

LAY-BY TERMS AND CONDITIONS

1. Game ("the Seller") and the Purchaser, whose full name and address appear in the Schedule on the reverse hereof (hereinafter referred to as "You"), hereby agree to the following terms and conditions with regard to the sale of the goods described in the Schedule ("the Goods");
2. You agree (i) to buy the Goods set out in the Schedule on lay-by; (ii) to pay for the Goods by making regular deposits until payment of the full purchase price, as set out in the Schedule; and (iii) that this agreement represents the entire agreement between You and the Seller;
3. You understand and agree that you will not become the owner of the Goods until you have paid the full purchase price for the Goods;
4. No interest or initiation fees will be charged on the lay-by;
5. You understand and agree that (i) the purchase price of the Goods includes tax at the current rate of tax; and (ii) if, at any time before you pay the full purchase price of the Goods, the tax rate is changed in relation to the supply of the Goods, we will be entitled to recover the tax increase from you prior to release of the Goods;
6. You must deposit the monthly instalments on or before the due dates indicated on the Schedule until the final payment date. All amounts must be deposited at the address of the store, as detailed in the Schedule, or via a direct payment into the bank account set out in the schedule;
7. The Seller shall furnish You with a copy of this agreement;
8. The Seller shall not increase the purchase price payable by you; or recover from you any amount in addition to the purchase price of the Goods;
9. You must collect the Goods within fourteen (14) days of payment of the full purchase price, failing which a reasonable storage fee may be levied and or the Seller terminates this agreed as stipulated hereunder;
10. Goods may only be collected from the original store of purchase and upon production of a copy of the layby agreement and valid identity document of the Purchaser;
11. At the Seller's discretion, certain merchandise may not qualify for purchase as Lay-by Goods;
12. If you terminate the agreement prior to its expiry date, the Seller shall within 5 business days refund you all monies paid by you in terms hereof prior to the date of such termination and the refund will be free of termination/cancellation penalty;
13. If You fail to fulfil your obligation to pay the balance of the purchase price in full by not later than the expiry date stated on the Schedule ("the Expiry Date"), the Seller shall be entitled, 60 business days after the Expiry Date, to terminate this agreement and, in that event, the Seller shall refund all payments made by you within 5 business days of termination of the agreement and the refund will be free of any termination/cancelation penalty;
14. A certificate signed by any of our managers (whose appointment and authority need not be proved) in which the amount of your indebtedness to us is stated, shall be accepted as sufficient

proof of your indebtedness in any legal proceedings and shall be regarded as correct unless you prove that the amount is incorrect;

15. If your contact details or address change, You must notify the Seller within seven (7) days of such change;

16. No failure or delay by a party to enforce or exercise a right in terms hereof will thereby be deemed to be a waiver or abandonment thereof;

17. The Seller shall be entitled at any time to assign its right, title and interest in, to and under this agreement to any other party. You shall not assign, or otherwise deal with any of your right, title and interest under this agreement nor agree to do any such thing without the prior written consent of the Seller, which the Seller may withhold at its absolute discretion;

18. Should the Seller be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as the Seller is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding event. In the event that such event continues for more than 14 days after it has first occurred then the Seller shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms by giving notice to you. An event outside the control of the seller shall mean any event or circumstance whatsoever which is not within the reasonable control of the Seller including, but not limited to, vis major, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement or any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage or transport facilities;

19. You hereby consent that we may institute any legal proceedings that have to do with this agreement on your account, in the Magistrate's Court, being any Magistrate's Court that has jurisdiction over this agreement. We may, however, choose to institute action against you in any other court having jurisdiction;

20. In this agreement, personal information means any and all information that you give to us which is personal to you (for example: your name, identity number, phone number, etc.), which we may store and process;

21. We will keep your personal information only for as long as we need to or have to by law;

22. We may from time to time contact you by post, by phone or in any other way about other products and services which we consider may interest you unless you tell us that you would prefer not to receive such offers;

23. You agree and consent that we may disclose your personal information to:

23.1 any person working for us;

23.2 any organisation which underwrites or supports any of our products which you hold;

23.3 any person to whom we transfer any of our rights or obligations under this agreement;

23.4 anyone you authorise us to give personal information to;

23.5 we may process your information to the extent permitted by law;

24. These terms and conditions may be amended from time to time, and in such a case the amended terms and conditions shall apply to you with immediate effect;

25. You must have the legally required capacity to enter into and be bound by these terms and conditions;

26. We will require proof of the Purchaser's identity to initiate and complete the layby agreement and when the Goods are collected;

27. The Layby Agreement is regulated in South Africa by the applicable provisions of the Consumer Protection Act (68 of 2008).

28. You confirm that the terms and conditions, the meaning and consequences of this agreement have been presented and explained to you in a language that you understand. You also confirm that the risks relating to the agreement, as well as your rights and obligations, have also been explained to you;

29. We may at any time amend or replace these terms and conditions and if we do so it does not mean a novation of the agreement or any transaction or indebtedness (meaning that a new agreement does not automatically come into place);

30. Laybys may be excluded from certain promotions, such as one-day deals, Black Friday and new store opening deals as well as specific offers where limited quantities apply.

These will be noted in the promotion advertising communications. Please note, the item bought on layby is bought at the agreed price, and no correspondence will be entered into should that price change during the course of the layby agreement.