



CERTIFICATE OF ATTESTATION

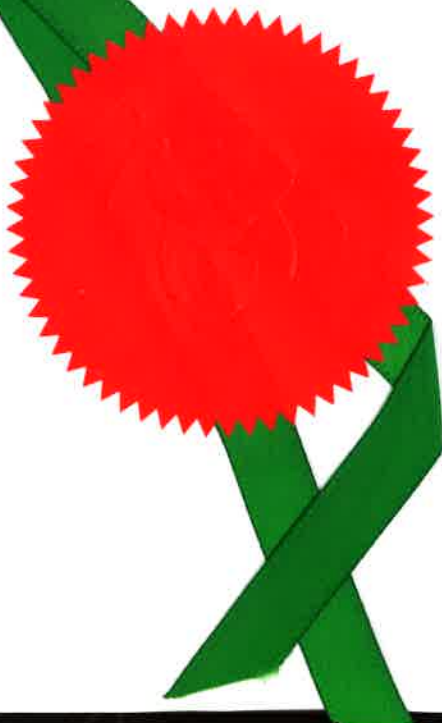
I, the undersigned, **TSHOLOFELO BEATRICE MASOKOAMENG**, Vice Consul
at the Consulate General of the Republic of South Africa, New York,
hereby certify that, **IAN BASSIN**, of whose identity I have satisfied myself,
has this day signed the attached **FOUNDING AFFIDAVIT** in my presence.

These documents have been united and sealed with the official seal of
this Consulate General.

A handwritten signature in black ink, appearing to read 'T. Masokoameng', positioned above a horizontal line.

TSHOLOFELO BEATRICE MASOKOAMENG
Vice Consul

New York
10 September 2012



**IN THE SOUTH GAUTENG HIGH COURT, JOHANNESBURG
(REPUBLIC OF SOUTH AFRICA)**

CASE NO:

In the matter between:

AVAAZ FOUNDATION

Applicant

and

PRIMEDIA (PTY) LIMITED

First Respondent

AIRPORTS COMPANY OF SOUTH AFRICA LIMITED

Second Respondent

FOUNDING AFFIDAVIT

I, the undersigned

IAN BASSIN

do hereby make oath and state as follows:

- 1 I am the General Counsel and Campaign Director of the Avaaz Foundation, employed at its New York office situated at 857 Broadway, New York, N.Y. I am duly authorised to depose to this affidavit on behalf of the Avaaz Foundation.

- 2 The facts contained herein are true and correct and, unless the context indicates otherwise, within my personal knowledge. Where I make legal submissions, I do so on the advice of the Avaaz Foundation's legal representatives.

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THE PARTIES

3 The applicant is the **AVAAZ FOUNDATION** ("Avaaz" or "Avaaz.org").

3.1 Avaaz is an independent, non-profit global campaigning organisation, founded in 2007. It is incorporated in the US State of Delaware as a non-profit, social welfare organisation under section 501(c)4 of the United States Internal Revenue Code (26 U.S.C). It is wholly member-funded, and does not accept donations from corporations or governments.

3.2 Avaaz has a simple democratic mission: "to close the gap between the world we have and the world most people everywhere want". It has over 15,6 million members in 194 countries, making it the largest-ever web-based campaign movement. Of these, more than 134,000 members are in South Africa.

3.3 Avaaz's members use the internet to campaign and take collective action – signing petitions, funding media campaigns and direct actions, lobbying governments, and organising offline protests and events – on pressing public-interest issues such as climate-change, corruption, poverty and human rights. It campaigns in 15 languages, and is served by a core team on 6 continents and thousands of volunteers.

