1. DEFINITIONS

In these general conditions of business, headnotes are for convenience only and shall not be used in their interpretation, and unless the context clearly indicates a contrary intention, any expression which denotes any gender shall include the other genders, any expression which denotes the singular shall include the plural (and vice versa), any expression which denotes a natural person shall include a juristic person (and vice versa) and the following terms shall have the following meanings:

1.1. ‘auction’ means any private treaty or auction sale held (whether in person, online or conducted through whatever medium, in person, online or otherwise) at which a lot is offered for sale by Strauss & Co;

1.2. ‘auctioneer’ means the representative of Strauss & Co conducting an auction;

1.3. ‘bidder’ means any person making, attempting or considering to make a bid or offer to buy a lot at an auction, including the buyer of that lot;

1.4. ‘buyer’ means the bidder who makes the bid or offer for any lot that is finally accepted by the auctioneer (after determination by the auctioneer of any dispute that may exist in respect thereof) at a sale of that lot, and (where the buyer is an agent acting for a principal), the buyer and the buyer’s principal jointly and severally;

1.5. ‘buyer’s commission’ means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.6. ‘buyer’s premium’ means the premium payable by the buyer of a lot to Strauss & Co on the sale of that lot, calculated on the hammer price of that lot at the relevant current rate;

1.7. ‘catalogue’ means any advertisement, brochure, estimate, price-list and other publication (in whatever medium, electronically or otherwise) published by Strauss & Co in respect of any auction;

1.8. ‘current rates’ means Strauss & Co’s current rates of commission, premiums and other amounts payable by Strauss & Co to the seller of a lot, in respect of the sale of that lot, made up of the hammer price of the lot, less the applicable seller’s commission (plus VAT) for that lot, less all recoverable expenses for which the seller is liable in respect of that lot and any other amounts due to Strauss & Co by the seller in whatever capacity and element thereof.

1.9. ‘forgery’ means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source, which is not shown to be such in the description in the catalogue and which at the date of the sale had a value materially less than it would have had if it had been in accordance with that description and including any counterfeits, reproductions, copies, alterations or otherwise, made with the intention of deceiving as to authorship, origin, date, age, period, culture or source.

1.10. ‘hammer price’ means the bid or offer made by the buyer for any lot that is finally accepted by the auctioneer (after determination by the auctioneer of any dispute that may exist in respect thereof) at a sale of that lot, together with VAT thereon (if any);

1.11. ‘lot’ means any item or items to be offered for sale as a unit and identified as such by Strauss & Co at an auction. Each lot, unless it is indicated to the contrary, regarded to be the subject of a separate transaction;

1.12. ‘parties’ means the buyer, seller and Strauss & Co;

1.13. ‘personal information’ means any information relating to a bidder, buyer, seller or user of the website that identifies the bidder, buyer, seller or user or could reasonably be used to identify the bidder, buyer, seller or user regardless of the medium involved, including sensitive data;

1.14. ‘prime rate’ means the publicly quoted base rate of interest, per annum compounded monthly in arrear and calculated on a 365 day year, irrespective of whether or not the leap year is a leap year) from time to time published by The Standard Bank of South Africa Limited, or its successor-in-title, as being its prime overdraft rate, as certified by any manager of such bank, and the apportionment, authority, whether deliberate or otherwise, made with the intention of deceiving as to authorship, origin, date, age, period, culture or source.

1.15. ‘privacy policy’ means the privacy policy of Strauss & Co which can be accessed by clicking on this link: http://www.straussart.co.za/straussonline/privacy-policy;

1.16. ‘private treaty’ means the sale of any lot other than by auction sale at a price privately agreed on by the buyer and seller;

1.17. ‘purchase price’ means the hammer price of any lot at a sale thereof, plus the applicable buyer’s premium (plus VAT) for that lot, plus all recoverable expenses for which the buyer is liable in respect of that lot;

1.18. ‘recoverable expenses’ includes all fees, taxes (including VAT), charges and expenses incurred by Strauss & Co in relation to any lot that Strauss & Co is entitled to recover from a buyer or seller;

1.19. ‘reserve’ means the confidential minimum hammer price (if any) at which a lot may be sold at an auction as agreed between the seller of that lot and Strauss & Co;

1.20. ‘sale’ means the sale of any lot at an auction, whether by private treaty or auction sale, and ‘self’ and ‘sold’ shall have corresponding meanings;

1.21. ‘sale proceeds’ means the amount due by Strauss & Co to the seller in respect of the sale of that lot, made up of the hammer price of the lot, less the applicable seller’s commission (plus VAT) for that lot, less all recoverable expenses in respect of that lot and any other amounts due to Strauss & Co by the seller in whatever capacity and element thereof;

1.22. ‘seller’ means the person named as the seller of any lot, being the person that offers the lot for sale;

1.23. ‘seller’s commission’ means the commission payable by Strauss & Co on the sale of a lot that is calculated on the hammer price of that lot at the relevant current rate;

1.24. ‘VAT’ means value added tax levied in terms of the Value Added Tax Act, 1991 including any similar tax which may be imposed in place thereof from time to time;

1.25. ‘website’ means the Strauss & Co website located at https://www.straussart.co.za/straussonline and includes any part or element thereof.

2. CONDITIONS MAINLY CONCERNING BUYERS

2.1. The buyer

2.1.1. Any dispute of whatever nature about any bid or about the identity of the buyer (including without limitation any dispute as to authorship, origin, date, age, period, culture or source) shall be decided at the auctioneer’s absolute discretion.

2.1.2. Every bidder shall be deemed to act as principal unless, prior to the commencement of any auction, Strauss & Co is provided with a written acknowledgement from a third party in respect of whom a particular bidder is acting as agent, which acknowledgement is, at the option of Strauss & Co, to be accompanied by relevant information and documentation referred to in clauses 2.1.3 and 2.1.4 in respect of that third party principal as if that third party principal were to register as a bidder. (ii) confirm that that particular bidder is acting on behalf of that third party principal, (ii) be signed by that third party principal if acting as agent, (ii) be accompanied by relevant information and documentation referred to in clauses 2.1.3 and 2.1.4 in respect of that third party principal as if that third party principal were to register as a bidder, and (ii) otherwise be in form and substance acceptable to Strauss & Co.

2.1.3. All bidders wishing to make bids or offers in respect of any lot must complete a bidder registration form prior to that lot being offered for sale, which registration form will include an acknowledgement by the bidder that he is acquainted with and bound by these general conditions of business. Bidders shall be personally liable for their bids and offers made during any auction and shall be jointly and severally liable for any losses, which may be incurred. Strauss & Co cannot be held liable for any synthetic stones.

