

Terms and conditions of SAA Social Check-In

SAA advises you to carefully read the following terms and conditions (“the Terms”) before using Social Check-in. By accessing and/or using Social Check-In you are deemed to accept and be bound by these Terms, therefore if you do not wish to be bound by these Terms you should not access or use Social Check-In.

Introduction

Social Check-In is owned and operated by South African Airways (SOC) Limited (“SAA”) and/or its suppliers (“**We**”, **Our** or “**Us**”). Any reference to “**You**” or “**Your**” is a reference to the user of *Social Check-In*. Your use of *Social Check-In* indicates your agreement to be bound by these Terms, and the applicable terms and conditions published by your social media provider such as Facebook or LinkedIn (“**Social Media**”).

Registered No: Please provide
VAT Number Please provide

Participation in *Social Check-In* is voluntary. SAA only facilitates the use of *Social Check-In* in order for you to express your wish for a seat next to a certain passenger. However, every passenger reserves the right to change his or her seat, and SAA reserves the right to assign or reassign a seat at any time, even after boarding of the aircraft. The final decision resides with SAA ground staff and/or the operating crew on the day of the flight.

Sharing your social media profile on *Social Check-In*

Participation in *Social Check-In* is by Your own choice and You can select which content of Your Social Media profile You post on *Social Check-In* by selecting the details You wish to import from Your Social Media profile.

Your Social Media profile on *Social Check-In* will be automatically deleted within 48 (forty eight) hours after the scheduled last flight of Your airplane ticket.

When You publish Your Social Media profile via *Social Check-In*, it means that You are allowing other users of *Social Check-In* to access and use that information, and to associate it with You (i.e., Your name and profile picture). When You choose to share a link to the public profile of Your Social Media profile, the details You share on that page are shared according to Your preferences on that Social Media profile. We shall not be held liable for any access to and use of Your information by other users of *Social Check-In*.

Permitted Use and Access

You are permitted to use and access *Social Check-In* on a personal, non-commercial basis. You may not reproduce, use, block, overwrite, copy, distribute or monitor or make commercial use of *Social Check-In* or any of the content including, but not limited to, information, imagery or data from, or underlying, the *Social Check-In* platform without obtaining SAA’s express permission to do so.

Permitted use and access of the *Social Check-In* platform shall always be subject to the below access and use principles:

1. You will not post unauthorized commercial communications on Your profile.
2. You will not copy or use any content or information published by other users on *Social Check-In* or any content not representing You as a person. You will not post content or take any action on *Social Check-In* that infringes or violates other users’ rights or otherwise violates the law.
3. The name, profile picture and other profile information used on the *Social Check-In* platform should represent You as a person and You may not use a fake profile or another person’s Social Media profile to participate in *Social Check-In*, or otherwise access *Social Check-In*.
4. You will not bully, intimidate, or harass another user or person.

5. You will not post content that is hateful, threatening or pornographic; or information that incites violence; or contains nudity or graphic or gratuitous violence, or unlawful, misleading, malicious, or discriminatory.
6. You will not facilitate or encourage any violations of the statement of either a Social Media provider or these Terms.

You represent and warrant that You have the legal capacity to enter into agreement with SAA and to be bound by these Terms apply ("this agreement") and to use *Social Check-In* in accordance with these Terms. You agree to be responsible for all use of *Social Check-In* attached to Your *Social Check-In* account. You agree not to assign, transfer or sublicense Your rights pursuant to this agreement. You may allow users or persons to use *Social Check-In* under Your name or account.

The features of *Social Check-In* are provided solely to permit You to make legitimate seat requests for a seat on Your booked flight, and for no other purposes. You shall not reproduce, use, block, overwrite, copy, distribute or monitor any content of Social check in by using any robot, spider, search engine or any other automatic mechanism without prior written consent of SAA. You shall not take any action that will or could impose an excessive or disproportionate load on *Social Check-In* infrastructure. You agree that the seat reservation facilities of *Social Check-In* shall always be subject to SAA operational requirements and decisions and shall only be used only to make legitimate seat requests on Your behalf. You agree to abide by the applicable terms or conditions.

Intellectual Property Rights

Social Check-In is owned and operated by SAA and/or its suppliers. The intellectual property rights, including the copyrights, in the material contained in *Social Check-In* and any SAA trademarks and brands included in that material shall remain the property of and vest in SAA. You shall not use Our copyrights or trademarks (including SAA, *Social Check-In*, the SAA and *Social Check-In* logos), or any confusingly similar marks, without Our prior written permission.

