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## **INFORMATION MANUAL**

IN TERMS OF SECTION 51 OF THE PROMOTION OF ACCESS TO  
INFORMATION ACT, NO. 2 OF 2000, ("PAIA"), AND SECTION 18 OF  
THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013,  
("POPI") COMPILED FOR:

**Patriot Outdoors (Pty) Ltd**

with Registration Number 2019/448114/07

**("the Private Body")**

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## INTRODUCTION

- 1.1 This Information Manual is published in terms of section 51 of the Promotion of Access to Information Act, No. 2 of 2000 ("PAIA"), as amended by the Protection of Personal Information Act, No. 4 of 2013, ("POPI Act") as well as section 18 of the POPI Act.
- 1.2 PAIA gives effect to the provisions of Section 32 of the Constitution, which provides for the right of access to information held by the State and to information held by another person that is required for the exercise and/or protection of any right.
- 1.3 The POPI Act gives effect to the provisions of, inter alia, Section 14 of the Constitution, which provides for the right to privacy of all persons.
- 1.4 The information provided in this manual includes:
  - 1.4.1 contact details of the Head, as defined in PAIA, of the Private Body;
  - 1.4.2 a description of the guide referred to in section 10 of PAIA, (which is a guide which was produced by the Human Rights Commission and after 1 July 2021 shall be made available and amended, from time to time, by the Information Regulator defined in POPI) dealing with access to information;
  - 1.4.3 a description of the records of the Private Body which are available in terms of any legislation other than the PAIA;
  - 1.4.4 a description of the subjects on which the Private Body holds records and the categories of records held on each subject;
  - 1.4.5 a description of the subjects on which the Private Body holds personal information and the categories of personal information held on each subject;
  - 1.4.6 the purpose of processing personal information;
  - 1.4.7 the recipients to whom the personal information may be supplied;
  - 1.4.8 planned transborder flows of information (if applicable);
  - 1.4.9 a general description of the security measures in place to ensure the confidentiality, integrity, and availability of the information to be processed;

- 1.4.10 sufficient information so as to facilitate a request for access to a record of the Private Body;
- 1.5 The reference to any information in addition to that specifically required in terms of section 51 of PAIA and section 18 of the POPI Act does not create any right or entitlement (contractual or otherwise) to receive such information, other than in terms of PAIA and the POPI Act.
- 1.6 The main aim of this manual is to:
- 1.6.1 disclose the types of records held by the Private Body and to facilitate the requests for access to records of the Private Body, as permitted by PAIA (dealt with in Part A hereof);
- 1.6.2 make data subjects aware of the type and source of information being collected, the purpose of collecting and processing such information and related matters (dealt with in Part B hereof).

This manual may be updated from time to time and shall be made available on the Private Body's website and/or at its principal place of business, to any person on request, subject to the payment of a reasonable fee and to the Information Regulator.

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 In this document, clause headings are for convenience and shall not be used in its interpretation unless the context clearly indicates a contrary intention:
- 2.2 An expression which denotes -
- 2.2.1 any gender includes the other genders;
- 2.2.2 a natural person includes an artificial or juristic person and vice versa;
- 2.2.3 the singular includes the plural and vice versa;
- 2.3 The following expressions shall bear the meanings assigned to them below and similar expressions bear corresponding meanings:

- 2.3.1 "data subject" means the person to whom personal information relates;
- 2.3.2 "Personal Information" means information relating to an identifiable living, natural person, and where it is applicable, an identifiable existing juristic person;
- 2.3.3 "this document" or "this manual" means this information manual, together with all of its annexures, as amended from time to time;
- 2.3.4 "the Private Body" means the private body to which this manual applies with their details as they appear on the front page of this manual;
- 2.3.5 "requester" means a person or entity requesting access to a record that is under the control of the Private Body.
- 2.4 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the signature date, and as amended or substituted from time to time;
- 2.5 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this manual;
- 2.6 Where any term is defined within a particular clause other than this, that term shall bear the meaning ascribed to it in that clause wherever it is used in this manual;
- 2.7 Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding business day;
- 2.8 Any reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be or as is otherwise defined in any legislation;
- 2.9 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s;
- 2.10 Insofar as there is a conflict in the interpretation of or application of this manual and PAIA or the POPI Act, PAIA or the POPI Act shall prevail;

2.11 This manual does not purport to be exhaustive of or comprehensively deal with every procedure provided for in PAIA or all rights listed under the POPI Act. The reader relying on any provisions of this Manual is advised to familiarise his/her/itself with the provisions of PAIA and the POPI Act.

3 **CONTACT DETAILS OF THE PRIVATE BODY** – Section 51(1)(a)(i) of PAIA and section 18 (1)(b) of the POPI Act

- 3.1 Head of the Private Body: Johan Kemp.
- 3.2 Postal Address of Head of the Private Body: 6 Cedarwood Estate, Cedarwood Street.
- 3.3 Street Address of Head of the Private Body: 6 Cedarwood Estate, Cedarwood Street.
- 3.4 Telephone Number of Head of the Private Body: 0210018301.
- 3.5 Email of Head of the Private Body: johan@patriot-outdoors.com.

# PART A: PROMOTION OF ACCESS TO INFORMATION

## 4 GUIDE ON HOW TO EXERCISE RIGHTS IN TERMS OF PAIA– Section 51(1)(b)(i) of PAIA

- 4.1 The Human Rights Commission (“the HRC”) has compiled a guide, as contemplated in section 10 of PAIA, containing information to assist any person who wishes to exercise any right as contemplated in PAIA.
- 4.2 The contact details of the HRC are as follows:
- 4.2.1 Postal address: Private Bag 2700, Houghton, 2041
  - 4.2.2 Telephone: +27 11 484 8300
  - 4.2.3 Telefax: +27 11 484 0582
  - 4.2.4 Website: [www.sahrc.org.za](http://www.sahrc.org.za)
  - 4.2.5 Email: [paia@sahrc.org.za](mailto:paia@sahrc.org.za)
- 4.3 The guide is also available electronically at  
<https://www.sahrc.org.za/home/21/files/Section%2010%20guide%202014.pdf>
- 4.4 With effect from 1 July 2021, the Information Regulator, (“IR”) must update and make available the existing guide that had previously been compiled by the HRC containing information in an easily comprehensible form and manner as may reasonable be required by a person who wishes to exercise any right contemplated in PAIA and POPI.
- 4.5 The contact details of the IR are as follows:
- 4.5.1 Physical address: Braampark, Forum 3, 33 Hoof Street, Braampark, Johannesburg, 2017
  - 4.5.2 Postal Address: P.O Box, 31533

- 4.5.3 Telephone: +27 10 023 5200
- 4.5.4 Telefax: +27 86 500 3351
- 4.5.5 Website: [www.justice.gov.za/inforeg/contact.html](http://www.justice.gov.za/inforeg/contact.html)
- 4.5.6 Email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za).