2.2. Examination of lots

2.2.1. It is the responsibility of all prospective buyers to examine and satisfy themselves as to the condition of each lot prior to the auction, and that the lot matches any oral or written description provided by the seller and/or Strauss & Co. All illustrants of any lot in any catalogue are intended merely as guidance for buyers and do not provide definitive information as to colours, patterns, condition or damage to any lot (including any picture frame). Strauss & Co does not guarantee the working order of electrical fittings, clocks and watches and cannot be held responsible for any losses, which may be incurred. Strauss & Co cannot be held liable for any synthetic stones.

2.2.2. Strauss & Co shall not be liable for any errors, misstatement or omission in the description of a lot (whether in any catalogue or otherwise), unless Strauss & Co, its employees or agents, are engaged in intentional misleading or deceptive conduct.

2.2.3. In bidding for any lot, all bidders confirm that they have not been induced to make any bid or offer by any representation of the seller or Strauss & Co.

2.3. Exclusions and limitations of liability to buyers

2.3.1. If a lot sold to a buyer proves to be a forgery (which will only be the case if an expert appointed by Strauss & Co for such purpose confirms same in writing), the buyer may (as his sole remedy hereunder or at law) return the lot to Strauss & Co within three hundred and sixty five days of the date of the sale of that lot in the same condition in which it was at the date of sale, together with a written statement by the buyer detailing the defects to the lot, the date of the sale and the number of the lot. Should Strauss & Co be satisfied in its absolute discretion that the lot is a forgery and that the buyer is capable of transferring good and marketable title to the lot to a third party purchaser thereof, free from any encumbrances and other third party claims, the sale of that lot shall be set aside and the hammer price of that lot shall be refunded to the buyer, provided that the buyer shall have no rights against Strauss & Co (whether under these general conditions of business, at law or otherwise).

2.3.1.1. The only method of establishing that the lot was a forgery was by means of a scientific process not generally accepted for the determination of the catalogue in which that lot was identified for purposes of the auction at which it was sold, or by means of a process which was impracticable and/or uneconomically expensive and/or could have caused damage to the lot.

2.3.1.2. The description of the lot in the catalogue in which...
that lot was identified for purposes of the auction at which it was sold was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of opinion.

2.3.1.3. A buyer's claim (whether in contract, delict or otherwise) shall always be limited to an amount equal to the hammer price of the relevant lot, except where the seller and the buyer may have agreed otherwise in writing.

2.3.1.4. the benefits of this condition shall not be transferable by the buyer of any lot to a third party and shall not in any way prejudice the buyer's relationship with the seller.

2.3.2. Neither Strauss & Co nor the seller:

2.3.2.1. shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise or whether provided in a catalogue or otherwise) provided to bidders, or for any acts omissions in connection with the conduct of any auctions or for any acts or omissions of Strauss & Co or their respective employees.

2.3.2.2. gives any guarantee or warranty to bidders other than those expressly set out in these general conditions of business (if any) and any implied conditions, warranties or representations of Strauss & Co or its employees or agents.

2.3.2.3. Without prejudice to any other provision of these general conditions of business, no claim against Strauss & Co for the loss or damage of any kind, including but not limited to injury or death, is the buyer's responsibility.

2.3.2.4. A purchased lot shall be at the buyer's risk in all respects from the fall of the auctioneer's gavel, whether or not payment has been made, and neither Strauss & Co nor the seller shall be liable in respect of any lot until the lot has been delivered to the buyer.

2.3.2.5. Strauss & Co does not accept any responsibility for losses damaged by insect infestation, changes in atmospheric conditions or other conditions outside its control, and shall not be liable for damage to glass or picture frames. Strauss & Co shall not be obliged to provide picture frames for any lot. If a lot is sold with a picture frame such picture frame shall be provided to the Seller on an as is basis. Strauss & Co does not accept any responsibility for the condition of all lots, however, it is the buyer's responsibility for any losses, which may be incurred.

2.4. Import, export and copyright restrictions

2.4.1. Save as expressly set out in clause 2.3. Strauss & Co and the seller make no representation or warranty as to whether any lot is subject to export, import or copyright restrictions. It is the buyer's responsibility to obtain all approvals, licences, consents, permits and clearances and to pay any duties or taxes that may be or become required by law for the sale and delivery of any lot to the buyer. The denial of any permit or licence shall not justify cancellation or rescission of the sale contract or delay in payment. In this regard, and without limiting the generality of the foregoing: Property made of or incorporating (irrespective of percentage) materials from endangered or other protected species of wildlife are marked with the symbol * in the lot description. All are identified in the lot description with language including where applicable. Parties dealing at arm's length are advised that several countries prohibit altogether the importation of property containing certain materials, and that other countries require a permit (e.g. CITES) to export. The relevant regulatory agencies in the countries of exportation as well as importation.

2.4.2. Certain works of art, collector's pieces and antiques may be regarded as prohibited and/or restricted in South Africa and would require specific permits and/or approvals. It is the buyer's sole responsibility to obtain any relevant export or import permit or licence. Strauss & Co cannot ensure that a permit or licence will be obtained and is not responsible for any costs incurred in either securing or denial of any permits or licences required for export or import. The inability of a buyer to export or import any such works of art, collector's pieces and antiques is not a basis for cancellation or rescission of the sale.

2.4.3. Other countries regulate the movement of antiquities and cultural items, which in some cases are subject to a right of pre-emption or compulsory purchase by the court from which they are to be exported. It is the responsibility of the buyer to ensure that the item is properly and lawfully exported from the country in which it is located. Buyers shall always check whether an export permit or licence is required before exporting. It is the buyer's sole responsibility to obtain any relevant export or import permit or licence. Strauss & Co cannot ensure that a permit or licence will be obtained and is not responsible for any costs incurred in either securing or denial of any permit or licence required for export or import.

2.4.4. Strauss & Co makes no representation or warranty and accepts no liability whatsoever to the seller, or any third party in respect of the availability or accuracy of any information (whether written or otherwise) provided to Strauss & Co for any reason whatsoever.

2.4.5. The auctioneer has the absolute discretion to withdraw any lot from sale, including at the hammer price, and to refuse bids or to reopen the bidding on any lots should he think fit.

2.4.6. Strauss & Co's powers

2.4.6.1. Strauss & Co's powers include the right to do so. Where an object is made available for sale at an auction all objects submitted for sale at Strauss & Co's discretion, or to store the lot, as contemplated in clause 1.1.1, pending sale. The sale proceeds for any lots sold at Strauss & Co's discretion, or if there is less all recoverable expenses, will be forfeited unless collected by the buyer within thirty days of the original auction.

3. CONDITIONS MAINLY CONCERNING SELLERS

3.1. Strauss & Co's powers

3.1.1. The seller irrevocably instructs Strauss & Co to offer for sale at an auction all objects submitted for sale by the seller and received and accepted by Strauss & Co and to sell the same to the relevant buyer of the lot of which those objects form part, provided that the bid or offer accepted from that buyer is equal to or higher than the reserve (if any) on that lot (subject always to clause 2.1.3), on the basis set out in these general conditions of business. The seller further irrevocably waives Strauss & Co to bid for any lot which of those objects form part as agent for one or more intending buyers.

