

## **1. Introduction**

1. This website, accessible at [www.raines.africa](http://www.raines.africa), as well as related mobile sites and software applications (hereinafter referred to as the "Website"), is owned and operated by Raines Africa Online (RF) (Proprietary) Limited, referred to as "Raines Africa," "we," "us," and "our."
2. These "Website Terms and Conditions" (referred to as "Terms and Conditions") govern the process of ordering, selling, and delivering products (referred to as "Goods") and the use of the Website.
3. These Terms and Conditions are legally binding and applicable to anyone accessing or using this Website, including every user who registers as described below (referred to as a "registered user"). By using the Website and clicking the "Register Now" button, if applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
4. The Website allows you to shop online for a wide range of products, including sports equipment, home and kitchenware, baby and toddler items, electronics, health and beauty products, movies, gaming, books, music, toys, pet supplies, and more (referred to as "Goods").
5. Raines Africa also permits third-party sellers to list and sell their Goods on the Website (each referred to as a "Third Party Seller"). These Terms and Conditions contain specific terms that apply to purchases from Third Party Sellers, while others apply only to purchases from Raines Africa. These distinctions will be clearly stated in the relevant sections.

## **2. Important Notice**

1. These Terms and Conditions apply to users who are consumers under the Consumer Protection Act, 68 of 2008 (referred to as the "CPA").
2. These Terms and Conditions include provisions that may limit the risk or liability of Raines Africa or third parties, create risk or liability for users, compel users to indemnify Raines Africa or third parties, and acknowledge certain facts.
3. These Terms and Conditions are crucial, and your attention is drawn to them. If you do not understand any provision in these Terms and Conditions, it is your responsibility to seek clarification from Raines Africa before accepting the Terms and Conditions or continuing to use the Website.
4. These Terms and Conditions are not intended to unlawfully restrict, limit, or avoid any rights or obligations created for you or Raines Africa under the CPA.
5. Your use of this Website is permitted under these Terms and Conditions. By using the Website in any manner, you are considered to have unconditionally accepted all the Terms and Conditions. If you do not agree with the Terms and Conditions, you should refrain from using this Website.

## **3. Returns**

1. For detailed information about returning products, including refunds, replacements, or repairs, please refer to our Returns Policy. The Returns Policy is considered a part of these Terms and Conditions.

## **4. Registration and Use of the Website**

1. Only registered users are allowed to place orders for Goods on the Website.
2. To become a registered user, you must create a unique username and password and provide specific information and personal details to Raines Africa. Your unique username and password are necessary for accessing the Website and making purchases.

3. You confirm that your username and password will be for personal use only and will not be shared with any third party.
4. You agree to enter the correct username and password for ordering Goods, and failing to do so will result in denied access.
5. You accept responsibility for any order placed using your username and password, even if the use is unauthorized or fraudulent, unless you cancel the order in accordance with these Terms and Conditions.
6. You agree to promptly inform Raines Africa if you suspect any unauthorized access or use of your username and password and take measures to mitigate any potential loss or harm.
7. By using the Website, you confirm that you are at least 18 years old and possess full legal capacity. If you are under 18 or not legally permitted to enter into binding agreements, you may only use the Website under the supervision of your parent or legal guardian, who will be bound by these Terms and Conditions.

**5. Conclusion of Sales and Availability of Stock**

1. Registered users can place orders for Goods, subject to acceptance or rejection by Raines Africa or the Third Party Seller. Acceptance depends on the availability of Goods, accuracy of information about the Goods (including price), and receipt of payment or payment authorization by Raines Africa.
2. It's important to note that the acceptance of your order occurs when the Goods are delivered to you or made available for collection. Only at this point does the sale agreement between you and Raines Africa or the Third Party Seller come into effect.
3. You have the right to cancel an order at any time before receiving a dispatch or delivery notice. After receiving the Goods, returns are subject to the Returns Policy.
4. Adding items to your wishlist or shopping basket does not constitute an order for those items. They may be removed if stock is no longer available or if the price changes without notice.
5. Raines Africa will make reasonable efforts to monitor and manage stock levels for Goods it offers. However, stock availability is not guaranteed. If Goods become unavailable after you place an order, Raines Africa will notify you and provide a refund for any payments made.
6. For Goods sold by Third Party Sellers, Raines Africa relies on the inventory information provided by the Third Party Seller and is not responsible for inaccuracies in that information. Disputes related to out-of-stock items from Third Party Sellers are to be resolved between the user and the relevant Third Party Seller.
7. Certain Goods may not be purchased for resale. Raines Africa reserves the right to cancel orders suspected of being intended for resale.

**6. Payment**

1. We are committed to providing secure online payment facilities, encrypting all transactions using appropriate encryption technology.
2. Payment for Goods, whether sold by Raines Africa or a Third Party Seller, can be made using various methods, depending on availability and eligibility. These methods include debit cards, credit cards, direct bank deposit, electronic funds transfer, and Instant EFT.
3. More details about payment options are available in our Help Centre.

4. You can request a full payment record through our Help Centre, and we will also send you email communications regarding your order and payment.