5 **RECORDS AVAILABLE IN TERMS OF LEGISLATION OTHER THAN PAIA AND POPI** – Section 51(1)(b)(iii) of PAIA

5.1 Some of the records held by the Private Body are available in terms of legislation other than PAIA or POPI, which legislation is listed below. Records that must be made available in terms of these Acts shall be made available in terms of the requirements of PAIA and this manual. That legislation includes:

- 5.1.1 THE COMPANIES ACT, NO. 71 OF 2008
- 5.1.2 INCOME TAX ACT, NO. 58 OF 1962
- 5.1.3 VALUE ADDED TAX ACT, NO. 89 OF 1991
- 5.1.4 LABOUR RELATIONS ACT, NO. 66 OF 1995
- 5.1.5 BASIC CONDITIONS OF EMPLOYMENT ACT, NO. 75 OF 1997
- 5.1.6 SKILLS DEVELOPMENT LEVIES ACT, NO. 9 OF 1999
- 5.1.7 UNEMPLOYMENT INSURANCE ACT, NO. 63 OF 2001
- 5.1.8 CONSUMER PROTECTION ACT, NO. 68 OF 2008
- 5.1.9 any other industry applicable legislation.



6 DESCRIPTION OF SUBJECTS AND CATEGORIES OF RECORDS –  
Section 51(1)(b)(iv) of PAIA

- 6.1 The Private Body holds various records. The subjects on which the Private Body holds records and the categories of records held by the Private Body are reproduced in the tables below.
- 6.2 The listing of a category or subject matter in this manual does not guarantee access to such records. All requests for access will be evaluated on a case by case basis in accordance with the provisions of PAIA and other applicable legislation. A request for records shall be made in the prescribed form set out later in this manual under the heading "FORM OF REQUEST FOR RECORDS".

<b>RECORD SUBJECTS: HUMAN RESOURCES</b>
<b><u>Categories of records held:</u></b>
Any personal records provided to the Private Body by their employees
List of employees
Conditions of employment and other employee-related contractual and quasi-legal records



<b>RECORD SUBJECTS: FINANCE</b>
<b><u>Categories of records held:</u></b>
Financial statements and other accounting records
Taxation records
Banking statements



<b>RECORD SUBJECTS: CLIENT RECORDS</b>
<b><u>Categories of records held:</u></b>
Any records a client has provided to the Private Body or a third party acting for or on behalf of the Private Body

<b>RECORD SUBJECTS: ASSETS</b>
<b><u>Categories of records held:</u></b>
Register of assets (movable or immovable)
Insurance records relating to the assets



## 7 FORM OF REQUEST FOR RECORDS

- 7.1 A request for records shall be accompanied by adequate proof of identity of the applicant, (such as a certified copy of his/her identity document), and made using the prescribed form, a copy of which is attached hereto and marked annexure "A" ("the prescribed form"). The prescribed form is also available from the website of the Human Rights Commission at <https://www.sahrc.org.za>, or the website of the Department of Justice and Constitutional Development at <https://www.doj.gov.za> and as may be advised by the Information Regulator on or after 1 July 2021.
- 7.2 The prescribed form shall be submitted to the Private Body Head named in clause 3 hereof.
- 7.3 The above procedure shall apply in the event that the requester is requesting information for personal use and/or on behalf of another person, even if such other person is a permanent employee of the Private Body.
- 7.4 The Head of the Private Body shall as soon as reasonably possible, and within 30 (thirty) days after the request has been received, decide whether or not to grant such request.
- 7.5 The requester will be notified of the decision of the Head of the Private Body or the General Manager in the manner indicated by the requester.
- 7.6 After access is granted, actual access to the record requested will be given as soon as reasonably possible.
- 7.7 If the request for access is refused, the Head of the Private Body or the General Manager shall advise the requester in writing of the refusal. The notice of refusal shall state:
- 7.7.1 adequate reasons for the refusal; and
  - 7.7.2 that the requester may lodge an appeal with a court of competent jurisdiction against the refusal of the request (including the period) for lodging such an appeal.
- 7.8 If the Head of the Private Body or the General Manager fails to respond within 30 (thirty) days after a request has been received, it is deemed, in terms of section 58 read together with section 56(1) of PAIA, that the Head of the Private Body or the General Manager has refused the request.

**8 FEES PRESCRIBED IN TERMS OF THE REGULATIONS – Section 51(1)(f) of PAIA**

- 8.1 The following applies to requests (other than personal requests):
- 8.1.1 A requestor is required to pay the prescribed fees (R50.00) before a request will be processed;
  - 8.1.2 If the preparation of the record requested requires more than the prescribed 6 (six) hours, a deposit shall be paid (of not more than one third of the access fee which would be payable if the request were granted);
  - 8.1.3 A requestor may lodge an application with a court against the tender/payment of the request fee and/or deposit;
- 8.2 Records may be withheld until the fees have been paid.
- 8.3 The fee structure shall be available by way of regulations published from time to time.
- 8.4 In addition to the request fee, the following reproduction fees are prescribed by the Minister in respect of private bodies such as the Private Body:

DESCRIPTION:	FEE:
For every photocopy of an A4-size page or part thereof:	<b>R1.10</b>
For every printed copy of an A4-size page or part thereof held on a computer or in electronic or machine-readable form:	<b>R0.75</b>

DESCRIPTION:	FEE:
For a copy in a computer-readable form on compact disc:	R70
(i) For a transcription of visual images, for an A4-size page or part thereof: (ii) For a copy of visual images:	(i) R20 (ii) R60
(iii) For transcription of an audio record, for an A4-size page or part thereof: (iv) For a copy of an audio record:	(iii) R20 (iv) R30
To search for the record for disclosure:	R30 for each hour or part of an hour reasonably required for such search.

8.5 The request fee payable by a requester, other than a personal requester, referred to in regulation 11(2) is R50,00.

8.6 For purposes of section 54(2) of the Act, the following applies:

8.6.1 Six hours as the hours to be exceeded before a deposit is payable; and

8.6.2 one third of the access fee is payable as a deposit by the requester.