3.1.2. Strauss & Co are authorised to retain any objects not sold on auction for a period of seven days after the auction for the possible sale of such objects by Strauss & Co by way of private treaty or otherwise pursuant to clause 2.1.3.

3.1.3. If any object submitted for sale by the seller and received and accepted by Strauss & Co in accordance with clause 2.1.1 was unsold on auction, and if Strauss & Co receives a bid or offer from a buyer, then Strauss & Co may proceed to sell the same (taking into account the deduction of the applicable seller's commission and recoverable expenses for which the seller is liable, whether by private treaty at Strauss & Co's discretion or on the commission position of the website or otherwise, after contacting the seller and obtaining confirmation from the seller to do so). Where an object purchased by Strauss & Co and subject to clause 5, if any lot is not paid for full or removed in accordance with the conditions of clause 2.7, or if there is any breach of these general conditions of business by the buyer, Strauss & Co as an agent of the seller shall, at its absolute discretion and without limiting any other rights or remedies that may be available to it or the seller hereunder or at law, be entitled to exercise one or more of the following remedies:

2.8.1. to remove, store (with a storage facility chosen at the sole discretion of Strauss & Co and at the cost and expense of the buyer) and insure the lot at its premises or elsewhere and at the buyer's sole risk and expense;

2.8.2. to rescind the sale of that or any other lots sold to the buyer at the same or any other auction;

2.8.3. to set off any amounts owed to the buyer by Strauss & Co against any amounts owed to Strauss & Co by the buyer for the lot;

2.8.4. to reject future bids and offers on any lot from the buyer;

2.8.5. to proceed against the buyer for damages;

2.8.6. to resell the lot or cause it to be resold by public auction or private treaty, with reference to Strauss & Co's sole discretion, in which event the buyer shall be liable for any shortfall between the original purchase price and the amount recovered on the resale of the lot, including all expenses incurred by Strauss & Co and the seller in such resale.

2.8.7. to exercise a lien over any of the buyer's property in Strauss & Co's possession, applying such sale proceeds to any amounts owed by the buyer to Strauss & Co;

2.8.8. to retain that or any other lots sold to the buyer at the same time or at any other auction and to release such lots only after payment of the total amount due and due;

2.8.9. to disclose the buyer's details to the seller to enable the seller to commence legal proceedings;

2.8.10. to commence legal proceedings;

2.8.11. to charge interest at a rate not exceeding the prime rate plus 3% per month on the total amount due to the extent that it remains unpaid after the date of the auction; and/or

2.8.12. if the lot is paid for in full but remains uncollected after twenty eight days of the auction, following fourteen days written notice to the buyer, to resell the lot by auction or private treaty, with estimates and reserves at Strauss & Co's sole discretion, or to store the lot, as contemplated in clause 1.1.1, pending sale. The sale proceeds for any lots sold at Strauss & Co's discretion, or for any lot of which those objects form part as agent for one or more intending buyers.

2.8.13. Strauss & Co are authorised to retain any objects not sold on auction for a period of seven days after the auction for the possible sale of such objects by Strauss & Co by way of private treaty or otherwise pursuant to clause 2.1.3.

2.8.14. If any object submitted for sale by the seller and received and accepted by Strauss & Co in accordance with clause 2.1.1 was unsold on auction, and if Strauss & Co receives a bid or offer from a buyer, then Strauss & Co may proceed to sell the same (taking into account the deduction of the applicable seller's commission and recoverable expenses for which the seller is liable, whether by private treaty at Strauss & Co's discretion or on the commission position of the website or otherwise, after contacting the seller and obtaining confirmation from the seller to do so). Where an object purchased by Strauss & Co and subject to clause 5, if any lot is not paid for full or removed in accordance with the conditions of clause 2.7, or if there is any breach of these general conditions of business by the buyer, Strauss & Co as an agent of the seller shall, at its absolute discretion and without limiting any other rights or
3.3.4. The seller agrees to indemnify and keep indemnified Strauss & Co against all claims, losses and damages suffered by Strauss & Co in consequence of any breach or non-performance of any of the warranties contained herein.

3.4. Commission and expenses

3.4.1. Seller’s commission, calculated at the applicable rate of the day, shall be payable by the seller to Strauss & Co in respect of the sale of each lot comprising one or more objects submitted by the seller for sale. The seller acknowledges that Strauss & Co may also receive a buyer’s premium and other fees or for in respect of that lot. Without derogating from the seller’s obligation to pay the auctioneer’s commission and all such recoverable expenses for which the seller is liable, the seller irrevocably authorises Strauss & Co to deduct from the hammer price, paid to the seller for the lot as soon as the purchase price, or part of it, is received and prior to the sale proceeds being paid to the seller.

3.5. Reserve

3.5.1. Lots shall not be sold without reserve or minimum price unless a reserve has been placed on a lot, in which event such lot will be offered for sale subject to the reserve. A reserve shall only be placed on a lot if announced at the time of the sale between the seller and Strauss & Co prior to the auction. A reserve, once placed on a lot, may not be changed by the seller without the prior written consent of Strauss & Co. Should Strauss & Co consent to an increase of the reserve on a lot, Strauss & Co reserves the right to change the seller’s additional offer fee as the offer may not be sold on auction as a result of the increased reserve.

3.5.2. Where a reserve has been placed on a lot, only the buyer of record at the sale proceeds to the buyer for the purchase price. The seller’s commission shall be based on the hammer price of the lots sold.

3.5.3. Where a reserve has been placed on a lot and the auctioneer is of the opinion that the seller or any person acting on behalf of the seller may bid on the lot, the auctioneer may knock down the lot to the seller without observing the reserve and the seller shall pay to Strauss & Co the buyer’s premium and all expenses for which the buyer is liable in addition to the seller’s commission and all expenses for which the seller is liable.

3.5.4. Where a reserve has been placed on a lot, Strauss & Co, at its option, will sell any lot at a hammer price below the reserve, provided that the sale proceeds to the buyer of record at the sale and all expenses of auction related to the lot by Strauss & Co will be the same as those they would have had the sale been at the reserve. Without limiting the generality of the foregoing, where Strauss & Co does sell a lot below reserve, Strauss & Co reserves the right to adjust its auction commission/charge/rate accordingly to ensure that the seller is paid the correct proceeds it would have received had the reserve been observed. Should Strauss & Co accept such a below reserve sale, Strauss & Co reserves the right to charge an additional offer fee as the offer may not be sold on auction as a result of the increased reserve.

3.5.5. Should no reserve have been placed on a lot, Strauss & Co shall not be liable if the purchase price of the lot is less than the estimated selling range.

3.6. Insurance

3.6.1. Unless Strauss & Co and the seller have otherwise agreed otherwise, Strauss & Co will insure all objects, with the exception of motor vehicles, consigned to or put under its control for sale and may, at its discretion and at its sole cost, provide insurance for all objects for any other purpose for as long as such objects or property remain at Strauss & Co’s premises or in any other storage depot chosen by them. Should Strauss & Co not be in a position to arrange insurance, it is the seller’s responsibility to provide insurance.

