



**TERMS, CONDITIONS, AND POLICIES APPLICABLE TO DONATING OR ORDERING A PRODUCT  
THROUGH this miniMAX platform**

**BASIC TERMS:**

**miniMAX platform:**

- Is an independent company & platform providing this donation and product offering to you (as defined below) We connect schools, organizations and/or companies with reputable, reliable, efficient and creative manufactured goods or services. The goal is to tap into new markets and present communities with the opportunity to unlock additional resources for social development/outreach and community based projects/programs. miniMAX acts as an agent between the platform, manufacture, school, organization, social enterprise, beneficiary and/or **You**; and
- Is not affiliated with any manufacturer, school, organization, social enterprise or beneficiary, unless the affiliation is specifically stated on **miniMAX's** website or any other marketing platforms.

**Manufacturer** is any entity which produces and/or administers and/or distributes goods nationally and internationally and who makes use of **miniMAX's** online ordering platform and technological structures to make their products available to the school, organization and/or social enterprise based community and/or network.

**Schools, organisations and/or Social enterprises** are the channels or networks who activates and promotes this donation and product platform to the benefit of their own community based projects/programs and/or social development/outreach initiatives.

**You** are the buyer of a product/item and/or donator of an amount to the benefit of a school, organization and/or company's social development and/or community based projects/programs.

**BASIC TERMS WHEN BUYING A PRODUCT OR DONATING AN AMOUNT.**

When **You** buy a product/item or donate an amount through the **miniMAX platform**, **You** agree to all of the following terms, conditions and policies applicable:

**1. Liabilities**

**miniMAX** has no to limited involvement in the manufacturing & delivery of goods for which orders are taken through any of its platforms and is therefore not in any way liable for anything which may happen with a product/item that are sold or purchased. **You** assume all risk associated with the purchasing and delivery of a product/item within reason and guided by South African legislation.

**miniMAX** cannot be held accountable to report on how the school, organization and/or social enterprise utilized the generated funds to the benefit of social development/outreach and/or community based projects/programs.

**2. Product Delivery**

Delivery options are campaign/product/item specific and are determined by miniMAX and the manufacturer. Specific delivery options are listed on the **online ordering** platform. **You** assume all risk of product loss, theft, delay, damage or destruction during and after the product/item has been delivered. Products/items sold to **You** which are lost, stolen, delayed, damaged or destroyed will not be replaced.

MiNiMAX PERFORMING ARTS (Pty) Ltd

REG 2005/021915/07

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F (086) 518 0840  
E [info@minimax-arts.com](mailto:info@minimax-arts.com)  
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P 212 Monument Road  
Glen Marais  
Kempton Park  
1638





Delivery options are:

2.1. Office Collect:

This options is only available at the school/organisation and/or social enterprise that you are supporting and as listed on the booking site.

Products/items will be received and signed off by either an office administrator, department head or canteen manager on your behalf.

Monthly orders close on the 1<sup>st</sup> of every month and the products/items will be couriered and/or delivered by the 20<sup>th</sup> of each month.

SMS reminders will be send once the order is ready for collection.

You would need to collect your order no later than the 30<sup>th</sup> of your specific delivery month. Non-collection will lead to forfeiting your product/item to the benefit of the beneficiaries as listed.

Report at the reception of the school/organisation and/or social enterprise on the day of collection.

Proof of the booking receipt will need to be presented upon collection.

The school/organization and/or social enterprise reserves the right to require alternative identification before the goods will be handed over.

This receipt is only valid for the order as specified.

Unauthorized duplication and use of this receipt may render the whole order null and void.

OR

2.2. Counter to Counter through a 3<sup>rd</sup> party courier company at an additional fee:

Google and list the closest Postnet office in your area for delivery point.

Orders will be posted by the 20<sup>th</sup> of each month.

All terms and conditions of the 3rd party courier company will apply.

3. **Cancellations, delays or retraction**

The product/item order may be cancelled, delayed or retracted due to reasons outside of the control of the manufacturer and/or miniMAX. It is at the manufacturer's discretion whether to refund the product/item or exchange the product/item for a similarly equivalent product/item, should a product/item order retraction or delay occur. **miniMAX** is not involved in this decision and will purely facilitate this process by providing instructions on how to exchange specific products/items, or obtain product/item price refunds. Service charges and mailing costs will not be refunded in the event of a cancellation, delay or retraction.

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#### 4. Pricing, Availability and Orders

- 4.1 You have the option to donate an amount to the school/organisation and/or social enterprise, which are subject to pre-determined and agreed upon service fee of 10% between the parties.
- 4.2 All product/item prices are set by miniMAX and the manufacturer, and not by the school/organization and/or social enterprise;
- 4.3 The school, organisation, social enterprise, miniMAX and the manufacturer have agreed to the fee structure upfront and will be applicable for the duration of the campaign.
- 4.4 For most product/item sales, **the school, organisation or social enterprise** will receive  $\pm 15\%$  of product/item sales (excl. VAT).
- 4.5 The duration of a campaign is normally set at 3 months unless agreed upon differently by the school, organization, social enterprise, miniMAX and the manufacturer.
- 4.6 miniMAX will not be held liable for product/item over-sales. Should products/items be out of stock, it will be at the discretion of the manufacturer as to the method of refund, including but not limited to the product/item price refund, or product/item exchange for similarly equivalent products/items.
- 4.7 Product/Item catalogues are provided by the manufacturer and not miniMAX. miniMAX is not responsible for incorrect product/item information or product/item user dissatisfaction with selected products/items. Any product/item dispute is between **You** and the **Manufacturer**. Service charges and mailing cost will not be refunded if products/items are out of stock, or if a product/item user is dissatisfied with the selected product/item.