#### **7. Delivery of Goods**

1. Raines Africa offers two delivery methods: courier and self-collection. Additional information on delivery can be found in our Help Centre.
2. Delivery charges are subject to change without prior notice, so please check our Help Centre for the latest information. Delivery charges will be visible in your cart during checkout.
3. Raines Africa or the Third Party Seller will deliver the Goods to you within 30 days of receiving your payment. If delivery is not possible within this period, you will have the option to cancel your order and receive a refund.
4. Raines Africa's delivery obligation is fulfilled when the product is delivered to the address you specified. After delivery, Raines Africa is not responsible for any loss or unauthorized use of the product.

#### **8. Errors**

1. We strive to accurately present the description, availability, purchase price, and delivery charges of Goods on the Website. However, we are not liable for any loss or expenses related to transactions based on errors on the Website unless those errors result from our gross negligence.
2. Raines Africa is not bound by incorrect information about our Goods displayed on third-party websites.

#### **9. Daily Deals and Other Discounted Goods**

1. Periodically, we may offer certain Goods at discounted prices as part of Daily Deals, App Only Deals, Bundle Deals, or other temporary deals. These deals are subject to specific conditions described in these Terms and on the Website.
2. When you purchase a product within the scope of a Deal, you pay the discounted price (Deal Price). Products outside the scope of a Deal are priced at the Normal Price.
3. Daily Deals are available from 7 am to 11:59 pm on weekdays and from 9 am to 11:59 pm on weekends. Daily Deals have limited quantities and may expire earlier if stock runs out.
4. Raines Africa does not guarantee a specific saving, and the extent of the discount is at its discretion.
5. App Only Deals are only available for purchase using the Raines Africa mobile application (App) and may have different prices than the normal selling prices on the website.
6. Bundle Deals may be offered from time to time and consist of two or more products bundled together. Savings or discounts may be applied individually to component products at Raines Africa's discretion.

#### **10. Vaping Products**

1. When purchasing certain vaping products, age verification and ID document presentation upon delivery may be required.

#### **11. Definition**

1. An "Online Course" is a form of distance learning that allows individuals to enhance their knowledge and skills on a specific subject through internet-based resources. To complete an online course, you must have an email account and internet access. There is no requirement to attend physical classes or visit an educational institution. Upon successful completion, you will typically receive a digital certificate. Some online courses may necessitate an

online assessment for completion. Online courses are accessible through the use of an "Online Course Code."

2. An "Online Course Code" is a unique digital code that can be redeemed on the respective websites of specific online course providers. Redeeming an Online Course Code on the provider's website will either automatically enroll you in the designated course or credit your account on the provider's website, allowing you to enroll in the purchased course. Your access to any Online Course Code purchased through us will be provided via a unique digital code delivered to your registered email address.

## **12. Limitations of Online Course Codes**

1. Online Course Codes cannot be used or accessed through the Raines Africa website. To utilize Online Course Codes and access online courses, you must visit the relevant online course provider's website.
2. Internet connectivity is essential for using Online Course Codes and accessing online courses. Subsequent use and access may be subject to specific usage restrictions imposed by the online course provider's website.

## **13. Ordering Online Course Codes**

1. When ordering Online Course Codes from us, you are essentially purchasing the right to access an online course from the respective online course provider's website. If your order is accepted by Raines Africa, the delivery will be electronic and take place over the internet, as described below:
  1. After Raines Africa accepts your order and receives confirmation of payment, we will obtain your Online Course Code from the relevant online course and deliver it to your registered email address. Please refer to section 12.4.1 for delivery speed information.
2. It's essential to note the following restrictions:
  1. Online course providers often limit the number of times an Online Course Code can be applied to a single application to reduce the risk of fraud. You acknowledge that the use of an Online Course Code may be blocked after the first application to prevent fraud.
  2. Access to the online course may be denied if you have already completed the course, or if Raines Africa has removed it based on your "return" of the online course (if possible, in accordance with Raines Africa's Returns Policy for Online Course Codes).
  3. Raines Africa does not guarantee that online course providers will make their online courses available for download and use indefinitely. Raines Africa accepts no responsibility or liability for any situation where an online course becomes unavailable. However, if you report such an issue within 6 months of receiving the Online Course Code, you may be entitled to a full refund of the purchase price.
3. We do not charge delivery fees for the electronic delivery of Online Course Codes. However, you may incur costs (e.g., internet service provider fees) associated with accessing and using the online course, and we will not be liable for any such costs incurred by you.
4. Practical considerations regarding Online Course Codes:
  1. The Online Course Code is your unique code provided by the online course provider for a specific online course.
  2. When utilizing the Online Course Code on the online course provider's website, you may be required to sign up and register, which is in no way affiliated, associated with, or linked to Raines Africa.

3. If you encounter any issues related to the use of your Online Course Code, please report them to us so that we can assist you in resolving the problem.

14. **Return of Online Course Codes:** Please refer to our Returns Policy for details.

15. **Illegal Use of Online Course Codes:**

1. By purchasing any Online Course Code and accessing online courses, you acknowledge and agree to the provisions of sections 12.6.1-12.6.3.
2. You hereby acknowledge and agree to these Terms and Conditions and undertake not to engage in any "Illegal Activities." You also indemnify Raines Africa from any loss, damage, or expenses it may incur or claims made by third parties against Raines Africa resulting from your participation in Illegal Activities related to any Online Course Code sold by Raines Africa.

16. **For Further Assistance:** Please refer to our Help Centre under "Product and Stock," which is incorporated by reference.