3.6.2. For insurance purposes any object shall not be construed as a warranty or representation by Strauss & Co as to the value thereof.

3.6.3. If any payment is made to Strauss & Co under the said insurance, in the event of loss or damage to any object, Strauss & Co shall pay such amount to the seller after deduction of the seller’s commission and expenses incurred by them.

3.6.4. In the event the seller instructs Strauss & Co not to insure a lot or property submitted for sale, it shall at all times remain at the risk of the seller. In such an event, the seller undertakes to:

3.6.4.1. indemnify Strauss & Co against all claims made or proceedings brought against Strauss & Co in respect of damage or loss to the lot of whatsoever nature and howsoever arising and in all circumstances, even if Strauss & Co was negligent in its handling of such lot;

3.6.4.2. reimburse Strauss & Co on demand for all costs, payments or expenses made or incurred in connection with such lot; and

3.6.4.3. notify any insurer of the existence of the indemnity contained herein.

3.7. Payments for the proceeds of sale

3.7.1. Strauss & Co shall only be liable to remit the sale proceeds to the buyer thereof on the later of thirty days after the date of the sale of that lot or seven days after the date on which the full purchase price for that lot has been received by Strauss & Co.

3.7.2. Should Strauss & Co fail to pay the total amount due to Strauss & Co within forty eight days after the date of the sale of that lot, Strauss & Co shall give notice of this to the seller of that lot and shall request the seller to take such action as Strauss & Co deems necessary to obtain the full payment due from the buyer.

3.7.3. Should Strauss & Co fail to pay the amount due to Strauss & Co within thirty days after the date of the sale of that lot, Strauss & Co or its assigns shall be entitled to sell the lot by private treaty or public auction, on such terms and conditions as Strauss & Co, in its absolute discretion, deems fit, without reserve and to deduct from the hammer price, paid to the seller, all reasonable expenses incurred by Strauss & Co in respect of such lot.

3.8. Withdrawal fees

3.8.1. A buyer may only withdraw a lot from being offered for sale by written notification to Strauss & Co, which is received by Strauss & Co at least twenty four hours prior to the commencement of the auction at which the lot is to be offered for sale.

3.8.2. Upon receipt of proper notification of withdrawal as aforesaid, Strauss & Co reserves the right to charge the full commission and buyer’s premium to the seller as a withdrawal fee, based on the calculated withdrawal fee as a percentage of the total selling price of the property withdrawn, together with VAT and all expenses incurred in relation to the property. The withdrawal fee (together with VAT and all such expenses) must be received into Strauss & Co’s designated bank account in full in cleared funds before the lot will be withdrawn.

3.8.3. If a lot is withdrawn, the seller shall arrange for the collection and removal of the lot at the seller’s expense within three days after the withdrawal. Provided the seller has paid the reasonable expenses and applicable withdrawal fee to Strauss & Co.

3.9. Photography and illustration

Strauss & Co shall have the full and absolute right to illustrate, photograph or otherwise reproduce images of any lot submitted by the seller for sale, whether or not in accordance with any instructions given by Strauss & Co. Strauss & Co shall have the full and absolute property of any photographs and illustrations at any time and in their sole and absolute discretion. The copyright of all photographs, taken and illustrations made of any lot by Strauss & Co shall be the sole and absolute property of Strauss & Co and Strauss & Co undertakes to abide by all copyright applicable to any and all lots submitted for sale.
6. CONDITIONS SPECIFIC TO THE SALE OF WINE

In addition to the above, the following conditions are applicable in instances concerning the sale of wine:

6.1. Buyer conditions

6.1.1. Only persons over the age of eighteen years old may enter bids for lots of wine and no person may enter a bid on behalf of another person who is not over the age of eighteen years old.

6.1.2. Any invoice, which Strauss & Co issues for a lot of wine shall always be issued by Strauss & Co in its capacity as an agent acting for and on behalf of the seller and not as a principal.

6.2. Warranties

6.2.1. The seller warrants, in addition to all other representation and warranties given, that he is in possession of a valid liquor licence to sell all lots of wine offered for sale. The seller agrees to indemnify and keep Strauss & Co and the buyer indemnified against any losses or compensation suffered by either as a result of a failure by the seller to be properly licensed to sell liquor in accordance with the laws of the Republic of South Africa.

6.2.2. Neither the seller nor Strauss & Co gives any warranty or representation as to the age, origin, genuineness, condition, content, or labelling of any wine, or how any wine has been cellared, if at all.

6.3. Bottles sizes

All wines are sold as described in a catalogue have the following meanings:

6.3.1. half bottle - 0.375 litres bottle of wine;
6.3.2. standard - 0.75 litres bottle of wine;
6.3.3. magnum - the equivalent of two standard bottles of wine;
6.3.4. double-magnum - the equivalent to four standard bottles of wine;
6.3.5. jeroboam - the equivalent to six standard bottles of wine;
6.3.6. impérial - the equivalent to eight standard bottles of wine.

6.4. Ullage of wines

6.4.1. For the purpose of this clause 6.4, ‘ullage’ means the amount by which the level of a wine bottle falls short of being full.

6.4.2. Ullage levels may vary dependent on the age of the wine and old corks may fall during or after delivery of a wine. To the extent possible the level of a wine which may be short of being full will be described in the catalogue in accordance with the diagram provided in Annexure A below.

6.4.3. The ullage described in a catalogue by Strauss & Co is based on an inspection conducted by Strauss & Co prior to the sale of a wine and such ullage, particularly in the case of older wines, may be subject to variation prior to or after the sale of such wine. Accordingly, the ullage and condition of a wine as described in a catalogue is merely provided by Strauss & Co to assist buyers in determining the price of a wine and therefore, under no circumstances do Strauss & Co warrant the accuracy of this information and shall not be held liable for the condition of wines or ullage which may differ from their description in a catalogue.

6.4.4. Save as provided for in clause 2.3 above, Strauss & Co shall under no circumstances accept any returns or make any refunds or adjustments to prices of sold wines which may result from the natural variations of ullages or poor conditions of cases, labels, corks or wines.

6.5. Storage and collection

6.5.1. Strauss & Co shall not be responsible for the storage of any wines. All wines are stored at a facility determined by the seller.

6.5.2. Upon payment of the purchase price in full and clear funds, the buyer will be issued with written confirmation of receipt of such payment from Strauss & Co, which confirmation shall include the relevant seller's storage facility details.

6.5.3. The issuance of the written confirmation referred to in clause 6.5.2 shall constitute delivery of the lot of wine to the buyer for all legal purposes.

6.5.4. Following the issuance of the written confirmation referred to in clause 6.5.2 the buyer must immediately collect the lot from the seller’s storage facility and must make all arrangements to remove the lot in a manner that regard all at the buyer's own cost.

