

- **Please read these terms carefully before accessing or using the Website**

KINGCLIP PROMOTIONS PTY (LTD)

Reg No. 2004/005729/07

WEBSITE PRIVACY POLICY

Protection of Personal Information Act 4 of 2013 (“POPIA”)

2024

PRIVACY NOTICE: THIS POLICY IS NOT AVAILABLE FOR DISTRIBUTION TO THE PUBLIC OR ANY THIRD PARTY WITHOUT PRIOR APPROVAL OF THE INFORMATION OFFICER OF THE COMPANY.

1. PURPOSE OF OUR PRIVACY POLICY

- 1.1 This document represents the formulation and implementation of a privacy and data protection policy, depicting the procedures and policies of the Company as required in terms of POPIA.
- 1.2 This Policy must be read with any and all other documents, manuals and guidance documents of the Company pertaining to the Act.
- 1.3 This Policy aims to regulate the manner in which Personal Information is Processed, as well as to combat misuse of the Personal Information of Data Subjects. POPIA accordingly imposes obligations on Operators and Responsible Parties who Process the Personal Information of Data Subjects to ensure that such organisations comply with the provisions of the Act.
- 1.4 The “Company” (as defined in paragraph 2) qualifies as a Responsible Party contemplated in Chapter 1 of the Act and therefore implements this privacy policy to establish clear procedures for the Company to comply with the provisions of the Act.

2. DEFINITIONS

- 2.1 “**Company**” *Kingclip Promotions (PTY) Ltd* , registration number Reg No. 2004/005729/07;
- 2.2 “**Constitution**” the Constitution of the Republic of South Africa of 1996;
- 2.3 “**Data Breach**” any unauthorised access to the Personal Information of Data Subjects in the possession or under the control of the Company or an Operator used by the Company;
- 2.4 “**Personal Information**” any information relating to an identifiable, living natural person and if applicable, to an existing identifiable juristic person, and which includes general Personal

Information and Special Personal Information (as the relevant context and circumstances may require);

2.5 **“POPIA / the Act”** the Protection of Personal Information Act 4 of 2013, as may be amended, substituted or varied from time to time;

2.6 **“Processing”** the processing of Personal Information involves any collection, use, storage, deletion or destruction of Personal Information. The processing of Personal Information is of an ongoing nature and compliance with the provisions of POPIA must be in place for as long as the Personal Information is being processed and stored, and “Process” and “Processed” in this context shall have a corresponding meaning;

3. SCOPE

3.1 This Privacy Policy applies to everyone using our website and all our performers (including temporary, fixed-term, and permanent performers), consultants, contractors, trainees, seconded staff, home workers, casual workers, agency staff, volunteers, interns, agents, sponsors, or any other person or persons associated with us (including third parties), no matter where they are located. The Policy also applies to all directors, board members, and/or shareholders at any level.

3.2 Compliance with the provisions of this Policy is mandatory and failure to do so can result in severe consequences for the Company and the individuals concerned.

3.3 If you are using our site, would like to register as a performer, or complete any of our on-line forms, you will be subject to these terms when prompted and accepted by the Website to do so.

3.4 Your continued access or use of the Website constitutes your acceptance to be bound by our Privacy Policy and Terms, as amended. The Website and these Terms are subject to change without notice. It is your responsibility to read these Terms periodically to ensure you are aware of, and understand, any changes. Dave@KingClip.co.za or wessel@weslawfrica.co.za for further information on any of the Terms.

3.5 Any unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence. You must not use this Website for any illegal activity or if you do not agree to the Terms and Conditions contained herewith.

3.6 By using our website and/or services, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. (If you are under the age of 18 (eighteen) or if you are not

legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to the Terms and to be liable and responsible for you and all of your obligations under this policy and our Terms and conditions.