8.7 The actual postage is payable when a copy of a record must be posted to a requester.



## PART B: PROTECTION OF PERSONAL INFORMATION

9 **PROTECTION OF PERSONAL INFORMATION** - Section 51(1)(c)(i)-(iii) of PAIA read with section 18 of the POPI Act

- 9.1 The Private Body processes certain personal information, as defined in the POPI Act, (“Personal Information”) relating to several data subjects, from time to time. A data subject is the person, (natural or juristic), to whom Personal Information relates and from whom the Private Body collects and processes information.
- 9.2 A description of the data subjects, (Individuals and juristic persons), the information relating thereto, the purpose of processing that information and the recipients of that Personal Information is reproduced in the tables below.

DATA SUBJECTS: EMPLOYEES		
<u>Personal Information processed:</u>	<u>Source of the Personal Information</u>	<u>Is the supply of Personal Information mandatory or voluntary?:</u>



<b>DATA SUBJECTS: EMPLOYEES</b>		
Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person	Directly from the Employee	Mandatory
Will any of the Personal Information be transferred to another country or international organisation?		
No		
<b><u>Purpose of processing Personal Information:</u></b>		
Employment and consideration of potential employees, completion of employment contract and for regulatory compliance such as the submission of the required returns, withholding of tax and other legislative requirements.		
<b><u>Recipient or categories of recipients to whom the Personal Information is supplied:</u></b>		
Human Resources Department		
<b><u>The consequences of failure to provide information:</u></b>		
Inability to employ the candidate, inability to comply with the legislative obligations in respect of the employee.		

<b>DATA SUBJECTS: CLIENTS/CUSTOMERS</b>		
<u>Personal Information processed:</u>	<u>Source of the Personal Information</u>	<u>Is the supply of Personal Information mandatory or voluntary?:</u>
Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person	Client directly	Mandatory
<b>Will any of the Personal Information be transferred to another country or international organisation?</b>		
No		
<b><u>Purpose of processing Personal Information:</u></b>		
Provision of services and goods, invoicing and delivery of goods.		
<b><u>Recipient or categories of recipients to whom the Personal Information is supplied:</u></b>		
Accounts department and courier services.		
<b><u>The consequences of failure to provide information:</u></b>		
Inability to provide the services.		

- 9.3 Where Personal Information is collected in terms of specific legislation, the Private Body will inform the data subject in terms of which legislation that data is collected.
- 9.4 Data subjects have the right to object to the processing of their Personal Information.
- 9.5 In the event a data subject requires confirmation regarding the existence of the Personal Information processed by the Private Body or believes that the Personal Information processed by the Private Body requires rectification, the data subject is entitled to utilise the processes and procedures set out in section A of this manual to request access to the records of the Private Body set out in section 18(1)(h)(iii).
- 9.6 We will not, without data subjects' express consent use their Personal Information for any purpose, other than:

specifically:

- 9.6.1 as set out in the abovementioned tables;

generally:

- 9.6.2 in relation to the provision of any goods and services to a data subject;
- 9.6.3 to inform the data subject of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless they have opted out from receiving marketing material from us);
- 9.6.4 to improve our product and/or service selection and their experience on our website; or
- 9.6.5 to disclose their Personal Information to any third party as set out below:
- 9.6.5.1 to our employees and/or third party service providers who assist us to interact with data subjects via our website, for the ordering of goods or services or when delivering goods or services to data subjects, their personal and contact information being essential in order to assist us to communicate with the data subjects properly and efficiently;



- 9.6.5.2 to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with data subjects via email or any other method for purposes of sending data subjects marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless the data subjects have opted out from receiving marketing material from us);
- 9.6.5.3 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of Personal Information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity;
- 9.6.5.4 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, these service providers may only use data subjects information in connection with the services they perform for us and not for their own benefit;
- 9.6.5.5 to our suppliers in order for them to liaise directly with data subject regarding any defective goods or services which requires their involvement;
- 9.6.5.6 to any third-party seller for purposes of sending data subjects an invoice for any goods purchased from such third-party seller, which disclosed information will be limited to data subjects' email addresses;
- 9.7 We are entitled to use or disclose data subjects' Personal Information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, we are entitled to disclose relevant Personal Information for criminal investigation purposes or in line with any other legal obligation for disclosure of the Personal Information which may be required of it.
- 9.8 Data subjects' privacy is important to us and we will therefore not sell, rent or provide their Personal Information to unauthorised third parties for their independent use, without their consent.
- 9.9 We will not process personal information concerning:

- 9.9.1 the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or
- 9.9.2 the criminal behaviour of a data subject to the extent that such information relates to i) the alleged commission by a data subject of any offence; or ii) any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings.

unless

- 9.9.2.1 the data subject has given us specific consent to process such data; or
- 9.9.2.2 processing is necessary for the establishment, exercise or defence of a right or obligation in law;
- 9.9.2.3 processing is necessary to comply with an obligation of international public law; or
- 9.9.2.4 processing is for historical, statistical or research purposes to the extent that: (i) the purpose serves a public interest or (ii) requesting consent would constitute an unreasonable requirement in the circumstances.

9.10 In line with our obligations in terms of section 22 of the POPI Act, where there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person, we will notify the Information Regulator and the data subject, where possible.

9.11 When data subjects provide a rating or review of our services and/or goods, they consent to us using that rating or review as we deem fit, including without limitation, on our website, in newsletters or other marketing material. The name that will appear next to that rating or review is their first name, as they would have provided. We will not display their surname, nor any of their contact details, with a rating or review.

9.12 We will:

- 9.12.1 treat data subjects' Personal Information as strictly confidential, save where we are entitled to share it as set out in this section;

- 9.12.2 take appropriate technical and organisational measures to ensure that data subjects' Personal Information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - 9.12.3 provide data subjects with access to their Personal Information to view and/or update personal details;
  - 9.12.4 promptly notify data subjects if we become aware of any unauthorised use, disclosure or processing of their Personal Information;
  - 9.12.5 provide data subjects with reasonable evidence of our compliance with our obligations under this section on reasonable notice and request; and
  - 9.12.6 upon data subjects request, promptly return or destroy any and all of their Personal Information in our possession or control, save for that which we are legally obliged to retain.
- 9.13 We will not retain data subjects' Personal Information longer than the period for which it was originally needed, unless we are required by law to do so, or they consent to us retaining such information for a longer period.
- 9.14 We undertake never to sell or make data subjects' Personal Information available to any third-party other than as provided for in this section.
- 9.15 Whilst we will do all things reasonably necessary to protect data subjects' rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of data subjects' Personal Information, whilst in our possession, made by third parties who are not subject to our direct control, unless such disclosure is as a result of our gross negligence.
- 9.16 Should a data subject believe that we have used their Personal Information contrary to this Manual and the provisions of the POPI Act, the data subject should first attempt to resolve any concerns with us. If the data subject is not satisfied, they have the right to lodge a complaint with the Information Regulator (which address can be found herein below), established in terms of the POPI Act.