6.5.5. Should the buyer fail to collect the lot by the end of the thirteenth day following the date of auction, unless otherwise agreed in writing, the seller:

6.5.5.1. shall be entitled to charge the buyer additional storage costs from the fourteenth day and
6.5.5.2. may, in its sole and absolute discretion, move the lot to or within an affiliate or third party warehouse and charge the buyer any transport and/or administration costs associated therewith.

6.5.6. Unless the buyer agrees otherwise with the seller and the seller’s storage facility, the buyer must collect an entire lot upon collection.

6.5.7. Nothing in this clause 6.5 shall be construed to limit any rights that Strauss & Co may have to the extent applicable under clauses 2.7, 11 and/or 12 above.

6.6. Option to buy parcels

6.6.1. For the purposes of this clause 6.6, a ‘parcel’ shall mean several lots of the same wine, being the identical lot size, bottle size and description. Strauss & Co will make sure that all bidders may be sent commences on the first lot of the parcel and the successful buyer of that lot of the parcel shall be entitled to take some or all of the remaining lots in the parcel at the hammer price. Strauss & Co shall always communicate in accordance with the same process referred to in clause 6.6.2.

6.6.2. Should a bid on the first lot of a parcel be superseded, Strauss & Co will move the bidders bid to the next lot in the parcel. This process shall be continued by the auctioneer until such time that there are no lots of wine left to sell, all of which shall be handled by the auctioneer in its sole and absolute discretion.

6.7. Conditions specific to the sale of wine in terms of COVID-19 Lockdown Regulations

6.7.1. For the purposes of this clause 6.7, COVID-19 Lockdown Regulations shall mean any regulations or directives issued in terms of section 27(2) of the Disaster Management Act, 2002 relating to COVID-19.

6.7.2. While payment for all lots of wine will be deferred until the fall of the hammer, the sale between the buyer and the seller of any lot of wine will be permitted due to either a relaxation or termination of the COVID-19 Lockdown Regulations. Strauss & Co shall not release a winelot to the buyer for collection prior to full payment thereof and until such time as it is permissible for Strauss & Co to release the lots of wine to the buyer in terms of the COVID-19 Lockdown Regulations.

7. CONDITIONS SPECIFIC TO ONLINE AUCTIONS

7.1. General

7.1.1. In addition to the general conditions of business, which are applicable to all online auctions, particular, specifically varied in terms of this clause 7, the following are the terms and conditions (the ‘online terms’) under which you (a ‘user’) may use the website and any co-branded websites of Strauss & Co at https://www.straussart.co.za/ and at https://www.straussart.co.za/online. By accessing and using the website, you agree and accept to be bound, without modification, limitation or qualification, by the general conditions of business, Strauss & Co’s privacy policy and the online terms at any time by updating the text of this page. The user is bound by any change of the terms and conditions of business and should therefore visit this page periodically to review the online terms.

7.1.2. If the user does not agree to any of the general conditions of business, the user shall not access, enter, or make use of the website to access and participate in the auctions.

7.1.3. Specific rules, in addition to these online terms, are provided with respect to transactions conducted on or in connection with the website, and other rules may be provided for the use of certain other items, or in connection with the website, and the user agrees to be bound by such rules.

7.2. Online auctions

7.2.1. Only persons who are legally entitled to do so are permitted to place a bid or enter into an online auction.

7.2.2. By placing a bid, the user represents and warrants that:

7.2.2.1. the user is legally capable of entering into binding contracts or is duly assisted by his parent or guardian;

7.2.2.2. by doing so, the user accepts that Strauss & Co may rely on the user’s representation that the user has unfettered legal capacity to contract.

7.2.3. The contract between the buyer and the seller of any lot sold in terms of an online auction shall be deemed to be concluded upon acceptance by Strauss & Co of the bid or offer at the hammer price (after determination of any dispute that may exist).

7.2.4. Strauss & Co is not a party to the contract of sale and Strauss & Co is not a party to the contract of sale and Strauss & Co shall not be liable for any breach of contract by either the seller or the buyer. Where a lot remains unsold, no contract of sale is concluded.

7.2.5. Due to the nature of an online auction and the fact that an offer for the sale of an lot is open for a long period of time, which provides a user with ample time to consider whether to place a bid, the provisions of the Consumer Protection Act, 2008 regarding the retraction of a bid prior to the fall of the hammer, shall not be applicable to any online auction. Therefore, once a bid in respect of the sale of a lot has been placed by a bidder, such a bid shall be regarded as final and the bidder shall not be able to retract the bid.

7.2.6. Strauss & Co shall be entitled within its sole and absolute discretion to deny any user the use of the website and shall furthermore be entitled to disbar any user who has registered to use the website should Strauss & Co suspect that such user is not a genuine bidder, buyer, seller or user of the website, may be acting illegally, fraudulently or in bad faith or intends to mislead, disrupt or interfere with the auctions or auctions; or breach or breaches the general conditions of business. Strauss & Co shall not be liable for any losses or claims of whatsoever nature arising from any denial of access to the website or user de-registration as contemplated in this clause 7.2.5.

7.3. Use of the website

7.3.1. A user is responsible for the user’s own communications on the website and is responsible for the consequences of its posting. While using the website, a user may not:

7.3.1.1. post any material on the website in terms of which the user is not the owner of the intellectual property or other proprietary rights or does not have the permission of the owner of such intellectual property or rights to post or transmit such material to the website.

7.3.1.2. post material on the website that otherwise violates any rights of third parties or violates the privacy or publicity rights of third parties;

7.3.1.3. post material on the website that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of

---

OCTOBER 2020
7.3.6. The user may link to the website, provided that the link to the website does not suggest any form of association or approval of Strauss & Co or its content.

7.3.7. Strauss & Co reserves the right at all times to discontinue displaying any information as necessary or deemed desirable by Strauss & Co. Strauss & Co’s sole discretion.

7.3.8. Any material uploaded by the user to the website will be deemed to be non-confidential and non-proprietary, unless the material is non-exclusive, non-confidential, free, sub-licensable license to use, copy, adapt, distribute and disclose to third party, in Strauss & Co’s sole discretion.

7.3.9. The website may contain links to other websites. Strauss & Co has no control over such websites, does not review or automatically refresh itself, and will not be liable for their content or accuracy. The user accesses such websites at the user’s own risk and discretion.

7.3.10. In the event of any dispute, Strauss & Co has the right to decide whether to remove or request the removal of any information as necessary or deemed desirable by Strauss & Co in its sole and absolute discretion.

7.4. Registration, passwords and signatures

7.4.1. When you register on the website, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration process on Strauss & Co’s website (such information being the “registration data”) and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete and provide any registration data that is untrue, inaccurate, not current or incomplete, or Strauss & Co has grounds to suspect that such registration data is untrue, inaccurate, not current or incomplete, Strauss & Co has the right to suspend or terminate your account and refuse any and all current or future use of the website (or any portion thereof).