3.4 Since 2007, Avaaz has taken more than 50 million actions online and offline, and organised almost 10,000 rallies, vigils, marches and other events. Examples of campaigns run by Avaaz around the world include:

3.4.1 '*Saving the Internet*' (January 2012): Avaaz collected over 3 million signatures on a petition opposing the proposed Protect

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Intellectual Property Act and Stop Online Piracy Act, bills which would have empowered the US government to block access to entire Internet domains, endangering sites like YouTube, WikiLeaks and even Avaaz. Avaaz organised an hour-long meeting with top White House officials to deliver the petition. In the face of considerable public pressure, of which Avaaz was a part, the White House subsequently buried the bill. In a related campaign, Avaaz collected more than 2,8 million signatures on a petition calling on the EU Parliament to reject a treaty containing similar threats to the Internet. In rejecting the treaty, the European Parliament cited the Avaaz petition as one of the reasons behind its rejection.

3.4.2 *'Free the Workers'* (June 2012): Avaaz collected more than 20,000 signatures to lift an oppressive travel ban imposed by an employer in Bahrain by order of court. The travel ban prevented Indian migrant workers from returning home to India. Following the imposition of the ban, more than twenty workers took their own lives. After resisting pressure from the Indian government and other rights groups, the company responsible for the travel ban relented within days of Avaaz delivering its petition to the company's business partners.

3.4.3 *'Guarding the Amazon'* (November 2011): Half a million Avaaz members joined over 1,000 indigenous protesters in demanding that Bolivian President Evo Morales halt construction of a

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highway that would pass through the heart of the Amazon rainforest. Avaaz staff met with top Bolivian cabinet ministers to strengthen the hand of the indigenous protesters. The campaign, along with the public pressure of the local indigenous movement, helped convince Morales to cancel construction, repeal the decision granting permission for the project, and pledge to protect the impacted TIPNIS national park and indigenous territory.

3.4.4 *'Stopping Sex Slavery'* (January 2011): Avaaz collected 317,000 signatures on a petition to the CEO of Hilton Hotels urging him to take a stand against international sex trafficking and warning him that unless he changed course to fully protect women and children in Hilton's hotels, Avaaz would run hard-hitting advertisements on the issue in his hometown. Four days later, Hilton agreed to train all of its international employees on the detection and prevention of sex slavery

3.4.5 Avaaz has also run campaigns concerning South Africa. For example, in 2011, Avaaz collected 52,038 signatures in South Africa over the course of a multi-stage campaign aimed at South African lawmakers to amend the Protection of State Information Bill, and to protect the rights of whistleblowers in particular.

4 The first respondent is **PRIMEDIA (PTY) LIMITED** ("Primedia"), a private company incorporated under the company laws of the Republic of South Africa,

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having its principal place of business at 5 Gwen Lane, Sandown, Johannesburg.

- 5 The second respondent is the **AIRPORTS COMPANY OF SOUTH AFRICA LIMITED** ("ACSA"), a public company incorporated under the company laws of the Republic of South Africa, having its head office at 24 Johnson Road, Bedfordview, Gauteng.

NATURE OF THE APPLICATION

- 6 This application concerns the removal by Primedia and ACSA of an Avaaz campaign advertisement from display in the O. R. Tambo International Airport in August 2012. The advertisement was pre-approved by Primedia, and due to be displayed for one month under an advertising service contract between Primedia and Avaaz dated 27 July 2012.

- 7 For the reasons set out below, I submit that the removal was unlawful on three grounds, namely that it constituted a breach of –

7.1 the contract concluded between Primedia and Avaaz;

7.2 the constitutional right to freedom of expression, enshrined under section 16 of the Constitution of the Republic of South Africa, 1996;¹ and

¹ Section 16 of the Constitution provides:

"(1) Everyone has the right to freedom of expression, which includes–

(a) freedom of the press and other media;

(b) freedom to receive or impart information or ideas;

(c) freedom of artistic creativity; and

(d) academic freedom and freedom of scientific research.

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- 7.3 the constitutional right to just administrative action, protected under section 33 of the Constitution² and the Promotion of Administrative Justice Act 3 of 2000 ("PAJA").