The Information Regulator (South Africa)  
 SALU Building  
 316 Thabo Sehume Street  
 Pretoria  
 0004

10 **TRANSBORDER FLOWS OF PERSONAL INFORMATION** – (section 51(1)(iv) of PAIA and section 18(1)(g) of the POPI Act.

10.1 The Private Body may from time to time need to transfer authorised Personal Information to another country for storage purposes or for the rendering of services by a foreign third-party service provider or otherwise. We will ensure that any person that we pass data subjects' Personal Information to agrees to treat their information with the same level of protection as we are obliged to in terms of section 72 of the POPI Act.

11 **SECURITY MEASURES TO PROTECT PERSONAL INFORMATION** – Section 51(1)(v)

11.1 The security measures implemented by the Private Body to ensure the confidentiality, integrity and availability of Personal Information, are listed and described below:

<u>PHYSICAL SECURITY MEASURES:</u>	<u>CYBER SECURITY MEASURES:</u>
Access control to the premises and certain key areas, which access is restricted to authorised personnel	
Devices and user stations are password protected	



PHYSICAL SECURITY MEASURES:	CYBER SECURITY MEASURES:
Devices (laptops or otherwise) and user stations are safely secured by case lock or otherwise when not in use	
Security gate	

12 **UPDATES TO THE MANUAL** – Section 51(2)

The Private Body may update this manual every six months or from time to time as it may deem necessary.

SIGNED at Bellville on 7 June 2021

\_\_\_\_\_  
THE HEAD OF THE PRIVATE BODY



**FORM C**

**PRESCRIBED FORM: REQUEST FOR ACCESS TO RECORD OF PRIVATE BODY**

**(Section 53(1) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000))**

**[Regulation 10]**

**A. Particulars of private body**

The Head:

--

**B. Particulars of person requesting access to the record**

- |   |
|---|
| (a) The particulars of the person who requests access to the record must be given below.<br>(b) The address and/or fax number in the Republic to which the information is to be sent must be given.<br>(c) Proof of the capacity in which the request is made, if applicable, must be attached. |
|---|

Full names and surname: .....

Identity number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Postal address: .....

Telephone number: (.....) ..... Fax number: (.....) .....

E-mail address: .....

Capacity in which request is made, when made on behalf of another person:

--

**C. Particulars of person on whose behalf request is made**

This section must be completed ONLY if a request for information is made on behalf of another person.
---

Full names and surname: .....

Identity number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**D. Particulars of record**

- |  |
|--|
| (a) Provide full particulars of the record to which access is requested, including the reference number if that is known to you, to enable the record to be located. |
| (b) If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.          |

1. Description of record or relevant part of the record:

.....

.....

.....

.....

2. Reference number, if available:

.....

.....

.....

3. Any further particulars of record:

.....

.....

.....

**E. Fees**

- (a) A request for access to a record, other than a record containing personal information about yourself, will be processed only after a request fee has been paid.
- (b) You will be notified of the amount required to be paid as the request fee.
- (c) The fee payable for access to a record depends on the form in which access is required and the reasonable time required to search for and prepare a record.
- (d) If you qualify for exemption of the payment of any fee, please state the reason for exemption.

Reason for exemption from payment of fees:

.....

.....

.....

.....

**F. Form of access to record**

If you are prevented by a disability to read, view or listen to the record in the form of access provided for in 1 to 4 below, state your disability and indicate in which form the record is required.

Disability: \_\_\_\_\_ Form in which record is required: \_\_\_\_\_

Mark the appropriate box with an **X**.

NOTES:

- (a) Compliance with your request for access in the specified form may depend on the form in which the record is available.
- (b) Access in the form requested may be refused in certain circumstances. In such a case you will be informed if access will be granted in another form.
- (c) The fee payable for access to the record, if any, will be determined partly by the form in which access is requested.

<b>1. If the record is in written or printed form:</b>					
	copy of record*		inspection of record		
<b>2. If record consists of visual images - (this includes photographs, slides, video recordings, computer-generated images, sketches, etc.):</b>					
	view the images		copy of the images*		transcription of the images*
<b>3. If record consists of recorded words or information which can be reproduced in sound:</b>					
	listen to the soundtrack (audio cassette)		transcription of soundtrack* (written or printed document)		
<b>4. If record is held on computer or in an electronic or machine-readable form:</b>					
	printed copy of record*		printed copy of information		copy in computer readable form* (stiffy or compact disc)
*If you requested a copy or transcription of a record (above), do you wish the copy or transcription to be posted to you?  Postage is payable.				YES	NO

**G. Particulars of right to be exercised or protected**

If the provided space is inadequate, please continue on a separate folio and attach it to this form.  
**The requester must sign all the additional folios.**

1. Indicate which right is to be exercised or protected:

.....

.....

.....

2. Explain why the record requested is required for the exercise or protection of the aforementioned right:

.....

.....

.....

**H. Notice of decision regarding request for access**

You will be notified in writing whether your request has been approved / denied. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

How would you prefer to be informed of the decision regarding your request for access to the record?

.....

Signed at ..... this day..... of .....year .....

.....

**SIGNATURE OF REQUESTER /**

**PERSON ON WHOSE BEHALF REQUEST IS MADE**

**1. INTRODUCTION**

1.1 Patriot Outdoors (Pty) Ltd is a private company registered in terms of the laws of the Republic of South Africa, with registration number 2019/448114/07, with its physical address at Baruch Park Unit 6, South Corner of Viro Crescent and Buchan Street, Stikland, Cape Town, 7530, ("Patriot" or "We").

1.2 PATRIOT carries on the business of the sale of FX Airguns, Element Optics and Slugs, ("Goods"). The detailed descriptions and specifications of the Goods appear on PATRIOT's website. PATRIOT may add additional goods or categories of goods at any time and these terms shall apply to those additional goods and all goods sold by PATRIOT from time to time.

1.3 PATRIOT sells the Goods from its physical store as well as online via its various online stores which can be accessed at [www.patriot-outdoors.com](http://www.patriot-outdoors.com), (for brand and other information), <https://shop.patriot-outdoors.com>, (for sale of Goods except slugs), and [www.patriot-slugs.com](http://www.patriot-slugs.com) (for the sale of slugs), ("the Website"). The Website is owned and operated by PATRIOT.