No material, information, software, products or services obtained from *Social Check-In* may be modified, copied, displayed, performed, licensed, reproduced, republished, uploaded, posted, transmitted, sold or distributed in any way, without the prior written permission of SAA, except that You may use a copy of the material on a single computer for Your own personal non-commercial use only, provided You keep intact all accompanying copyright and other proprietary notices.

Liability disclaimer

The information, software, products, and services part of or related to *Social Check-In* may include technical inaccuracies or typographical errors. SAA and/or its suppliers make no warranties and/or representations about the suitability of the information, software, products, and services part of or related to *Social Check-In* any purpose. All such information, software, products, and services are provided "as is" without warranty of any kind. SAA and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall SAA and/or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of *Social Check-In* or with the delay or inability to use *Social Check-In*, or for any information, software, products, and services obtained through *Social Check-In*, or otherwise arising out of the use *Social Check-In*, whether based on contract, delict, strict liability or otherwise. The liability disclaimer contained in these Terms shall survive any termination of use of the *Social Check-In* platform and/or facilities.

We hereby exclude any express or implied warranties that any material used or downloaded from *Social Check-In* and/or the website used in accessing *Social Check-In* will not cause loss or damage to any data or property, such as software or hardware, including but not limited to loss or damage caused by malicious script, viruses, spyware, Trojan Horses or worms. We accept no

liability for any such loss or damage suffered by You or another person as a result of Your use of *Social Check-In*.

Whilst We maintain robust security mechanisms, We cannot guarantee the security of communications (whether by phone or internet). Accordingly We accept no liability for breach of security of any communications sent by You to Us using *Social Check-In* or the information contained on it. Such communications are at Your own risk.

If We choose to delay enforcing any of Our rights relating to these Terms, or even not enforce all or any part of them in a given circumstance, We may do so at Our discretion. Any such delay or non-enforcement on Our behalf will not be deemed a waiver of those rights or any other provision, and will not in any way prejudice or limit Our rights under these Terms.

Indemnity

As a condition of use of *Social Check-In*, You agree to indemnify SAA and/or its suppliers, officers, employees, directors, shareholders and agents from and against any and all liabilities, expenses (including attorneys' fees), losses and damages arising out of claims resulting from Your use of *Social Check-In*.

Modification of these terms and conditions and functionality of *Social Check-In*

SAA reserves the right to change these Terms at any time without notice to You. You are responsible for regularly reviewing these Terms. Continued use of *Social Check-In* following any such changes shall constitute Your acceptance of such changes. SAA reserves the right to cancel or change the functionalities of *Social Check-In* and/or any procedures related to the use of *Social Check-In*.

Data Protection & Privacy

SAA is committed to safeguarding the privacy of Your information. By "your information" we mean any information about You, which You provide to Us during the registration process on the *Social Check-In* platform. We respect Your right to privacy and will keep safe any personal details (to the extent that it is reasonably possible and capable) that You give us during the registration process. We will only ask You to give Us personal details if You wish to register and We will only keep those details for as long as necessary and such information will be automatically deleted within 48 (forty eight) hours after the scheduled last flight of Your airplane ticket. Please be assured that We do not sell or share any information about individual registered users.

General

SAA reserves the right to remove Your account or Your profile or any part thereof from *Social Check-In*, if We believe it is appropriate to remove it.

These Terms refer only to the use of *Social Check-In* and separate terms and conditions apply to airline carriage, prize draws, any other promotion or services, and/or Your use of Social Media.

These Terms shall be deemed to have been made in Johannesburg, South Africa and shall be governed and interpreted, and the rights and liabilities of the parties hereto, determined in accordance with the law of the Republic of South Africa, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the courts of South Africa, for the determination of any claim or dispute arising out of or relating to these Terms.

If anyone brings a claim against Us related to Your actions, content or information on *Social Check-In*, You will indemnify and hold SAA and/or the applicable Social Media providers harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

SAA always appreciates Your feedback or other suggestions about *Social Check-In*, and You accept that Your feedback and/or suggestions may be used by Us without any obligation to compensate You (just as You have no obligation to offer them) and do not reserve any rights or ownership with respect to Your given feedback and/or suggestions.

SAA's provision of the *Social Check-In* platform or facilities is subject to existing laws and legal process and nothing contained in this agreement is in derogation of SAA's right to comply with law enforcement requests or requirements relating to Your use of *Social Check-In* or information provided to or gathered by SAA with respect to such use.

If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

These Terms constitute the entire agreement between You and SAA with respect to the use of *Social Check-In*. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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