



Terms and Conditions

Introduction

- We Grow SA (“WGSA”) is the property of, and is administered and offered by, Digital Planet (Pty) Ltd (“DP”) on the WGSA website.
- These terms and conditions (“Terms and Conditions”) shall govern your use of the WGSA website, WGSA and any other services that may be available thereon.
- These WGSA Terms and Conditions are available at www.wegrowsouthafrica.co.za (“the Website”).
- By using the Website and WGSA, Users:
 - Acknowledge that you have been made aware of the provisions in the WGSA Terms and Conditions contained herein, and confirm you have been afforded an adequate opportunity to receive, consider and comprehend these provisions and acknowledge that by using this website, you are bound by these Terms and Conditions;
 - By use of the website, you accept the WGSA Terms and Conditions, as amended from time to time, in full; and
 - Warrant that you are at least 18 (Eighteen) years of age.
- By registering with WGSA, you warrant that you are entitled to transmit any information, material, media, data and/or documentation via the Website, and are entitled to use any of the services offered on the Website.

Redemption of vouchers

- Each voucher contains various Education Partners and a User may choose to redeem any and all discounts offered by each Education Partner. This is limited to one redemption per Partner.
- A User will select the Partners it wishes to sign up for, and based on the platforms selected, the User will receive a unique code for each of the selections, as well as a URL link to the relevant education platform, to redeem the discount and activate the subscription for the course.
- The voucher shall provide the User with limited access to the course selected, for a trial period as stipulated on the voucher, at either no rate or at a discounted subscription rate, as the case may be.

Voucher gifting option

- The WGSA voucher contains various Education Partners and a User may choose to redeem any and all discounts offered or the User may choose the Gifting Option, in terms of the Gifting Option, a User may choose to gift a third party with one of the vouchers offered by an Education Partner, either at no rate or at a discounted subscription rate, as the case may be.
- In terms of the Gifting Option a User may select a specific Education Partner from the list of Education Partner vouchers offered and contained in the WGSA voucher either at no rate or at a discounted subscription rate to gift to a third party.
- The Gifting Option is offered free of charge to the third party and under no circumstances can the voucher be sold to a third party for cash.

- By the User choosing the Gifting Option, the user confirms that they are authorised to provide such third party's information as per 6.4 below.
- The third party has the option to accept or reject the voucher via email. Should the third party accept the voucher, it will be deemed that the third-party consents to the processing of their personal information.
- The third party should they choose to accept the voucher via email, will have the option to go on the WGSA website and register as a User, alternatively the third party may go directly to the partner website and redeem the Gifting Option i.e. register or subscribe for the course gifted, directly on the partner website.
- Only in the instance that the third-party chooses to register as a User on the WGSA website, shall WGSA retain that third party's personal information.
- The third party shall also have the option to unsubscribe from the WGSA User mailing list should they wish to do so.

Copyright notice

- Subject to the express provisions of these Terms and Conditions:
 - Digital Planet (Pty) Ltd owns and controls all the copyright and other intellectual property rights in the Website and the material on the Website; and
 - all the copyright and other intellectual property rights on the Website and the material on the WGSA website are reserved.

Changes to these terms and conditions

- WGSA in its sole discretion, reserves the right to revise and vary these Terms and Conditions from time to time.
- The revised Terms and Conditions shall apply to the use of the Website from the date of publication of the revised Terms and Conditions on the Website. Once published on the website, it will be deemed that the User acknowledges and accepts the revised Terms and Conditions.
- It is the Users responsibility to regularly check these Terms and Conditions and make sure that the User familiarises themselves with the changes. The User must not use this Website if they do not agree to the revised Terms and Conditions.
- Any revision will only apply to the User's use of this Website after the change is displayed on the Website.

Privacy policy

- Digital Planet respects the Users privacy and shall take all reasonable measures to protect it.
- In terms of this website, the User may gift a third party with a voucher, this would require details of the third party as stipulated in 6.4. By the User choosing the gifting option, the user confirms that they are authorised to provide such third party's information.
- The third party has the option to accept or reject the voucher via email. Should the third party accept the voucher, it will be deemed that the third-party consents to the processing of their personal information as per 6.4. Should the third party reject the voucher, their personal information will be deleted from the system.

