

## TFG Email Legal Notice

### INTERPRETATION

“**TFG**” means The Foschini Group Limited, registration number 1937/009504/06, and its subsidiary and affiliated companies.

The “**ECT Act**” refers to the Electronic Communications and Transactions Act No. 25 of 2002.

#### 1. **TFG Disclaimer:**

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- c. **does not accept any responsibility or liability for the unauthorized use of its email facility and/or the use of its email facility other than for its own authorized business purposes;**
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- b. may be legally privileged; and
  - c. intended solely for the use of the individual or entity to whom it is addressed (i.e. the intended recipient) or such person's authorized representative.
3. No person other than the intended recipient or such person's authorized representative, may use or disclose the contents of this email, attachments or links to any person whatsoever.
4. If you are not the intended recipient or such person's authorized representative, you:
  - a. may not read, use, copy, forward, disclose, distribute or deliver this email or any part thereof (including attachments and links) to anyone else;
  - b. may not take any action (other than as mentioned below) in reliance of, or pursuant to, the contents of this email;
  - c. must immediately notify us by return email, that you have received this email in error and immediately thereafter delete this email from your system; and
  - d. may be liable civilly or criminally for any unauthorized disclosure and/or use of this email.
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6. If the email's contents are offensive, derogatory, defamatory or if the email is a chain letter, or it contains spam, it means that this email has been sent outside the scope of the sender's employment and the latter could be held personally liable. Please report such emails to: [infosec@tfg.co.za](mailto:infosec@tfg.co.za).
7. TFG prohibits the unauthorized use of the sender's email address; such unauthorized use includes the use of the sender's email address in databases or non-business related mailing lists.
8. Any views expressed in this email are those of the individual sender except where the sender is duly authorized having the necessary authority to bind TFG.
9. No warranties are made or implied that any employee and/or contractor of TFG is or was authorized to create and send this email.
10. Unless stated otherwise, nothing in this email will be deemed to be an offer, warranty or representation (whether made or implied) by TFG.
11. Any agreements concluded with TFG by using electronic correspondence shall only come into effect:
  - a. when TFG has indicated that the agreement, in a follow-up or return email or by other written means, has been concluded and is binding; and
  - b. where there is compliance with the requirements of the ECT Act, contract law and any other applicable laws.
12. Any actions or disputes arising from this Legal email, attachments or links shall be governed by the laws of the Republic of South Africa and by receiving, reading or acting upon this Email Legal Notice or this email, its attachments or links, you

consent to the jurisdiction of the courts of the Republic of South Africa in respect of all disputes.

13. Emails, attachments and links will be deemed to have been:
  - a. received by TFG once there has been an acknowledgment of receipt and in this regard, an auto-reply shall not constitute "receipt", and emails blocked by TFG for whatsoever reason shall also not be deemed to have been received; and
  - b. sent by TFG once accepted and shown as transferred/sent on TFG's email server.
14. This Email Legal Notice shall take precedence over any other email disclaimer(s) which may be attached to return or reply emails that are addressed to any person with an email address of TFG.
15. Disclosure of your Personal Information: TFG will only disclose your personal information if required by law.
16. Retention of email communications: TFG archives email and uses, stores and if necessary, destroys it according to its Records Management Policy.
17. Due to the nature of email communications, TFG's systems necessarily capture certain personal information such as email, name, physical address, contact numbers if those details appear your email. TFG stores the email as a whole and it is your responsibility to only include those details that you do not mind sharing with TFG.
18. By sending an email to TFG you agree that it may collect, receive, record, organize, collate, store, update, modify, retrieve, use, disseminate, merge, link, block, degrade, erase or destroy any personal information contained in such email.

#### DISCLOSURE OF INFORMATION

19. Disclosure of Information:
  - a. Company name: Foschini Retail Group (Pty) Ltd
  - b. Registration number: 1988/007302/07;
  - c. VAT Registration number: 4210187250;
  - d. Directors: refer to annual report – [www.tfglimited.co.za](http://www.tfglimited.co.za)
  - e. Postal address: PO Box 6020, Parow East, 7501;
  - f. Physical address: Stanley Lewis Centre, 342 Voortrekker Road, Parow East, 7500;
  - g. Website: [www.tfglimited.co.za](http://www.tfglimited.co.za)