4. USER REGISTRATION PROCESS FOR USE OF SERVICES

- 4.1 In order to use certain features of our website, including acceptance of terms and registering as a performer or model for the company, you will be required to complete the registration process detailed on our website.
- 4.2 Each user agrees to provide honest, true accurate, current and complete information during the registration process.
- 4.3 By entering your personal information on the Website, the company accepts that you agree to the terms and conditions is entitled to assume that the person using the Website is you. You are responsible for keeping your website information safe and private.
- 4.4 The company may require you to submit your full name, physical address, e-mail address, phone number, I.D. number and income tax number to register your profile on the website.
- 4.5 By submitting your personal information to the Website, you consent to the company using this information as per our Privacy Policy terms.

5. USE OF OUR WEBSITE AND THE SERVICES

- 5.1 The Website allows users to search for information about the company, work we have done, terms and conditions, our clients' and our portfolio of models available in the South African market.
- 5.2 The Company undertakes to take all reasonable efforts to accurately reflect the description, availability, specifications and other applicable terms and conditions of the company's models reflected on the website and as part of the company's portfolio. However, should there be any errors of whatsoever nature on our Website (which are not due to our gross negligence nor fraud), we shall not be liable for any loss, claim or expense relating to any transaction, action or omission based on any such error.

6. REGISTERING AS A PERFORMER/MODEL UNDER OUR WEBSITE

6.1 Should you wish to register as a performer or model on our Website and join the company performer and model team, please follow the provided prompts on the Website and complete and adhere to the Agency Terms and Conditions.

6.2 In addition to this Policy, the Terms and Conditions will also be applicable to you throughout your on-going relationship with our company.

6.3 Upon completing and signing the Terms and Conditions, and as re-confirmed therein, you will be appointing our company as your formal agent for engaging in the South African and international industry on your behalf.

6.4 As such, and subject to the applicable Terms and Conditions, the following will apply to the agency relationship between yourself and the company:

6.4.1 The company will become your appointed modelling agent where it will have the requisite authority to act on your behalf as your lawfully mandated agent, and in what it believes to be your best interests;

6.4.2 You will be completing and provided with an agency agreement where you provide the company with authority to act on your behalf as your agent when engaging its clients for the facilitation of the provision of your services;

6.4.3 The relationship formed between yourself and the company will be dictated by these Terms and Conditions read with our Privacy Policy.

7. USER AND COMPANY RESPONSIBILITIES AND WARRANTIES

7.1 By using the Website and/or our services, you warrant that:

7.1.1 you have read and agreed to these Terms and will use the Website and/or Services in accordance with them;

7.1.2 You have not made any misrepresentations and the information provided on the website is true, accurate and complete;

- 7.1.3 You have the legal capacity to understand and be bound by the Terms and Conditions and are the age of majority in your country of residence and/or you have permission from your guardian to use the Website, if such permission is required;
- 7.1.4 You will not post, upload, replicate or transmit any abusive content on or through our website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using this Website;
- 7.1.5 You will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
- 7.1.6 You will not infringe any third party or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute by law;
- 7.1.7 You will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating access to, use of or sale of illegal substances, trades, actions or devices; and/or
- 7.1.8 You will not facilitate or assist any third party to do any of the above prohibited actions.
- 7.2 Any breach of the above warranties will automatically be considered a material breach of these Terms, and further, may make you liable for criminal prosecution for your failure to adhere to them or other applicable laws.

8. PERSONAL INFORMATION AND PRIVACY

- 8.1 The company adheres to the highest standards of protecting your personal information when using the Website or registering as a model or performer in its portfolio. As such, we have created these specific and detailed Privacy Policy terms for you to read and appreciate exactly how we safeguard your personal information and respect your privacy, to the highest standards.
- 8.2 For more information regarding your personal information lawfully stored or used by the website or the company , please contact dave@kingclip.co.za or wessel@weslawfrica.co.za who will gladly assist.

8.3 Personal Information we collect should you decide to register with or function on the Website and/or use any of our Company's services as a performer, model or otherwise, you hereby expressly consent to, and opt-in collecting, collating, processing, and using the following types of information about you when using our Website ("personal information"):

8.3.1 Information provided by the user. The company collects personal information (that is information about the user that is personally identifiable like the user's name, address, age, gender, income tax number, email address, phone number(s).

8.3.2 Information that is collected automatically. The company receives and stores information which is transmitted automatically from the user's computer when the user browses the internet.

