

## **TERMS AND CONDITIONS OF PARTICIPATION IN PEEK**

### **PEEK website**

1. PEEK is a Website (“the Website”) developed by the Craft and Design Institute (CDI) with the objectives of improving the online presence of South African craft and design products and producers, and increasing their exposure to local and international consumers, by providing a searchable visual gallery of craft and design products.
2. The Website enables consumers to search for products according to certain criteria, and access relevant producers’ product images and information, and contact information.
3. In order to participate on the Website as a producer, you (“the Participant” or “you”) are required to be a registered CDI Business member.
4. The Website is not a platform for selling products online, but enables consumers to connect with producers for direct trade purposes, either offline or via your own ecommerce platform. The CDI is not a party to any transaction arising from the introduction of a consumer to a producer by means of the Website.
5. No fees are payable by you in order to participate on the Website.
6. Subject to available funding, the CDI will market the Website and seek to increase traffic to it, but cannot guarantee that any sales of your products will flow from your participation on the Website.

### **Terms and conditions**

7. You may not participate on the Website unless you agree to abide by the terms and conditions of use of the CDI’s Websites (available here: <https://www.thecdi.org.za/resource/resmgr/websites/CDIWebsiteTerms.pdf>) as supplemented by these terms and conditions of participation in PEEK. If you do not agree with any of the applicable terms and conditions, then you must refrain from participating in PEEK.
8. The CDI reserves the right, in our sole discretion, to amend the terms and conditions governing participation in PEEK. Such amendments will replace any previous terms, will be made available on the Website, and will apply from the time of publication on the Website. It is your responsibility to acquaint yourself with the terms and conditions as modified from time to time. Each time you access and/or use and/or participate on the Website, you will be deemed to have consented, by such access and/or use and/or participation, to the terms as amended from time to time. If you are not satisfied with any

amended terms, you are required to refrain from accessing or using the Website and to withdraw from participating in PEEK.

### **Participant obligations**

- 9.1 You agree to respond timeously to all requests made to you by us, within the stated time frame or, where no time frame is stated, as expeditiously as possible.

### **Content to be uploaded to the Website**

10. You agree to upload to the Website images of your products as well as your contact information such as email, phone and website details.
11. You consent to these images and information being publicly accessible on the Website. You may not upload to the Website images or descriptions of any products that you are re-selling, or in respect of which you were not involved in the creation process as the person either making or designing the product.
12. You agree to keep your personal and contact information, and product images and information, accurate and up to date by accessing your account online and updating any details that may change, as soon as reasonable possible after any change.
13. Images uploaded to the Website must:
- 13.1 depict craft and design products;
  - 13.2 depict products you have personally made or designed;
  - 13.3 be your own photographs, or ones by third parties who have licensed you to use and upload them;
  - 13.4 be accompanied by a specific product description which relates to the product depicted in the specific image, using the descriptive options provided on the Website which are utilised to enable your product to appear in search results;
  - 13.5 comply with specific requirements set out on the Website concerning file size and resolution;
  - 13.6 accurately reflect your product, service or brand; and
  - 13.7 not be stock photos or artistic renderings.
14. We reserve the right to approve or reject any images or information uploaded by you before we permit them to go live on the Website. We aim to approve or reject content within 24 business hours of upload by you. In the event that

content has been rejected owing to non-compliance with our requirements, we shall notify you.

15. You agree that we may utilise any information uploaded by you to the Website, including images and contact information, for advertising and marketing purposes in line with the objectives of improving the online presence of South African craft and design products and producers, and increasing their exposure to local and international consumers.
16. You agree to be honest in all representations of your products and services on the Website, including the descriptions of persons involved in making or designing your products, your product photos and descriptions, and any description of you as a producer.
17. Once information or images have been uploaded to and gone live on the Website, we reserve the right to remove or modify any content for any reason, including violation of these terms or the terms of use of the Website.

### **Intellectual property rights**

- 18.1 Subject to 18.2 below, you retain all rights in and are solely responsible for all content you upload to the Website.
- 18.2 By submitting any content for upload to the Website, you automatically grant the CDI a non-exclusive, royalty-free, transferable, sub-licensable, perpetual, irrevocable right and licence to use, store, display, reproduce, modify, publish, create derivative works, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.
- 18.3 Nothing in these terms restricts any other rights the CDI may have to your content, under any other licences or agreements.
- 18.4 The Website, and your content uploaded to it, is publicly accessible. We accordingly cannot control, or accept any liability for, the use or misuse by any third party of the Website or any content.

### **Third parties' intellectual property rights**

- 19.1 You agree to respect the intellectual property rights of others.
- 19.2 We will notify you of any suspicion or complaint of copyright infringement. If you deny having infringed upon a third party's copyright, then you should, within the time frame indicated by us, inform us in writing, supply such evidence as you can in support of your denial (such as proof of copyright or licence to use), and include an electronically or physically signed statement

that “I hereby state that I own the copyright in the work concerned, or use same under a licence, (*indicate which applies*) and that the information I have supplied is accurate”, so that we may make a determination in our sole discretion as to appropriate action.

- 19.3 Such action may include rejection or removal of the material which is alleged to constitute the infringement, and/or suspension or termination of your participation in PEEK.

### **Risk**

20. Your participation in PEEK and on the Website is entirely at your own risk, and you assume full responsibility and risk of any loss resulting therefrom.

### **Indemnity**

21. You hereby unconditionally and irrevocably indemnify us (being the CDI, its directors, employees and agents) and agree to hold us free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by us or instituted against us, including the cost of defending any legal proceedings, as a direct or indirect result of:
- 21.1 your use of and participation on the Website;
- 21.2 your content uploaded to the Website; or
- 21.3 your failure to comply with any of the terms or any other requirements which we may impose from time to time.

### **Breach, suspension and termination**

22. We may terminate or suspend your participation in PEEK or on the Website at any time, by notice to you.
- 22.1 In addition to any other remedy available to us in law or under these terms, including the right to obtain an interdict, we reserve the right to, without notice, limit or deny use of the Website/s and its functions, or claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to our right to claim damages, should you:
- 22.1.1 breach any of these terms or the Terms of Use of our Website/s;
- 22.1.2 in our sole discretion, use the Website in an unauthorised manner; or
- 22.1.3 infringe any statute, regulation, ordinance or law.

22.2 You agree to reimburse to us on demand the costs associated with any legal action we may take against you arising therefrom, on an attorney and client scale.

Date of last amendment: 08 April 2020