1.4 These terms and conditions of use and sale, ("Terms"), will govern the ordering, sale, delivery and use of the Goods, via the Website or otherwise, as well as the use of the Website. Please read them carefully.

1.5 The Terms will be binding on every user of the Website, (referred in these Terms as "User" or "You" or "Your"). Your placement of an order (i) warrants that You have read and understood these Terms as well as any policies displayed on the Website (ii) indicates Your acceptance of these Terms and Your agreement to be bound by them, (iii) warrants and represents to PATRIOT that You are legally entitled to purchase the Goods and that all the details You have provided are true and complete. If You disagree with these terms and conditions then You must not use the Website.

1.6 The Website enables a User, *inter alia*, to shop and purchase the Goods online.

**2. CONSUMER PROTECTION ACT**

2.1 These Terms may: (i) require the User to indemnify PATRIOT, (ii) limit PATRIOT's risk or liability in respect of the use of the Website or purchase of the Goods and create risks and liabilities for the Users. Accordingly, Users who are consumers, for the purposes of the Consumer Protection Act, 68 of 2008, ("CPA"), must be aware of these Terms as they are important and must be carefully considered. PATRIOT hereby specifically draws the importance of these Terms to Your attention.

2.2 It is Your responsibility, before using the Website, to request clarification of any of these Terms and conditions from PATRIOT if You do not understand its/their meaning.

2.3 These Terms do not intend, in any way, to limit the provisions of the CPA.

**3. ONLINE REGISTRATION**

3.1 In order to purchase Goods, (other than slugs), You shall be required to register on the relevant Website.

3.2 Registration and/or use of the PATRIOT Website by You constitutes and confirms Your acceptance of these Terms which Terms shall apply as between PATRIOT and Yourself, as set out above.

3.3 Registration on the Website is free and does not oblige You to purchase any Goods.

3.4 Upon registration on the Website You will be required to select a unique username and password which will be encrypted and securely stored on our database. Users will be responsible for the safe storage of their usernames and passwords. PATRIOT accepts no liability for any damages suffered or losses incurred as a result of the misuse or loss of Your password. In this regard You represent and warrant that Your username and password shall (i) be used only for personal reasons, and (ii) shall not be disclosed to any third party. A correct username and password shall be required to order and purchase Goods.

3.5 Should You suspect that Your account or Your password has been compromised You shall immediately inform PATRIOT in order to mitigate any losses which may occur therefrom. You will remain liable for Orders even where there has been unlawful use of your account.

**4. PRIVACY**

4.1 Upon registering on the Website and in the course of placing orders for Goods or during the course of participating in any competitions, it is anticipated that You will disclose private information to PATRIOT, including but not limited to (i) Your name and surname, (ii) contact information, (iii) address, (iv) gender, (v) date of birth.

4.2 In line with data protection legislation, PATRIOT shall not use any of Your personal information otherwise than set out in its prevailing privacy policy.

**5. ORDERS, AVAILABILITY, CONFIRMATION AND ACCEPTANCE**

5.1 Users may place orders for Goods on the Website. Goods will be listed and displayed on the Website and will be accompanied by a description and the general specification of the Good, as well as, in most instances, by images. All images displayed will be done so for marketing purposes and the actual Goods supplied may not be identical. Unless otherwise specified, accessories included in those images are not included in the price of the Goods and must be purchased separately. Full specifications or further information about Goods (excluding slugs) can be obtained on request by email to [info@patriot-outdoors.com](mailto:info@patriot-outdoors.com), and in respect of slugs, [info@patriot-slugs.com](mailto:info@patriot-slugs.com).

5.2 Users shall add Goods to their basket and once completed, shall proceed to checkout.

5.3 Adding Goods to Your basket shall constitute an offer by You to purchase Goods. PATRIOT is not obliged to accept Your offer prior to payment. By placing Goods in the basket will not have the effect of reserving those Goods and they may still be purchased by another User who checks out first.

5.4 PATRIOT's acceptance of an offer to purchase Goods depends on a number of factors including, but not limited to (i) availability of the Goods, (ii) the correctness of the

information relating to the Goods (incorrect pricing may occur from time to time), and (iii) receipt of payment for the Goods.

5.5 Following payment, PATRIOT will, subject to the above, confirm acceptance of Your offer by sending an email of acceptance of the Order to You, at which point a binding sale of Goods shall come into effect.

5.6 Before a binding sale of Goods comes into effect PATRIOT may make adjustments to the order such as to the purchase price to make allowance for errors in the listing price and to the delivery date, to allow for errors in stock availability. PATRIOT shall notify You electronically of any adjustments to the order. Should the order be adjusted You will have 7 (seven) days within which to withdraw Your offer to purchase the Goods without any penalty.

5.7. Should PATRIOT be unable to fulfil Your Order it may decline Your offer to purchase Goods PATRIOT or cancel the Order and shall notify You as soon as possible after the order was placed subject to a full refund. You will have no claim against PATRIOT for any cancelled orders.

5.8 PATRIOT will do its best to ensure availability of stock however stock is limited and acceptance of Your offer shall be subject to availability of the relevant Goods. PATRIOT cannot provide any guarantees as to the availability of Goods from time to time. If Goods are no longer in stock or available, PATRIOT shall inform You and refund You any amounts already paid for those Goods. PATRIOT shall not be liable, other than to issue refunds, in this regard.

5.9 The Website shall indicate availability of stock and You may contact [info@patriot-outdoors.com](mailto:info@patriot-outdoors.com) for further information on stock availability. While PATRIOT shall use its best efforts to ensure that the stock availability information is correct, errors may occur from time to time and PATRIOT cannot and does not guarantee the correctness of such information.

5.10 PATRIOT reserves the right to withdraw and add Goods to its product offering at any time and without notice. PATRIOT shall not be liable whatsoever in respect of any changes to its Goods stocked from time to time.

**6. THE PRICE AND PAYMENT**

6.1 The price for Goods shall be listed on the Website alongside the relevant Good's description. All prices displayed on the Website are quoted in South African Rand (ZAR), include Value Added Tax, ("VAT") at the rate of 15% (fifteen percent) and are only applicable within in the Republic of South Africa.

6.2 Prices on the Website are subject to supplier price and exchange rate fluctuations, manufacturers prices as well as other variables and are constantly updated and subject to change without notice.