#### 5. Lost, Stolen, Destroyed Products

Lost, stolen, delayed, damaged, or destroyed products/items will not be replaced or refunded, including products/items lost, stolen, delayed, damaged, or destroyed during or after delivery to product/item purchaser.

#### 6. Refunds and Exchanges

All sales are final. Please review donation and product/item ordering information carefully prior to purchase. **miniMAX** will not refund or exchange products/items, except in the circumstances discussed under Cancellation, delays or retraction of products/items above.

#### 7. Privacy Policy

There may be purchases for which the manufacturer, school, organization and/or social enterprise requires **Your** personal information. For other product/item purchases, the parties will, at the time of purchasing, give **You** the option to provide **Your** name and contact information, including postal address, email address, and telephone number to it. Once **You** opt to provide **Your** name and contact information to these parties, or purchase products/items to which a party requires **Your** personal information, **miniMAX** is not responsible for the Client's use of such information. Should **You** opt NOT to provide contact information, **You** understand and agree that only **Your** name, province and city of residence will be passed on to the above mentioned parties.

#### 8. Order Cancellation

**miniMAX** reserves the right to cancel donation and product/item orders for any reason, not limited to incorrect billing information and/or fraudulent donation or product/item purchasing.

#### 9. Resale of Products/Items

Product/item purchased through **miniMAX** are for individual use only and not for resale. Only authenticated **miniMAX** product/item orders will be accepted for collection.

## 10. Procedures for All Returns

The following procedures apply to all returns permitted by this agreement:

- 10.1 All products/items must be returned by **You** who purchased it directly from the online platform.
- 10.2 All products/items to be returned must have a Return Authorization Number which is obtained by calling miniMAX finance department (011 391 7639). This Return Authorization Number must be written on the return envelope or bag.
- 10.3 The return is accompanied by:
  - a. A completed and signed Purchaser Return Form
  - b. A copy of the original purchase sales receipt
  - c. Product/item returned in a resalable condition
- 10.4 The product/item needs to be send back in the original packaging. The best and most economical means of shipping is suggested.
- 10.5 All returns must be shipped to Aranda Blankets:
  - a. Physical Address: Corner Wol & Desert Street, Randfontein, Gauteng, South Africa

OR

- b. Postal Address: PO Box 179, Randfontein, 1760, South Africa
- 10.6 The risk of loss in shipping for returned product/item shall be on the purchaser. If the returned product is not received by the manufacturer, it is the responsibility of the purchaser to trace the shipment.
- 10.7 The returned goods need to reach the manufacturer within ten (10) days from the date on which the signed "Purchaser Return Form" was issued.

No refund or replacement of product will be made if the conditions of these rules are not met.

## 11. Disputes and legal action

Any dispute declared or legal action instituted by **You** against **miniMAX** will be governed by the laws of the Republic of South Africa. In the event of any legal action instituted against **miniMAX**, **You** agree to the jurisdiction of the Kempton Park Division of the High Court and to pay legal costs on an attorney and own client scale, should **You** be unsuccessful in **Your** legal action against **miniMAX**.

## 11. Export restriction

The offering on this platform is available to South African consumers only and might even be limited by province, school, organization and/or social enterprise. This will be addressed on a case to case basis. If you are unsure or in doubt if this offering is available to you or your network, please contact the miniMAX offices: 011 931 7639 or 083 657 4545.

## 12. Credit card acquiring and security

Credit card transactions will be acquired for **miniMAX** via PayGate (Pty) Ltd who are the approved payment gateway for ABSA. PayGate is PCI DSS Level 1 compliant and no credit card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

## 13. Customer details separate from card details

Customer details will be stored by **miniMAX** separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za)



#### 14. Responsibility

**miniMAX & online platform** takes responsibility within reason for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support and dispute resolution.

**The Manufacturer** takes responsibility within reason for the manufactured product and delivery of goods.

**School, Organisation or Social Enterprise** takes responsibility within reason to market this offering to their network of parents, family, friends and businesses.

#### 15. Country of domicile

This website is governed by the laws of South Africa and **miniMAX** chooses as its *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature:

Physical address:

212 Monument Road (The Junction), Glen Marais, Kempton Park, 1619

Email address: [info@minimax-arts.com](mailto:info@minimax-arts.com)

#### 16. Variation

**miniMAX** may, in its sole discretion, change these terms and conditions or any part thereof at any time without notice.

#### 17. Effective Date

These terms, conditions and policies are effective as of 1 June 2016.

