

MOTORSPORT SOUTH AFRICA - TERMS AND CONDITIONS



These terms and conditions outline the rules and regulations for the use of Motorsport South Africa's website - www.motorsport.co.za - and the Online Licence Portal - www.msaonline.co.za

By accessing these websites, MSA assumes that the user accepts these terms and conditions. Users should refrain from using the mentioned websites if they do not agree to accept all of the terms and conditions stated below.

INTRODUCTION

- The www.motorsport.co.za and www.msaonline.co.za domains are owned and operated by Motorsport South Africa (MSA).
- This Agreement may be amended by Motorsport South Africa (MSA) from time to time. Any changes to these terms and conditions will be announced on this page. Continued use of the service by you after any such announcement will constitute your acceptance of the changes so you should check this page regularly. Your failure to comply with the terms and conditions of the Agreement as amended from time to time may result in termination of your access.

USE OF THE WEBSITE BY YOU

- All material on this website belongs to Motorsport South Africa (MSA). You may retrieve and display content from this website on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your own (personal) non-commercial use.
- You agree to use the website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. Other than by connecting to Motorsport South Africa (MSA) servers by HTTP requests using a web browser, you may not attempt to gain access to Motorsport South Africa (MSA) servers by any means, including without limitation, by using administrator passwords or by masquerading as an administrator while using the website or otherwise.
- You acknowledge that Motorsport South Africa (MSA) has not reviewed, does not endorse and is not responsible for the content or actions of any other sites this website links to. Linking to any other service or site from this website is at your own risk.

LINKS

Any third party website that links to this website must not:

- create a frame or any other browser or boardroom environment around the content of this site;
- imply that Motorsport South Africa (MSA) is endorsing it or its products or services;
- use any Motorsport South Africa trade mark displayed on any websites without permission from Motorsport South Africa;
- infringe any intellectual property or other right of any person;
- be a website that contains content that could be construed as distasteful, offensive or controversial.

Motorsport South Africa expressly reserves the right to request that any link in breach of these terms be removed and not take whatever other action it deems appropriate.

COPYRIGHT COMPLAINTS

- Motorsport South Africa (MSA) respects the intellectual property of others and ask of its users to do the same. Motorsport South Africa may in appropriate circumstances and at its discretion terminate the access of users who infringe the copyright of others.

COMMENTS, COMPETITIONS AND PRIZES

- From time to time Motorsport South Africa (MSA) may run competitions, free prize draws and promotions on this website. These may be subject to additional terms made available at the time.

MATERIALS PROVIDE BY OTHERS

- You agree that Motorsport South Africa (MSA) is not responsible and shall have no liability to you with respect to any information or materials published by third party service providers.

INDEMNIFICATION

- You agree to indemnify Motorsport South Africa (MSA) and its affiliates, employees, agents and representatives and to hold them harmless from any and all claims and liabilities (including legal fees) from your unauthorised use of material obtained through the websites, from your breach of this Agreement or from any such acts arising from your use of the websites.

EDITING AND DELETIONS

- Motorsport South Africa (MSA) reserves the right to review, edit, remove or delete any material posted on its website in its sole discretion and without notice.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- ***YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK.*** The website is provided “as is” and to the extent permitted by applicable law Motorsport South Africa (MSA) hereby expressly disclaims any and all warranties expressed and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition or guarantee or representation whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the website.
- Motorsport South Africa (MSA) does not represent or warrant that access to the website will be uninterrupted or that there will be no failures, errors, omissions or loss of transmitted information or that no viruses will be transmitted on the website.
- Save for the provisions of the following clause, Motorsport South Africa (MSA) shall not be liable to you or any third parties for any direct, indirect, special, consequential or punitive damages allegedly sustained arising out of your access to or inability to access the website, including viruses alleged to have been obtained from the website, your use of or reliance on the website or any of the information or materials available on the website, regardless of the type of claim or the nature of the cause of action even if advised of the responsibility of such damages.

TERMINATION

- Motorsport South Africa (MSA) may terminate your ability to access the website, for any reason, without notice.

PRIVACY POLICY

- Any information about yourself that you provide to Motorsport South Africa (MSA) will only be used by Motorsport South Africa (MSA) in accordance with its privacy policy. The privacy policy does not apply to third party sites.

CHOICE OF LAW AND JURISDICTION

- You agree that this Agreement shall be governed by and construed for all purposes in accordance with South African Law. You also agree, subject to the following clause, to submit to the exclusive jurisdiction of the South African courts as regards to any claim or matter arising out of this Agreement.

GENERAL

- This Agreement is the complete and entire agreement between the parties relating to the use of the www.motorsport.co.za and www.msaonline.co.za domains and supercedes any prior agreement whether written or oral.
- If any provision of this Agreement is found to be invalid by any court having competent jurisdiction the invalidity of that provision will not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect. Failure of either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.