Africa Parties from any liability for any injury, claim, loss or damage of any nature whatsoever, whether direct, indirect, consequential or otherwise arising from your use of the MRD Platform and/or any linked external sites

5. ERRORS

- 5.1 In the event of any errors of whatsoever nature (which are not due to our gross negligence), BURGER KING ® South Africa shall not be liable for any loss, claim or expense relating to a transaction based on any error.
- 5.2 BURGER KING® South Africa shall not be bound by any incorrect information regarding our goods and/or products and/or services displayed on any external sites.
- 5.3 BURGER KING® South Africa reserves the right to vary, amend and/or modify any information pertaining to its offerings of goods, services and/or campaigns at any time and such amendment, variation and/or modification shall be effective immediately upon posting of the amendment, variation and/or modified content on the MRD Platform.

6. NO WARRANTIES

BURGER KING® South Africa hereby disclaims all warranties, either express or implied, to the maximum extent permitted by law.

7. GENERAL

- 7.1 These Terms and Conditions may be amended, varied and/or modified by BURGER KING® South Africa at any time and such amendment, variation and/or modification shall be effective immediately upon posting of the amended, varied and/or modified Terms and Conditions on the Website. Accordingly, the continued use by a user of the MRD Platform shall be deemed to be the user's acceptance of any such modified Terms and Conditions.
- 7.2 These Terms and Conditions shall comply with, and will be subject to, any peremptory provisions of the CPA and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Terms and Conditions and the Peremptory Provisions, the latter shall prevail. Furthermore, no term or condition of these Terms and Conditions is intended to breach any Peremptory Provisions. Any breach of any such Peremptory Provision shall be governed by the provisions of clause 7.4 mutatis mutandis (i.e. subject to changing those things which need to be changed).
- 7.3 These Terms and Conditions, together with any terms and conditions appearing in the Website T&C's or in any Promotional Material, contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in these Terms and Conditions (including clause 7.1 above) no alteration, cancellation, variation of, or addition hereto will be of any force or effect.
- 7.4 Each sentence, paragraph, term, clause and provision of these Terms and Conditions and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation (including, without limitation, the CPA and any Regulations thereto) or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto. If any provision of these Terms and Conditions is found by any Court to be unfair as contemplated in Regulation 44 to the CPA, then that provision will apply to the maximum extent permitted under the CPA and will further be governed by the provisions of this clause 7.4 mutatis mutandis.
- 7.5 The operation of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 7.6 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 7.7 Any failure on the part of you or BURGER KING® South Africa to enforce any right in terms hereof shall not constitute a waiver of that right.
- 7.8 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 7.9 No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.