8.3.3 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it.

8.3.4 You warrant that the personal information disclosed to the company is directly from you as the user on the Website or in connection to the Services, and all such personal information is lawfully yours to provide.

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

8.4 Due to the nature of our services as an agent for performers and models of all ages and genders, we process not only your general personal information, but also special categories of personal data, biometric data, minor's information and sensitive information.

8.5 As such, we also do collect "Special Categories of Personal Data" about you (this includes details about your race or ethnicity and biometric data), which you hereby expressly consent to our company doing.

9. SPECIAL CATOGORIES OF PERSONAL DATA / MINOR CHILDREN

9.1 We process Special Categories of Personal Data in accordance with South African laws requiring us to do so. As a result of the personal nature of the company acting as your agent and providing certain services, we require such information to operate, which you understand and consent to.

9.2 We enforce additional special precautions at all times regarding the safety and integrity of any Special Categories of Personal Data provided to us.

9.3 All users, performers, models and parents/guardians understand and agree that the website may publish and/or advertise any of the company's performers as it sees fit on its website and other platforms, naturally ensuring that all such publication/advertisement is appropriate, decent, reasonable and never constitutes any illegal activity such as the provision of child pornography or similar.

9.4 As the internet is inherently a dangerous place and is not controllable by any single party, parents/guardians expressly understand the inherent dangers of the internet and of making footage or images of their minor child available online and take all responsibility for allowing the company to do so.

9.5 As such, all parents/guardians expressly indemnify the company against any claim or liability accrued to the company by virtue of the company using same.

9.6 For any queries regarding on what platforms your images or footage may currently be used on, please contact Dave@Kingclip.co.za or wessel@weslawfrica.co.za for further information.

10. USAGE OF PERSONAL INFORMATION:

10.1 Any processing of your personal information will be reserved and only used for our legitimate business purposes and as a necessary function of your engagement with the Website and/or our services, and you have consented to this, but we will never, without your further express consent use your personal information for any purpose other than as set out below:

10.1.1 in relation to the provisions to you of the Services and/or access to our website;

10.1.2 to contact you regarding current or new services or any other product offered by the company;

10.1.3 to inform you of new features, special offers and promotional competitions offered by the company; and

10.1.4 to improve our product selection and your experience on our website.

- 10.1.5 to our employees and/or third-party service providers who assist us to interact with you via our website, email or any other method, for your use of the Services, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
- 10.1.6 to provide it to prospective/current customers, or other agencies our company do business with, advertisers and companies who need a performer or model's personal information in order to engage their services via the company;
- 10.1.7 to advertising agencies, production companies and/or casting studios who require your personal information to operate and provide their own services to you;
- 10.1.8 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 the contravention of an applicable law, or to investigate violations of these Terms and/or the Website's other policies; and
- 10.1.9 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). Our contracts dictate that these service providers may only use your information in connection with the services they perform for us, not for their own benefit and under the same privacy standards as how we operate.
- 10.1.10 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, the company is 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.
- 10.2 We will ensure that all of our employees, third-party service providers, relevant third parties (such as other agencies), divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than the company in relation to your personal information.

11. TREATMENT OF ANY PERSONAL INFORMATION:

11.1 The company undertakes to:

11.1.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy read with our Terms and Conditions;

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

11.1.3 provide you with reasonable access to your personal information to view and/or update personal details;

11.1.4 notify you immediately if we become aware of any unauthorised use, disclosure or processing of your personal information;

11.1.5 provide you with reasonable evidence of our compliance with our obligations under this policy and the Terms and Conditions on reasonable notice and request; and

11.1.6 upon your request, promptly correct, return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged or entitled to retain (acknowledging that some Website and/or Service functionality might be lost if certain personal information is amended or destroyed).

11.1.7 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. In some circumstances, other applicable national laws require us to retain your data beyond your request for its deletion, or beyond your direct engagement with the company. As such, we may retain your personal data in adherence with compulsory instructions from other applicable national laws where required, notwithstanding your application to have it deleted or amended.