6.3 All payments for Goods must be made through PATRIOT's selected payment gateway, Payfast, a third-party service provider. PATRIOT does not accept EFT's or other forms of payment for Goods.

6.4 PATRIOT shall not be liable for any losses suffered, whatsoever, as a result of the actions of omissions of Payfast, which shall be entirely out of PATRIOT's hands.

6.5 No Goods shall be despatched or delivered or made available for collection, and no offer shall be accepted by PATRIOT prior to the receipt of cleared payment.

**7. DELIVERY**

7.1 PATRIOT shall offer two methods of delivery (i) delivery within the Republic of South Africa by courier or (ii) self-collection from PATRIOT's premises at Baruch Park Unit 6, South Corner of Viro Crescent and Buchan Street, Stikland, Cape Town, 7530 or as otherwise directed in writing. The User shall select their preferred mode of delivery upon checkout.

7.2 Delivery costs are based on both the area for delivery as well as the weight and dimensions of the Goods to be delivered and shall be quoted separately from the price of the Goods. All delivery charges will be paid at checkout and in any event must be paid prior to the release of any Goods.

7.3 PATRIOT shall make reasonable efforts to deliver the Goods, or make them available for collection, as soon as possible after Your order has been placed however the estimated delivery time shall be 10 business days. PATRIOT will not be liable for any loss or damage suffered by You through reasonable or unavoidable delays in delivery given that delivery shall be affected by third party couriers over whom PATRIOT does not exercise direct control. In all cases time for delivery shall not be of the essence.

7.4 PATRIOT shall provide You with a tracking number in respect of the Goods when in transit.

7.5 Deliveries will be affected between Mondays and Fridays between 8am and 5pm only.

7.6 Delivery shall be deemed to have been properly affected or carried out if the Goods are left with a seemingly responsible person at Your specified delivery address during ordinary working hours. PATRIOT shall not be responsible for the failure to deliver the Goods, or late delivery thereof, as a result of the courier being unable to access the delivery address, or failure to accept delivery, unless same is caused by the courier.

7.7 Risk of damage, loss and destruction shall pass to You when the Goods are collected by the courier. Goods may be insured against breakage, loss or hi-jack from the time of dispatch until delivery, should You wish to insure them however special arrangements must be made with PATRIOT in that regard. The cost of such insurance shall be borne by Yourself and must be requested when placing an order.

**8. DAMAGE OR WRONG GOODS ON DELIVERY**

When the Goods are delivered You are required to inspect them. If upon inspection You find that the Goods are damaged or are not the Goods that You originally ordered, You can refuse to accept delivery. At Your request the correct Goods will be replaced and redelivered to You at no extra cost. Alternatively, You can cancel the order and request a full refund of the amounts You already paid in respect of those Goods.



## 9. ERRORS

9.1 In the event that Goods are mispriced, PATRIOT, at its sole discretion, may (i) if an item is priced lower than the price listed on the Website, cancel the order or charge You the lower amount, (ii) if an item is priced higher than the price listed on the Website, either contact You for instructions or cancel Your order and notify You of such cancellation following which a refund will be issued.

9.2 PATRIOT shall take reasonable efforts to ensure that all information about the Goods are accurate however should there be errors on the Website, not arising due to PATRIOT's gross negligence, then PATRIOT shall not be liable for any loss, claims or expenses of any kind, except to refund You the amount paid for the Goods, where appropriate.

9.3 In the event that a User becomes aware of an error on the Website, the User should bring it to PATRIOT's attention by way of email to [info@patriot-outdoors.com](mailto:info@patriot-outdoors.com).

## 10. CANCELLATIONS AND RETURNS

10.1 You are advised to choose Your Goods carefully. PATRIOT does not give refunds if You simply change Your mind or make the wrong decision.

10.2 Cancellation of an order by a User shall only be accepted within 24 (twenty four) hours of acceptance of such order, before the Goods have been dispatched and is subject to a cancellation fee equal to 15% (fifteen percent) of the price of the Goods ordered.

10.3 Where the User has the right to return Goods, under this clause, the User shall do so by returning the Goods, undamaged in any manner, together with all packing materials and documentation to PATRIOT at the User's own cost, unless otherwise specified herein, in order to successfully return the Goods and also to avoid any penalties.

10.4 All returned or exchanged items must be in new condition, in their original box, and must include all packing material, blank warranty cards, manuals, and all accessories failing which PATRIOT may not accept the return.

10.5 Defective Goods may be returned for repair, exchange or refund for a period of 6 (six) months following delivery.

10.6 You may also return Goods within 10 (ten) business days for a full refund where (i) the sale was as a result of direct marketing, (ii) You were not able to inspect the Goods before delivery and they differ materially to what You had reasonably envisaged, (iii) incorrect Goods are delivered (return being for PATRIOT's cost) and (iv) where the Goods are not fit for the purpose that was communicated to PATRIOT, PATRIOT having sold those Goods for that specific purpose. In all cases the return is subject to the Goods being returned in the condition set out in this clause and at Your cost, except in the case of (iii) which will be at PATRIOT's cost. The specific requirements for the above-mentioned list of circumstances giving rise to refunds shall be further set out in the CPA and You are referred to that legislation.

10.7 You may lose Your right to return Goods if: (i) the Goods have been disassembled, altered, permanently installed, affixed, or combined with other goods or (ii) any law or regulation prohibits same.

## 11. WARRANTIES

11.1 All Goods shall carry their manufacturer's warranties and guarantees only, copies of which can be supplied to You on request, which terms are specifically incorporated herein by reference.

11.2 To the extent that the Good/s are altered, contrary to the instructions, or after having been delivered to You delivery address stipulated by You, the Good/s have been subjected to misuse or abuse, PATRIOT and/or the manufacturer of the Good/s will not be obliged to honour any warranties applicable to such Good/s.

11.3 Warranties do not apply to ordinary wear and tear.

11.4 PATRIOT provides no warranties or guarantees, implied or otherwise, to the User, other than those in these Terms.

11.5 The User warrants that he/she is over the age of 18 years old and has full legal capacity to act.

11.6 The User warrants that he/she will not in anyway use the Website to distribute material which is defamatory, offensive, amounts to hate speech or is otherwise unlawful.

## 12. LIMITATION OF LIABILITY

12.1 The User agrees that the sole and exclusive maximum liability arising from any Good/s sold on the Website shall be the price of the Goods ordered. Under no circumstances shall PATRIOT, its' officers or other representatives be held liable for direct, indirect, special, incidental or consequential damages including but not limited to harm to any property and/or personal injury or death arising out of the use, or the inability to use Goods sold on this Website. PATRIOT will at no time be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website.