7.4.2. You may receive a password and/or account designation, or a digital signature upon completing the registration process on Strauss & Co’s website. You are responsible for maintaining the confidentiality of such password, digital signature and account, and you are fully liable for any loss or damage arising from your failure to comply with this clause 7.4.2.

7.4.3. Strauss & Co does not knowingly collect personal information from children under the age of 13 through the website. If you are under 13, please do not give us any personal information. We encourage age parents and legal guardians to monitor their children’s Internet usage and to help enforce our privacy policy by instructing their children to never provide personal information through any website without parental knowledge and agreement. If you have reason to believe that a child under the age of 13 has provided personal information to us, please contact us, and we will delete that information from our databases.

7.5. Malicious software and offences

7.5.1. The user warrants that:

7.5.1.1. the user will not use the website in any way that causes, or is likely to cause, the website and access to the website to be interrupted, damaged or impaired in any way;

7.5.1.2. no form of virus, Trojans, worms, logic bombs, or other malicious coding, virus or software will be introduced onto the website or into Strauss & Co’s information technology systems which may cause any breach of the website or any other form of harm in any manner or respect;

7.5.1.3. the user will not use any robot, spider, scripts, service, software or any other automatic or manual device or process to copy, search, browse or pass or circumvent any access or use control of the website, or (b) cache or archive any content; or (c) do anything that would impose an unreasonable or disproportionate load on the website or on any other server;

7.5.1.4. the user will not: (a) use services, software or any other method or means to interfere with or disrupt the normal functioning of the website or any other business transaction being conducted on or in connection with the website.

7.5.2. The user agrees to cooperate in Strauss & Co’s investigation of any claim that the user has violated any of the provisions of this clause 7.

7.5.3. All users, bidders, sellers, or buyers; or (b) to recreate in any form or manner any substantial portion of the website; or (c) to data mine or scrape any of the material or the website or (d) otherwise access or collect any of the content, data or information from the website using automated means.

7.5.4. The user agrees not to attempt to remove, deactivate, reprogram, override or manipulate or any device, software or code or device, which may in any way for any purpose in any form anywhere in the world in perpetuity.

7.6. Use of the website

7.6.1. The content of the website is not intended for minor use. Strauss & Co does not recommend or in any manner whatever the content of the website. The record of each transaction shall be governed by the terms of the license agreement. All rights in and Strauss & Co or any third party’s intellectual property rights, other than as expressly provided in this clause 7.6., whether by implication, estoppel or otherwise.

7.6.2. Unauthorised use of the material may violate copy- right, trademark, and other laws. You may not sell, resell, distribute, reproduce, display, perform, create derivative works of, publicly transmit, or distribute the material in any way for any public or commercial purpose. The user agrees that Strauss & Co shall not be liable for any unauthorised use of any of the material.

7.6.3. Strauss & Co authorises you to view and download a single copy of the material solely for your personal, non-commercial use or solely for purposes of facilitating any transaction with Strauss & Co. The use of any software that is made available for downloading from the website (‘software’) is governed by the terms of a separate licence agreement accompanying such software (the “licensing agreement”), and is conditional on your agreement to be bound by the terms of the licensing agreement. All rights in Strauss & Co’s information technology systems which may cause any breach of the website or any other form of harm in any manner or respect.

7.6.4. Strauss & Co does not warrant that: (i) the website will be available at all times and the use of the website will not be free of any material damage, loss of connectivity or some other form of interruption; or (ii) the website site will be available at all times, the website may be unavailable due to maintenance or repairs, or Strauss & Co authorises you to view and download a single copy of the material solely for your personal, non-commercial use or solely for purposes of facilitating any transaction with Strauss & Co. The use of any software that is made available for downloading from the website (‘software’) is governed by the terms of a separate licence agreement accompanying such software (the “licensing agreement”), and is conditional on your agreement to be bound by the terms of the licensing agreement. All rights in Strauss & Co’s information technology systems which may cause any breach of the website or any other form of harm in any manner or respect.

7.6.5. Strauss & Co does not warrant that: (i) the website will be available at all times and the use of the website will not be free of any material damage, loss of connectivity or some other form of interruption; or (ii) the website will be available at all times, the website may be unavailable due to maintenance or repairs, or Strauss & Co authorises you to view and download a single copy of the material solely for your personal, non-commercial use or solely for purposes of facilitating any transaction with Strauss & Co. The use of any software that is made available for downloading from the website (‘software’) is governed by the terms of a separate licence agreement accompanying such software (the “licensing agreement”), and is conditional on your agreement to be bound by the terms of the licensing agreement. All rights in Strauss & Co’s information technology systems which may cause any breach of the website or any other form of harm in any manner or respect.

7.7. Privacy

7.7.1. Strauss & Co is committed to maintaining your privacy. Strauss & Co does, however, gather certain personal information that you provide to the website. For information regarding Strauss & Co’s policies for using your personal information please read our Privacy Policy.

7.7.2. When a user logs onto the website using the user’s personal information, the user will be able to access a full record of all transactions conducted on the website. The record of each transaction shall be available for such period as may be prescribed under applicable law.

7.8. Use of the auction or commerce portions of the website

The auction or commerce portions of the website are available only to clients of Strauss & Co. This includes in all cases minors (persons who have not reached their eighteenth birthday).

7.9. Export control of software and technical data

The following applies with respect to software and other material of a technical nature that you may obtain from the website (other requirements set forth in clause 2.4 to the general terms of business may apply with respect to items offered for sale, purchased or sold). The United States (US) and other foreign countries controls the export of such products. You agree to comply with all such restrictions and agree not to export or re-export the material (including software) to countries or persons prohibited under the export control laws. By downloading the material, software and other material, you are agreeing that you are not in a country where such export is prohibited and that you are not on the list of specially designated nationals and blocked persons maintained by the US Department of Treasury (OFAC), any other OFAC sanctions lists, the consolidated list of financial sanctions targets, the consolidated list of persons, groups and entities subject to United Nations (UN) financial sanctions maintained by the EU, or any other list of targeted persons, entities, groups or bodies issued by or on behalf of the United Nations or the United Kingdom.

10. Liability disclaimers

10.1. Any commentary, advice, information, suggestions, opinions, answers or any other information posted on the website is for guidance purposes only. You are advised to interpret it in amount to advice on which reliance should be placed and is posted merely for guidance purposes only. Strauss & Co does not warranty of any such information at the user’s own risk and in the user’s own discretion and disclaims and indemnifies Strauss & Co from and against any and all liability and responsibility arising from any reliance placed on such information whether posted on the website or by any other person visiting the website.

10.2. Neither Strauss & Co nor any of our agents or representatives shall be required to give any representations, guarantees or warranties or for the availability of any part of the website or for the availability of any software that is made available for downloading from the website.

