

TERMS AND CONDITIONS

1. EDITOR - CONTACT

The <http://ndovuspecialmalt.com/taste> (the "Site") is edited by Tanzania Breweries Limited.

Head Office

P. O. Box 9013

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Dar es Salaam

2. HOSTING

The Site is hosted by: AIM GROUP (T) LTD

Company name: AIM GROUP (T) LTD

Registered address: Tunisia Road, Plot 11 Dar Es Salaam, Tanzania

tel.: +255222664794

3. TERMS & CONDITIONS OF USE

Any use of this Site by any person ("you" or the "user") is governed by these terms & conditions of use (Terms & Conditions"). The purpose of these Terms & Conditions is to define the conditions of access, navigation and use of the Site.

By accessing and using this Site, you accept without restriction to apply these Terms and Conditions as well as the provisions concerning the protection of personal data (read the Personal Data & Cookies Policy).

Ndovu Special Malt may revise or update these Terms and Conditions and the Personal Data at any time and without notice. It is your responsibility to re-read these Terms and Conditions and the Personal Data & Cookies Policy on a regular basis.

Ndovu Special Malt provides this Site only for persons who have reached the legal age to consume and/or purchase alcoholic beverages (whichever is the higher) in their country of residence and provided that the consumption and/or purchase of alcoholic beverages is legal. If no such laws exist in your country of residence, you must be over 18 to access the Site.

4. NAVIGATION OF THE SITE

4.1. ACCESS TO THE SITE

Necessary hardware and software to access Internet and this Site are under sole liability of the users.

Ndovu Special Malt reserves the right, in its absolute discretion, to suspend or terminate access or navigation to all or part of the Site and/or its content and/or the available services without prior notice and without entitling any user to claim any indemnity or compensation.

It is forbidden to modify the software or any element of it or to use a modified version of the software, in order to obtain unauthorized access to the Site.

4.2. LINKS

The Site may include links to other web sites or other internet sources. As Ndovu Special Malt cannot control these web sites and external sources, Ndovu Special Malt cannot be held responsible for the provision or display of these web sites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these web sites or external sources. Furthermore, Ndovu Special Malt cannot be held responsible for any demonstrated or alleged harm or losses resulting from (directly or indirectly) or in relation to the use of, or the fact of having had confidence in, the content, goods or services available on these web sites or external sources.

4.3. USER RESPONSIBLE BEHAVIOR

Each user warrants:

- i. To be of minimum age legally required to consume and/or purchase alcohol in accordance with the regulations of user's country of residence,
- ii. To use the Site for user's personal and lawful use only, excluding therefore any other commercial use without the prior written consent of Ndovu Special Malt,
- iii. To provide, when relevant, personal data being true, up-to-date and accurate.
- iv. When using the Site, users must behave responsibly, lawfully, with courtesy and respectful towards other users, Ndovu Special Malt, its subsidiaries, affiliates and third parties.

User must notably refrain from:

- i. Uploading, displaying, sending by e-mail or by any other mean any file containing viruses, codes, text files, software or similar items which could disrupt, interrupt, destroy, damage or limit functionalities of any software, hardware or telecommunication material,
- ii. Disrupting or interrupting the Site, its servers or networks connected to the Site, or infringing the related requirements, procedures or rules,
- iii. infringing (including any attempt) the Site functioning, notably by exposing the Site to viruses, creating an overload of consultation of the Site or its servers, sending "spams" or overloading the Site messaging system,
- iv. Consulting privileged or non-public information or accessing a server or account for which the user is not expressly granted access to,
- v. Trying to assess or test the Site vulnerability, breaching security or authentication measures of the Site without the prior written consent of Ndovu Special Malt,
- vi. Conducting any illegal activity or any other activity likely to infringe rights of Ndovu Special Malt, its subsidiaries, affiliates, providers (including technical providers and contractors), customers and third parties, as well as refrain from encouraging thirds to do so,
- vii. Uploading, displaying, posting, sending by e-mail or by any other mean any unsolicited or non-authorized commercial or promotional content, junk mails, spasm, chains or any other solicitation,

- viii. Uploading, displaying, sending by e-mail or by any other mean any illegal, detrimental, defamatory, offensive, racist, vulgar, obscene, threatening, violent, against decency, infringing third parties rights, chocking or disparaging content or the like,
- ix. Sending or forwarding by e-mail or by any other mean any content of the Site to persons under the legal alcohol drinking and/or purchasing age in their country of residence or residing in a country restricting or prohibiting the advertising of alcoholic beverages.
- x. Each user must comply with any and all applicable regulations, laws and rules related to user's behavior on the Internet and transmission of technical data.
- xi. When relevant, Ndovu Special Malt reserves the right in its absolute discretion to terminate or withdraw any user's access to the Site without notice in case of breach of the user's obligations under these Terms & Conditions, without prejudice to claim damages to such defaulting user.