12.2 The User will indemnify and hold PATRIOT harmless against any claim made by a third party against PATRIOT in respect of the use of the Goods.

12.3 PATRIOT specifically refers the User to an article entitled "**The Airgun Safety Guide & Laws in South Africa**" published by the South African Hunter Field Target Association and available at <https://sahfta.org.za/airgun-safety-guide-laws-in-south-africa/#> which the User is referred to and directed to read and understand in to better understand proper airgun safety.

## 13. INTELLECTUAL PROPERTY

13.1 All of the intellectual property relating to the Website and the content constitutes intellectual property to PATRIOT and is owned by PATRIOT.

13.2 This Website is owned and operated by PATRIOT. All items appearing on the Website are the sole property of PATRIOT. The content of the Website may be used only for the purpose of shopping or placing orders for Goods and where relevant services. No items from the Website may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without the express written permission of PATRIOT. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on the Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

13.3 All intellectual property rights which form part of the Website are owned by PATRIOT. Such rights are protected by both South African and international intellectual property laws. All data and information communicated to or from this Website as well as the database is the sole property of PATRIOT.

13.4 Any use of materials on the Website other than for the purpose noted is prohibited and constitutes an unlawful infringement of the intellectual property rights of PATRIOT and/or such trademark and/or copyright owner.

## 14. AVAILABILITY OF THE WEBSITE

14.1 PATRIOT will use its reasonable endeavours to maintain an acceptable level of uptime in respect of the Website, comparable to the industry standard, and to schedule routine maintenance during low traffic periods, which may be done without notice to the Users.

14.2 PATRIOT shall not be liable for any interruption to the ordering and other services offered on its Website caused by scheduled or unscheduled downtime.

14.3 PATRIOT shall be entitled to modify any information on the Website from time to time and without notice to the Users.

14.4 PATRIOT may suspend any User's registration and use of the Website for any reason including their breach of any of these Terms or cases of suspected fraud. PATRIOT shall not be liable to any such User in respect of their inability to use the Website, it being agreed that the right of access to the Website is reserved.

## 15. COMPLAINTS

To report service which did not meet Your expectations or to lodge any complaints kindly contact our General Manager, Wentzel Jonker by email [info@patriot-outdoors.com](mailto:info@patriot-outdoors.com) (for Goods and services not relating to the sale of slugs), or [info@patriot-slugs.com](mailto:info@patriot-slugs.com) (for the sale of slugs).

## 16. PROPER LAW AND JURISDICTION

These Terms are subject to the law of the Republic of South Africa. The User consents to the jurisdiction of the Magistrate's Court, with territorial jurisdiction, in respect of any action arising herefrom and notwithstanding the amount of that claim. Nothing prevents either party to bring action in another appropriate court or forum including a forum set out in the CPA.

## 17. FORCE MAJEURE

PATRIOT shall be entitled to suspend access to the Website and cancel orders (without liability) in the event that PATRIOT's performance is hindered or prevented by strikes or other trade disputes, riots, war (declared or undeclared), acts of civil insurrection, fire, flood, pandemic, (such as COVID-19), accident or other cause beyond the control of PATRIOT preventing it from performing.

## 18. MISCELLANEOUS

18.1 If any provision of these Terms is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of the remaining terms.

18.2 These Terms constitute the whole agreement between the parties relating to the subject matter hereof. Any indulgence of extension of time granted by PATRIOT to You shall not be construed as a waiver or variation of any of our rights or remedies.

18.3 This website is governed by the laws of South Africa and PATRIOT chooses [info@patriot-outdoors.com](mailto:info@patriot-outdoors.com), alternatively Baruch Park Unit 6 South Corner of Viro Crescent and, Buchan Street, Stikland, Cape Town, 7530 as its *domicilium citandi et executandi* for all purposes under these Terms, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

## 19. PRIVACY POLICY

19.1 This privacy policy is complementary to, and should be read and understood with, the updated Terms of use of the Website, defined as [www.patriot-outdoors.com](http://www.patriot-outdoors.com), (for brand and other information), <https://shop.patriot-outdoors.com>, (for sale of Goods except slugs) and [www.patriot-slugs.com](http://www.patriot-slugs.com) (for the sale of slugs).

19.2 We respect Your privacy and will use our best endeavours to protect it, as set out herein below.

19.3 The purpose of this privacy policy is to set out how We collect, use, share and otherwise process Your personal information when You use the Website, register or apply online for any of our Goods or services, or when You contact us electronically or provide Your information pursuant to a competition.

19.4 Should You decide to register as a User on the Website, We may require You to provide us with personal information which includes but is not limited to –

19.4.1. Your name and surname;

19.4.2. Your email address;

19.4.3. Your physical address;

19.4.4. Your gender;

19.4.5. Your mobile number; and

19.4.6. Your date of birth.

19.5. You have the right to object to the processing of Your personal information. It is voluntary to accept these terms and conditions. However, We require Your acceptance to enable You to use this Website and to provide You with access to purchase our Goods and/or services.

19.6. You have an obligation to notify us, as soon as reasonably possible, if any of Your personal information held by us changed or is no longer valid to ensure our records are up to date. You can update Your personal information telephonically or per email.

19.7. You may choose to provide additional personal information to us, in which event You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent Your affiliation with anyone or anything.

19.8. We will not, without Your express consent use Your personal information for any purpose, other than as set out below:

19.8.1 in relation to the ordering, sale and delivery of our Goods;

19.8.2 to contact You regarding current or new Goods or services or any other Goods offered by us or any of our divisions, affiliates and/or partners (unless You have opted out from receiving marketing material from us);

19.8.3 to inform You of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless You have opted out from receiving marketing material from us); and

19.8.4 to improve our product selection and Your experience on this Website by, for example, monitoring Your browsing habits, or tracking Your sales on this Website; or

19.8.5 disclose Your personal information to any third party other than as set out below:

- to our employees and/or third party service providers who assist us to interact with You via the Website, by email or any other method, for the ordering of Goods or when delivering Goods to You, and thus need to know Your personal information in order to assist us to communicate with You properly and efficiently;
- to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with You via email or any other method for purposes of sending You marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless You have opted out from receiving marketing material from us);
- to law enforcement, government officials, fraud detection agencies or other third parties when We believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms;
- to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However these service providers may only use Your information in connection with the services they perform for us and not for their own benefit;
- to our suppliers in order for them to liaise directly with You regarding any faulty Goods You have purchased which requires their involvement; and
- to any third-party seller for purposes of sending You an invoice for any Goods purchased from such third-party seller, which disclosed information will be limited to Your email address;
- to any third party service provider during the course of conducting any competitions for the purpose of collecting and storing Your entry information and selecting a winner only.