10.3. Notwithstanding anything to the contrary contained in the general conditions of business Strauss & Co shall have no liability for any compensation, loss, damage, cost, claim or penalty of whatsoever nature, arising whether in contract, in tort, by special, and consequential damages; loss of profits, commercial or economic loss; whether caused by latent or patent defects in the website, the accuracy or adequacy of use of the website or use of the website and content contained on the website or otherwise, in the website, or use of the website and content contained on the website or otherwise, including in respect of: Strauss & Co or any third party. If you would like information about obtaining Strauss & Co’s general works based on or modify the material (including, without limitation, preparation of summaries of the material or ‘thumbnails’ of any image, text, or graphics or operates from or does business in a sanctioned territory or; or (ii) otherwise targeted under any anti-bribery and corruption legislation.

10.4. Although all efforts will be made by Strauss & Co in procuring that no malicious content can be received by the user through the website and although all efforts will be made by Strauss & Co to procure the availability of the website, Strauss & Co does not warrant that the use of the website will not be free of any malicious content or viruses, any loss resulting from a distributed denial-of-service attack, or any malicious content that is transmitted whether intentionally or unintentionally, is fully protected by any internal or external security measures and will not be liable for any loss or damage arising from your failure to comply with this clause 7.4.2.

10.5. Strauss & Co does not knowingly collect personal information from children under the age of 13 through the website. If you are under 13, please do not give us any personal information. We encourage
1. INTERPRETATION
All interpretations and definitions used in this privacy policy appear in and shall be interpreted in accordance with the general conditions of business.

2. INTRODUCTION
2.1. This is the privacy policy of Strauss & Co Proprietary Limited ("Strauss & Co") and applies to all relevant dealings and interactions between Strauss & Co and the user.
2.2. For purposes of the Protection of Personal Information Act, 2013 ("POPIA"), Strauss & Co is the responsible party for the processing of users' personal information and in terms of the General Data Protection Regulation (GDPR) (EU) 2016/679 ("GDPR") Strauss & Co is the data controller for the processing of users' personal information.
2.3. Strauss & Co is committed to protecting users' privacy and personal information and therefore warrants that no information collected by it will be used for any purposes other than as stipulated in or reasonably expected from the general terms of business or this privacy policy.
2.4. By making use of the website, placing a bid and/or buying a lot or linking to the website, the user explicitly agrees and consents to the provisions of this privacy policy, including the further provisions outlined in the general terms of business. If the user does not agree with the above, the user must refrain from accessing the website.
2.5. Any personal information collected is for Strauss & Co's internal business purposes or other statutory requirements only, and no personal information will be supplied or distributed to any third party without the user's consent unless the supply or distribution of such personal information is reasonably expected or necessary for the performance by Strauss & Co of its obligations under and in terms of the general terms of business.
2.6. The personal information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without the user's consent, other than for the express purpose of effecting the collection of any purchased lot. This does not include trusted third parties, who assist Strauss & Co in operating the website, conducting business or servicing the user, provided that such third parties agree to keep this information confidential.
2.7. Strauss & Co may release the user's personal information when it believes such release is appropriate in order to comply with the law, enforce its general terms of business and/or to protect its or third parties' rights, property or safety.
2.8. Notwithstanding the provisions of this clause 2, anonymized, non-personally identifiable user information may be provided to other parties for marketing, advertising, statistical and/or record-keeping purposes.
2.9. Strauss & Co understands the importance of keeping users' personal information secure and has implemented appropriate technical and physical steps to safeguard it.

3. USE OF PERSONAL INFORMATION
3.1. The general types of personal information that Strauss & Co or invaluable.com may collect from users and the process to collect personal information are as follows:
3.1.1. personal information provided by the user by filling in the forms on the website and information given in hard copy form by any other means (submitted user information); providing the user's name, date of birth, address, credit information and any other personal information relevant to the services provided by Strauss & Co. The processing of such personal information is necessary for the performance of a contract between Strauss & Co and the user and to comply with South African legal obligations;
3.1.2. as part of the submitted user information, the user may also provide information and marketing preferences, which are relevant to the services provided by Strauss & Co. The processing of such personal information is deemed to constitute processing in the pursuit of the legitimate interests of Strauss & Co;
3.1.3. correspondence or other contacts that a user may have with Strauss & Co, which is deemed to be for the legitimate interests of Strauss & Co;
3.1.4. details of transactions carried out through the Invaluable Platform or the Website and any communications by telephone, in person, or by any other means relating to those transactions, which information is necessary for the performance of a contract between Strauss & Co and the user;
3.1.5. Strauss & Co may also obtain information when a user subscribes to Strauss & Co's catalogues. In this regard, the processing of such personal information is in pursuit of the legitimate interests of Strauss & Co; and
3.1.6. details of a user's visit to the website including, but not limited to traffic data, web logs or other communication data and resources accessed by the user, which is in pursuit of the legitimate interests of Strauss & Co.
3.2. Specific personal information that Strauss & Co may collect and process from a user's use of the website, which is in pursuit of the legitimate interests of Strauss & Co, consists in the following, namely:
3.2.1. Cookies. A cookie is a simple text file that is stored on a user's computer or mobile device by a website's server and only that server will be able to retrieve or read the contents of that cookie. It allows a website to remember things like the preferences of a user. The use of the website by a user will result in Strauss & Co placing cookies on the user's computer, as set out further in clause 12.
3.2.2. IP Addresses. When visiting the website, Strauss & Co may collect certain information pertaining to the user's computer, including the user's IP address, operating system and browser type.
3.3. Personal information is collected for the following reasons, purposes and legal grounds:
3.3.1. To improve client service. User personal information helps Strauss & Co to more effectively respond to the client service requests and support the needs of users. The legal basis for processing such personal information is that it is in pursuit of the legitimate interests of Strauss & Co;
3.3.2. To process transactions. User personal information, whether public or private, will not be sold, exchanged, transferred, or given to any other company.

22nd October 2020
4. SECURITY OF INFORMATION

4.1. Strauss & Co undertake to protecting the personal information of users and securing its information technology systems. Strauss & Co considers the confidentiality of users' personal information to be important and industry-standard security measures are utilized to safeguard personal information from manipulation, destruction or access by unauthorised parties. Strauss & Co also endeavours to comply with any applicable authorisation laws.

4.2. Strauss & Co continually enhances its security measures as new technology is made available and in response to newly discovered threats.

4.3. A variety of security measures are used to maintain the safety of the personal information when a bid is placed or a lot is purchased or personal information is entered onto the Strauss & Co website for any other reason.

4.4. All supplied sensitive personal information including, but not limited to, personal particulars, credit card or EFT details are transmitted via Secure Socket Layer (SSL) technology and then encrypted into the database of Strauss & Co’s payment provider. Such information will only be accessible by the authorised personnel with special access rights to such systems, and such individuals are required to keep the information confidential.

4.5. After a transaction has been concluded on the website, the user’s purchase information, such as credit card data for electronic fund transfer (EFT) details will not be stored on Strauss & Co’s servers.