- Should the User decide to register as a User on the Website, Digital Planet may require the User to provide us with the information that includes but is not limited to the following:
 - The User's name and surname;
 - The User's email address; and
 - The User's mobile number

Restrictions

- The User is specifically restricted from all of the following:
 - Publishing any of the Website material in any other media;
 - Selling, sublicensing and/or otherwise commercializing any of the Website material;
 - Publicly disseminating and/or showing any of the Website material;
 - Using the Website in any way that is or may be damaging to the Website;
 - Using the Website in any way that impacts other user access to the Website;
 - Using the Website contrary to applicable laws and regulations, or in any way that may cause harm to the Website, or to any person or business entity;
 - Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the Website; and
 - Using the Website to engage in any advertising or marketing.
- Certain areas of the Website are restricted from being accessed by the User, Digital Planet may further restrict access to any areas of this Website, at any time, at its absolute sole discretion.
- Any user ID and password the User may have for this Website are confidential and the User is responsible for maintaining the confidentiality thereof. The User shall be liable for all use conducted on their specified User Profile.

Warranties and Guarantees

- The Website, including links to other websites, is provided without any representations or warranties, express or implied. Digital Planet makes no representations or warranties in relation to the Website, or the information contained on the Website.
- Without prejudice to the generality of the foregoing, Digital Planet does not warrant that:
 - The Website will be constantly available, or available at all; or
 - The information on the Website is complete, updated and accurate.
- Nothing on the Website constitutes, or is meant to constitute, advice of any kind, including investment, financial, legal and tax advice. If you require advice in relation to any matter you should specifically consult an expert in these fields.
- Digital Planet reserves the right to discontinue or alter any or all of the services on the Website, and save to the extent expressly provided otherwise in these Terms and Conditions, the User shall not be entitled to any compensation or other payment upon the discontinuance or alteration of any such services, or in the event the WGSA website becomes unavailable or discontinued for any reason whatsoever.

- The Website may contain links or references to other websites (“ Third-Party Websites ”) which are outside of Digital Planet’s control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Digital Planet is not responsible for the practices and/or privacy policies of those Third-Party Websites and/ or the “cookies” that those Third-Party Websites may use.
- Notwithstanding the fact that the Website may refer to or provide links to Third-Party Websites, the Users use of such Third-Party Websites is entirely at the Users own risk and Digital Planet shall not, under any circumstances, be held responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the Users use of such Third-Party Websites or User reliance on any information contained thereon.

Limitations and exclusions of liability

- Digital Planet will not be liable to any person (whether under the law of contract, the law of delict or otherwise) in relation to the contents of (including technical inaccuracies and typographical errors), or use of, or otherwise in connection with, the Website: to the extent that the Website is provided free-of-charge, for any direct loss; for any indirect, special or consequential loss; or for any personal or business losses, loss of income, profits or anticipated investment returns, loss of reputation or goodwill, or loss or corruption of information or data.
- You accept that, as a limited liability company, Digital Planet’s limits the personal liability of its directors, officers, employees, representatives and agents. Users agree that they will not bring any claim personally against Digital Planet’s aforementioned persons in respect of any losses they may suffer in connection with the use of this Website. Without prejudice to the foregoing, Users agree that the limitations of warranties and liability set out in these limitations and exclusions of liability will protect Digital Planet’s aforementioned persons, agents, subsidiaries, successors, assigns and sub-contractors as well as holding and associated companies.
- By using this website, Users agree to be bound by the exclusions and limitations of liability set out in these Terms and Conditions.

User generated content

- With reference to the Website Terms and Conditions, “User Generated Content” shall mean any and all comments, and/or User reviews of any content displayed on the Website.
- By publishing any User Generated Content, the User grants Digital Planet the right to use such content to promote WGSA including but not limited to any marketing campaigns, any road shows and the User agrees that the content may be displayed in any and all media.

Assignment

- Digital Planet may assign, transfer, sub-contract or otherwise deal with its rights and/or obligations under these Terms and Conditions.

Law and jurisdiction

- These Terms and Conditions shall be governed by and construed in accordance with South African law.
- Any disputes relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.