11.1.8 The company undertakes never to sell or make your personal information available to any third party other than as provided for in this policy and the Terms and Conditions.

11.1.9 Our website may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. 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.

12. USER RIGHTS/ OBLIGATIONS AND DISCLOSURE RELATING TO PERSONAL INFORMATION

- 12.1 The user is entitled to request access to any relevant personal data held by the company and where such access is necessary for you to exercise and/or protect any of the user's rights.
- 12.2 For any personal data held by any third party, the user must approach that third party for the realisation of the user's personal data rights with them, and not with the company.
- 12.3 Users acknowledge that any content provided by users on the Website, including via a messaging system, enters an open, public forum, and is not confidential, where the author of which will be liable for that content, and not the company.
- 12.4 Users understand that there are risks involved in sharing personal information. By disclosing personal information such as the user's name and email address, users acknowledge and understand that this information may be collected and used by a third party to communicate with you.
- 12.5 By accepting these Terms, you have expressly opted-in to receive emails and messages from the company, where your email address will be used to contact you from time to time and may also use it for security reasons to confirm your identity.
- 12.6 The company agrees not to use the users' provided email address in any manner that users do not consent to nor alert any other parties of the users' address without the user's consent and you have the right to opt-out of receiving email communication.
- 12.7 The company may use the information collected automatically, such as the user's IP address and information stored via cookies, to gather statistics about the number of people who visit the Website and to customise the Website's content, layout and services.
- 12.8 Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software

code whether in whole or in part, without the written consent of the company first being granted. No modification of any intellectual property or editorial content or graphics is permitted.

13. DISCLAIMERS AND INDEMNITIES

DISCLAIMERS

- 13.1 The company makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained in it.
- 13.2 All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not the company. While the company makes every reasonable effort to present such information accurately and reliably on our website, the company does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on our website.
- 13.3 The company, its shareholders, directors, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom.
- 13.4 The company takes all reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, the user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.

INDEMNITIES

- 13.5 The user indemnifies and holds harmless the company, its shareholders, directors, employees, partners and affiliates from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website or Services offered or ordered through the Website in any way.

- 13.6 The user agrees to indemnify, defend and hold the company harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.

14. COMPANY INFORMATION

- 14.1 Company name: KINGCLIP PROMOTIONS (PTY) Ltd -
14.2 Registration number: 2004/005729/07
14.3 Director: David Peter Brittz
14.4 Description of main business: Model/Talent Agent
14.5 Telephone number:
14.6 E-mail address: dave@kingclip.co.za / wessel@weslawafrika.co.za
14.7 Website address: www.kingclip.co.za
14.8 Physical address:
14.9 Postal address:

15. GENERAL PROVISIONS RELATING TO OUR PRIVACY POLICY

- 15.1 This privacy policy sets out our commitment to privacy and upholding the provisions of POPIA at all stages.
- 15.2 In order to ensure that all Personal Information Processed by the Company is kept secure, Personal Information will be Processed, and stored, in compliance with the appropriate security measures of the Company and in compliance with POPIA.
- 15.3 Our contracts with Operators include clauses which require the Operator to make use of security safeguards that measure up to or surpass the standards used by the Company and in compliance with POPIA.
- 15.4 We recognise that as time passes changes may become necessary to ensure that this Policy remains effective and up to date. The Senior Management of the Company, together with the Information Officer, will on an annual basis conduct an audit/review of this Policy and its efficacy to ensure that high standards are maintained at all times in relation to our commitment to protecting Personal Information.
- 15.5 The company implemented their compliance framework in relation to the Protection of Personal Information Act 4 of 2013 ("POPIA") and take the protection of your personal information, as a user seriously.

- 15.6 You are welcome to request reasonable access to the personal information held on your behalf in accordance with sections 23 and 24 of POPIA, as well as request the correction, reduction or deletion thereof, as the relevant circumstances may require.
- 15.7 We value your privacy and will take all reasonable measures and use all reasonable efforts in order to ensure that any personal information in our possession or which is processed in relation to our clients is kept confidential, stored in a secure manner and processed in terms of POPIA and South African law.