4.6. Strauss & Co does not send e-mails to users asking them to provide it with their account or other information or e-mails inviting users to link to its website and shall not be liable for any loss suffered by any person relating to such fraudulent e-mails sent by third parties or other related fraudulent practices by Strauss & Co or any other person relating to the fraudulent e-mails sent by Strauss & Co.

5. RESPONSIBILITIES OF THE USER

5.1. Each user remains responsible for maintaining the confidentiality of his or her username, password, credit card details and any other security information provided to or chosen by the user.

5.2. Strauss & Co requires users to: (i) use strong account passwords for the website; (ii) not share account login details with any person; and (iii) change their passwords on a regular basis.

5.3. The user remains responsible for restricting access to the user’s computer or other electronic device, but shall be liable for any purchases made or bids placed using his or her details regardless of whether a third party had gained access to such user’s computer or other electronic device or username, password and other personal information.

5.4. This privacy policy is subject to change from time to time and it is the responsibility of the user to ensure that he or she is up-to-date with these provisions when making use of the website.

5.5. Where changes to this privacy policy will have a fundamental impact on the nature of the processing or on a substantial part of the personal information, Strauss & Co will provide a reasonable notice to enable a user to exercise the user’s privacy rights. This includes such instances where the user’s use is placed in the European Economic Area (‘EEA’) and wishes to object to the processing of personal information.

6. LINKS TO THIRD PARTY SITES

6.1. Occasionally Strauss & Co may include links to third party websites.

6.2. The personal information that users provide to Strauss & Co will not be transmitted to these third party websites. These third party sites may however collect personal information of users in accordance with their separate and independent privacy policies and Strauss & Co therefore has no responsibility or liability regarding any activities conducted by the user on such sites.

6.3. Nonetheless, Strauss & Co seeks to protect the integrity of its site and welcomes any feedback about these third party sites, which feedback can be e-mailed to info@straussart.co.za.

7. PERSONAL INFORMATION TRANSFERS

7.1. Strauss & Co shall only transfer a user’s personal information to entities from countries which have lower levels of data protection than the exporting country (‘countries without equivalent protection’), if users are notified of the risk and the information is secure in countries with equivalent protection.

7.2. The personal information that is obtained from users when registering for online auctions will be held on servers located in the United States of America and the United Kingdom. Strauss & Co shall procure that third parties who host users’ personal information is under a legal obligation to comply with the requirements of the GDPR and the Safe Harbour provisions, to the extent applicable, when conducting any processing activities or transfer of personal information.

8. RETENTION OF PERSONAL INFORMATION

8.1. Strauss & Co may retain the personal information of users for as long as is necessary to render its services, maintain business records, comply with the South Africa’s Financial Intelligence Centre Act, 2001 (‘FICA’) tax and legal requirements. The retention of personal information also serves to protect and defend Strauss & Co against potential legal claims.

8.2. For purposes of Strauss & Co’s research and record-keeping of the ownership of art objects, to assist with checks on the validity of works, provenance and title, Strauss & Co will keep the personal information of users for as long as the record is relevant to the legitimate interests of Strauss & Co.

9. ADDITIONAL REQUIREMENTS UNDER THE GDPR

9.1. The entity that is responsible for the personal information.

9.2. The legal basis on which Strauss & Co relies to process personal information.

9.3. If Strauss & Co has asked for consent to process personal information, a user may at any time withdraw such consent. This will not affect the lawfulness of Strauss & Co’s processing of the personal information prior to a user’s withdrawal.

10. USERS’ RIGHTS

10.1. Users residing in the EEA have the legal right to make a subject access request to Strauss & Co to obtain access to their personal information and the reasons for processing such personal information.

10.2. For any further copies of personal information being requested by the user, Strauss & Co may charge a fee for processing such requests. If the user provides the information to a third party, the user shall be responsible for any reasonable costs for providing such information.

10.3. Users may, in addition to subject access requests, ask Strauss & Co that that their personal information be: (i) rectified if the information is inaccurate or out of date; (ii) erased; or (iii) restricted in terms of its usage.

10.4. If a user has provided Strauss & Co with personal information and the grounds for processing such information are either contractual in nature or based on consent, the user has the right to be provided with the personal information in a structured, commonly used and machine readable format for transmitting it to another data controller.

10.5. A user also has a right to object to instances of processing in the following cases, namely:

10.5.1. Direct marketing: A user has, in accordance with the GDPR, the right to object to direct marketing at any time.

10.5.2. Legitimate interests: Where Strauss & Co processes personal information because of the legitimate interests, a user has a right to object to this.

10.6. If Strauss & Co has asked for consent to process personal information, a user may at any time withdraw such consent. This will not affect the lawfulness of Strauss & Co’s processing of the personal information prior to a user’s withdrawal.

11. ADDITIONAL REQUIREMENTS UNDER THE GDPR

11.1. If Strauss & Co wishes to process personal information for advertising and marketing purposes, Strauss & Co may at any time withdraw such consent. This will not affect the lawfulness of Strauss & Co’s processing of the personal information prior to a user’s withdrawal.

11.2. Strauss & Co may use the personal information it collects, for example, purchase and bidding information, to deduce the interests of a user. Strauss & Co may employ such information for automated decisions about the content and suggestions presented to users on its website.

11.3. Strauss & Co may use automated tools to flag suspicious activities, for example, where Strauss & Co can demonstrate that there is a legal requirement to process the user’s personal information.

11.4. If a user would like to object or exercise any of these rights, they are entitled to contact Strauss & Co to update or correct personal information if it changes or if it is inaccurate.

12. COOKIES

12.1. When a user visits the website, Strauss & Co will place cookies on the computer or other electronic device of the user. The cookies that are utilised by Strauss & Co can be classified into the following categories:

12.1.1. Functionality: These cookies allow the website to remember information that was provided by a user when previously accessing the website. These cookies provide more personal features to a user’s experience.

12.1.2. Performance: These cookies allow the website to remember information that was provided by a user when previously accessing the website. These cookies provide more personal features to a user’s experience.

12.1.3. Essential: These cookies are integral to enable a user to navigate the website. Certain features on the website will not work properly if a user does not agree to the deployment of the cookies. Strauss & Co may in such instance be unable to provide services to a user unless the user accepts the use of such cookies.

12.1.4. Preference: These cookies collect information about how visitors use the website. Information identifying a visitor is not collected in these cookies. The only information that is obtained by Strauss & Co is aggregated and anonymous. The reason for collecting such information is to improve the manner in which the website operates.

12.1.5. Targeting: These cookies collect information about how visitors use the website. Information identifying a visitor is not collected in these cookies. The only information that is obtained by Strauss & Co is aggregated and anonymous. The reason for collecting such information is to improve the manner in which the website operates.

12.1.6. Other cookies: These cookies allow the website to remember information that was provided by a user when previously accessing the website. These cookies provide more personal features to a user’s experience.