4.4. USER GENERATED CONTENT

When relevant, users are solely liable of any content they may post or upload onto the Site and the consequences of disclosing or broadcasting such content. Ndovu Special Malt does not adhere or approve any content, opinion, suggestion or notice generated by users and Ndovu Special Malt declines any and all responsibility and liability in respect of any such content.

However, Ndovu Special Malt reserves the right, but not the obligation, to monitor use of the Site and to remove any content which, in its sole discretion, would breach these Terms & Conditions, may be offensive, illegal or otherwise objectionable in any way.

User accepts that Ndovu Special Malt may freely and peacefully use, at no cost and without any restriction and time limit, any content posted onto the Site. This includes the communication of any such content onto the Site as well as its communication and reproduction on any other mediums of whatever nature for the promotion and advertising of Ndovu Special Malt, its products and services.

5. PROTECTION OF THE SITE CONTENT

The Site and each of its elements (including all text, images, web pages, sound, video, designs, trademarks, logos and other material on or accessible via the Site) as well as any software required to be used in relation to the former, data bases and newsletters (the "Content"), may contain confidential information and information that is protected by intellectual property rights or other legislations. Unless otherwise expressly stated on the Site, Ndovu Special Malt exclusively owns all intellectual property rights related to the Content and Ndovu Special Malt does not grant any user with any license or other right other than a right to view the Site.

The reproduction of the Content (in whole or in part) of the Site is authorized for the sole purpose of information for a personal and private use. Any reproduction or use or other exploitation of Content for any other purposes (whatever the manner or the kind) is expressly prohibited.

Users must not copy, modify, create derivative pieces of work, assemble, decompile, assign, sub-licence or transfer in any way any content of the Site or any material (including software) related to the Site.

6. PERSONAL DATA

Ndovu Special Malt ensures the protection of personal information disclosed by users of the Site.

Ndovu Special Malt invites users to consult the Personal Data & Cookies Policy which indicates the provisions implemented to guarantee the treatment of personal data. Collection, treatment, use, transmission, keeping and protection of users' personal information are governed by the Personal Data & Cookies Policy.

7. RESPONSIBILITY

Ndovu Special Malt endeavors to ensure as far as possible, that the information provided on this Site is correct and up-to-date. However, Ndovu Special Malt cannot guarantee the correctness, accuracy or exhaustiveness of the information provided on the Site.

Ndovu Special Malt allows free access to the Site and declines all responsibility and may not be held liable in any case:

- i. For any interruption in provision of the Site or services accessible via the Site,
- ii. For the occurrence of bugs, viruses and similar technical issues adversely affecting your ability to access this Site,
- iii. For any inaccuracy, isolated and unforeseen error or omission relating to information or Content available on the Site,
- iv. For any damage resulting from a fraudulent intrusion by a third party,
- v. And more generally, for any direct or indirect or consequential harm, loss or damage, whatever the cause, origin, nature or consequences, which may occur as a result of any type of access to the Site or any inability to access it or the credit given to any piece of information coming directly or indirectly from the latter.

8. GOVERNING LAW AND JURISDICTION ATTRIBUTION

These Terms & Conditions (and the Personal Data & Cookies Policy) are governed by Tanzanian Law.

Unless imperative legal provision to the contrary, users and Ndovu Special Malt hereby irrevocably submit to the exclusive jurisdiction of the competent courts of Dar es Salaam (Tanzania) any claim or matter arising under or in connection with the Content or use of the Site, including in case of guarantee, plurality of defendants or summary proceedings.

9. COMPETITION RULES

- i. Entry is open to residents of Tanzania
- ii. The entrant(s) must be aged 18 or over or at the minimum age legally required to consume and/or purchase alcohol
- iii. All entrants must be willing to provide full name and contact details and to have these details passed to the suppliers of the prizes.
- iv. Use of a false name or address may result in disqualification.
- v. All entries must be made directly by the person entering the competition.
- vi. No responsibility can be accepted for entries lost, delayed or corrupted, or due to computer error in transit.
- vii. The promoters reserve the right to amend or alter the terms of competitions and reject entries from entrants not entering into the spirit of the competition.

- viii. The winner(s) agree(s) to the prospective use of their name, number and email address to receive their prize.

PRIZES

- i. The prizes are as stated
 - a. Winners receiving Gold Medal will be rewarded 3,000 TZS worth of airtime
 - b. Winners receiving Silver Medal will be rewarded 2,5000 TZS worth of airtime
 - c. Winners receiving Bronze Medal will be rewarded 1,000 TZS worth of airtime
- ii. Prizes are non-transferable and there is no cash alternative.
- iii. Prizes are awarded at the discretion of Ndovu Special Malt and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

CONTACT US

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