19.9 We are entitled to use or disclose Your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, We are entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

19.10 We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) with access to Your personal information are bound by appropriate and legally binding confidentiality obligations in relation to Your personal information.

19.11 If You share Your personal information with any third parties, We will not be responsible for any loss suffered by You.

19.12 You agree that We may transfer Your personal information outside of South Africa if You give us an email address that is hosted outside South Africa. We will ensure that any country, company or person that We pass Your personal information to agrees to treat Your information with the same level of protection as We are obliged to.

19.13 Your privacy is important to us and We will therefore not sell, rent or provide Your personal information to unauthorised third parties for their independent use, without Your consent.

19.14 When You provide a rating or review of our services and/or Goods, You consent to us using that rating or review as We deem fit, including without limitation, on the Website, in newsletters or other marketing material. The name that will appear next to that rating or review is Your first name, as You would have provided upon registration. If You do not agree to this, please do not put any ratings or reviews on the Website. We will not display Your surname, nor any of Your contact details, with a rating or review.

19.15 We will -

19.15.1 treat Your personal information as strictly confidential, save where We are entitled to share it as set out in this policy;

19.15.2 take appropriate technical and organisational measures to ensure that Your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

19.15.3 provide You with access to Your personal information to view and/or update personal details;

19.15.4 promptly notify You if We become aware of any unauthorised use, disclosure or processing of Your personal information;

19.15.5 provide You with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

19.15.6 upon Your request, promptly return or destroy any and all of Your personal information in our possession or control, save for that which We are legally obliged to retain.

19.16 We will not retain Your personal information longer than the period for which it was originally needed, unless We are required by law to do so, or You consent to us retaining such information for a longer period.

19.17 We undertake never to sell or make Your personal information available to any third-party other than as provided for in this policy.

19.18 Whilst We will do all things reasonably necessary to protect Your rights of privacy, We cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of Your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

19.19 Kindly advise if You do not wish to receive any direct telephone marketing or to receive any direct electronic marketing from us. We will store Your personal information for the purpose to action this request and action it as soon as reasonably possible.

19.20 In the event that We become involved in a proposed or actual merger, acquisition or any form of sale of any assets, We have the right to share Your personal information with the third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to Your personal information. The terms of this privacy policy will continue to apply.

19.21 We may amend this privacy policy at any time. We will give You notice of any material changes within a reasonable time, however, We recommend that You familiarise Yourself with this privacy policy regularly.

19.22 The latest and most recent version of this privacy policy will govern the respective rights and obligations between You and us each time that You access and use the Website.

19.23 This privacy policy is governed by the laws of the Republic of South Africa, and You consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.

19.24 Should You believe that We have used Your personal information contrary to this privacy policy, You must first attempt to resolve any concerns with us. If You are not stratified after this process, You have the right to lodge a complaint with the Information Regulator (which address can be found herein below), under the Protection of Personal Information Act, No. 4 of 2013.

*The Information Regulator (South Africa)*

*SALU Building*

*316 Thabo Sehume Street*

*Pretoria*

*0004*

## **20. COOKIES POLICY**

20.1 The Website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which We may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify You. If You do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows You to deny or accept the cookie feature. Please note that cookies may be necessary to provide You with certain features available on the Website, and thus if You disable the cookies on Your browser You may not be able to use those features, and Your access to our Website will therefore be limited.

20.2 If You do not disable "cookies", You are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause.

20.3 To the extent that these Terms or the Website contains references to other websites, outside of PATRIOT's control, PATRIOT is not responsible for the practices and policies, privacy, cookies and otherwise, of those third-parties.

## **21. INFORMATION REQUIRED IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO 25 OF 2002 ("ECT ACT")**

21.1 For the purposes of the ECT Act, PATRIOT's information is as follows:

21.1.1 **Full name:** Patriot Outdoors (Pty) Ltd;

21.1.2 **Registration number:** 2019/448114/07;

21.1.3 **Main business:** the sale of FX Airguns, Element Optics and Slugs and other ancillary services;

21.1.4 **Office bearer:** Wentzel Jonker;

21.1.5 **Phone number:** +27(0)83 407 2257;

21.1.6 **Official email address:** [info@patriot-outdoors.com](mailto:info@patriot-outdoors.com).

## **22. GUN CONTROL OF AIRGUNS UNDER THE FIREARMS CONTROL ACT 60 OF 2000, ("FCA")**

22.1 In terms of section 3 of the FCA no person may possess a firearm unless he or she holds a license or permit issued in terms of the FCA. In terms of section 5 of the FCA, an airgun is not regarded as a firearm. An airgun is defined as a device manufactured to discharge a bullet or any other projectile of a caliber of less than 5.6mm (.22 caliber), by means of compressed gas and not be means of burning propellant. Accordingly, airguns with less than 5.6mm, (.22 caliber) do not have to be licenced.

22.2 Please note that notwithstanding that these airguns, as defined, do not need to be licenced there are still many prohibitions with regards to the use of airguns. It is an offence to:

22.2.1 cause bodily injury to any person or cause damage to property of any person by negligently using an airgun;

22.2.2 discharge or otherwise handle an airgun in a manner likely to injure or endanger the safety or property of any person or with reckless disregard for the safety or property of any person;

22.2.3 have control of a loaded airgun in circumstances where it creates a risk to the safety or property of any person and not to take reasonable precautions to avoid the danger.

22.2.4 handle an airgun while under the influence of a substance which has an intoxicating or a narcotic effect;

22.2.5 give control of an airgun to a person whom you know, or ought reasonably to have known— (a) to be mentally ill; or (b) to be under the influence of a substance which has an intoxicating or a narcotic effect;

22.2.6 to point an airgun, whether or not it is loaded or capable of being discharged, at any other person, without good reason to do so or to do anything which is likely to lead a person to believe that it is a firearm, an antique firearm or an airgun at any other person, without good reason to do so.

22.2.7 to discharge an airgun in a built-up area or any public place, without good reason to do so.

22.3 The above is simply an excerpt from the FCA and is reproduced for the User's benefit. This is not a comprehensive overview nor an exhaustive list of rules relating to airguns and it is the User's responsibility to fully acquaint themselves with the laws relating to the use of airguns or to contact a specialist in the field to deal with any specific queries.