

SOCIAL MEDIA TERMS AND CONDITIONS

Read our social media policy, which sets out our terms for your use of Durban Wallpaper and associated pages for the social media community.

We have created some terms and conditions (the Rules) which set out the terms for your use of Durban Wallpaper and any associated pages within the social media community, which currently spans comments on durbanwallpaper.com and durbanwallpaper.co.za, Facebook, Instagram, Twitter, YouTube, LinkedIn, Pinterest and Google+ (the Community).

Please read the following Rules carefully, as they provide information about using the Community in a way that is respectful and lawful. By using, or submitting material to, the Community you agree that have read, understood, accept, and agree to abide by, these Rules.

The terms, conditions and policies that apply to specific social networks, such as Facebook, Instagram or Twitter, also apply to the Durban Wallpaper profiles they host. We recommend that you familiarise yourself with those terms and conditions before participating in the Community and we disclaim any liability associated with your use of those services, or for your failure to view or comply with their terms, conditions and policies. Where there is a conflict between these Rules and the terms and conditions of the relevant social media channels, the social media channels' terms and conditions will prevail.

Moderation of the community

We strive to create dialogue with users of our Community and encourage you to share content via the Community in accordance with these Rules (Contribution). To help us do that, we try to monitor the Community during normal SA business hours (9am-5pm GMT), Monday to Friday, excluding SA public holidays. We will try to check that all submissions to the Community comply with our acceptable use standards described below (Acceptable Use Standards) as soon as reasonably practicable after publication.

If in our opinion an individual makes use of the Community in breach of these Rules, we reserve the right to remove, or to disable access to, any Contribution, and to terminate, suspend or change the conditions of their access to the Community without prior warning. We also reserve the right to bring legal proceedings against any individual for a breach of the Rules, or take such other action as we reasonably deem appropriate.

We expressly exclude our liability for any loss or damage arising from the use of the Community by any person in contravention of these Rules. While we try to moderate the Community, we are not legally responsible for any material posted by third parties and we may stop, or suspend, moderating the Community at any time.

Important points

- The views expressed by any individual within the Community are those of the individual and do not necessarily reflect the views of Durban Wallpaper.
- Any advice or information posted to the Community should not be accepted as true or correct. It is up to individual users to check the validity of any advice or information before relying on it, especially where the consequences of following it could be serious.
- Sometimes Durban Wallpaper automatically follows back users which follow Durban Wallpaper profiles within the Community. A follow-back does not constitute an endorsement; the same applies to re-tweeting or sharing messages posted on accounts that Durban Wallpaper does not own, or marking them as 'favourites', or otherwise sharing information on a different platform.

Minors

The Community is intended for use by individuals aged 18 years or more. Minors must get permission from their parent or guardian before using the Community. We recommend that parents who allow their children to use the Community discuss online safety with their children first and that parents endeavour to monitor any use of the Community. Minors should also be given guidance on how to use the Community safely and in a way that complies with these Rules.

Acceptable use standards

We want to create an open, caring and respectful Community. To help us do this, you agree that your use of the Community and your Contributions must:

- be accurate and genuinely believed
- avoid quoting out of context and include a credit for the original author as the source of material
- comply with all applicable domestic, foreign and international laws that govern the content which makes up the Contribution

You also agree that your use of the Community and Contributions will not:

- be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise objectionable
- promote discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation, being a transsexual person, or age
- infringe any intellectual property rights including copyright, design right, database right, patents, trade mark, moral or performer's right or any other third party right
- be likely to harass, upset, alarm or cause distress to any other person
- contain an instruction, advice, or content that could cause harm or injury to individuals or to computers or systems
- encourage anyone to commit any unlawful or criminal act or condone any unlawful or criminal act
- give the impression that the Contribution emanates from Durban Wallpaper (or any of its group companies) if this is not the case, or impersonate any person, or misrepresent your identity or affiliation with any person
- contain any advertising

Whenever you upload material to the Community, or to make contact with other users of the Community, you must comply with our Acceptable Use Standards. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site is defamatory of them, a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

Copyright

By submitting a Contribution to the Community, you agree to grant Durban Wallpaper a non-exclusive perpetual licence to use that Contribution and to waive your moral rights. Although you will still own the copyright in your Contribution, Durban Wallpaper will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in your Contribution in any format and media. This licence will be free of charge, perpetual and capable of sub-licence. Durban Wallpaper may exercise all copyright and publicity rights in the material contained in your Contribution in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material. We reserve the right to display advertisements in connection with your Contribution.

Please also note that, in accordance with the Content Standards, you must ensure that your Contribution does not infringe any copyright, database right or trade mark of any other person. By submitting your Contribution to the Community, you are warranting that you have the right to grant Durban Wallpaper the non-exclusive copyright licence described above.

If you are not in a position to grant such a licence to Durban Wallpaper, please do not submit the Contribution to the Community.

Data protection

If you are required to submit personal data directly to Durban Wallpaper during the registration process, we will only use such data for administration and monitoring purposes and will not share your data with third parties unless legally required to do so.

Complaints

If you wish to complain about any Contribution posted to the Community, please contact us at lindalee@durbanwallpaper.co.za. When you submit a complaint, please (1) outline the reason for your complaint, and (2) specify where the Contribution you are complaining about is located.

We may request further information from you about your complaint before we process it. We will then review the Contribution and decide whether it complies with our Acceptable Use Standards. We will deal with any Contribution which, in our opinion, violates our Content Standards as described above (see section "Monitoring"). We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

Changes to these rules

We may revise these Rules at any time. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you and will apply to you from the date the change was made. You agree to accept and comply with any changes to the rules if you use the Community after the change is made.

Governing law and jurisdiction

These Rules are governed by and shall be construed in accordance with South African law and you irrevocably submit to the exclusive jurisdiction of the courts of South Africa to settle any dispute or claim that arises out of or in connection with these Rules, their subject matter or formation. If any part of these Rules is deemed unlawful, void, or for any reason unenforceable then that part will be deemed severable and will not affect the validity and enforceability of the remaining parts.