BACKGROUND FACTS

The advertisement

- 8 The advertisement depicts a lioness looking down the barrel of a gun, with an image of President Jacob Zuma in the background. The caption in the advertisement reads, "President Zuma Can Save Her Life". Underneath the image, Avaaz's name and website address is printed ("www.Avaaz.org/lions"), together with the message: "Our lions are being slaughtered to make bogus sex potions for Asia. Will President Zuma save them? Urge him to stop the deadly lion bone trade now." A copy of the advertisement is attached as Annexure "AF1".
- 9 The advertisement forms part of Avaaz's 'Stop the lion bone trade campaign', launched on 27 June 2012. The campaign is aimed at pressuring the South African government to ban the trade of lion bones and organs. The factual

(2) The right in subsection (1) does not extend to-

(a) propaganda for war;

(b) incitement of imminent violence; or

(c) advocacy of hatred that is based on race, ethnicity, gender or religion, and that constitutes incitement to cause harm."

² Section 33 of the Constitution provides, in relevant part:

"(1) Everyone has the right to administrative action that is lawful, reasonable and procedurally fair.

(2) Everyone whose rights have been adversely affected by administrative action has the right to be given written reasons."

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background to the campaign is described in a press statement issued by Avaaz on 9 August 2012, a copy of which is attached as Annexure "AF2". It includes the following facts:

- 9.1 South Africa is the largest exporter of lion bones, mostly from lions killed on "canned hunting farms".
- 9.2 The latest South African government figures show a 250% increase in these exports between 2009 and 2010.
- 9.3 Lion bones are exported predominantly to Asian countries, where they are used in products advertised to have medicinal benefits (although no scientific evidence suggests that such benefits exist). Currently, a lion skeleton is estimated to be worth over US\$10,000.
- 9.4 As a result in part of the lion bones trade, the population of lions in Africa have dwindled from more than 200,000 in the 1970s to approximately 20,000 today. In South Africa, by some accounts the numbers have dropped to as low as 2,200 lions.
- 9.5 Minister of Water and Environmental Affairs, Edna Molewa announced in May 2012 that she is not considering placing a moratorium on the lion bones trade, a decision widely criticised by conservationists.
- 9.6 As the response to the banning of the ivory trade shows, a total ban on trade in animal body-parts can be an effective means of preserving a species.

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10 The Avaaz 'Stop the lion bone trade campaign' is organised around three initial phases.

10.1 The first phase involves collecting one million internet signatures to petition the South African government to take measures to stop the international trade in lion bones. The petition is addressed directly to President Zuma. To date, more than 718,000 signatures have been recorded.

10.2 The second phase, executed on 7 to 9 August 2012, involved sending advocacy letters via email and fax to the Office of the Presidency, the Minister of Tourism, the Minister of Water and Environmental Affairs, COSATU, CITES Secretariat (Convention of International Trade in Endangered Species and Wild Fauna & Flora), and Skål International (a professional organisation of executives and managers in the tourism industry). The letters informed them of Avaaz's campaign and requested their efforts to help ban the trade. The letters also alerted the recipients to the advertising campaign, which Avaaz was poised to launch. A copy of the letter addressed to the Office of the Presidency is attached as "AF3". On 8 August, Avaaz confirmed the Presidency's receipt of the fax and awareness of the campaign with Acting Chief Director for Presidential Support Services Ms Matho Mhlongo.

10.3 The third phase of the campaign, the advertising campaign, is the subject of this application. It involves the display of advertisements in the International Arrivals Hall of O.R. Tambo International Airport, as well as

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advertisements in the South African Airways in-flight magazine, *Sawubona* and on the Google search-engine.

Pre-approval of the advertisement and conclusion of the contract

11 In late June 2012, Avaaz entered into negotiations with Primedia to secure the production and placement of the print advertisements in the International Arrivals Hall of O.R. Tambo International Airport.

12 Prior to the conclusion of the contract, Primedia approved the advertisement. This pre-approval was incorporated under clause 23.1 of the written contract by—

12.1 the deletion of the following clause:

"By virtue of the Company [i.e. Primedia] subscribing to the ASA's Code of Conduct and being bound by various licence restrictions, the Company shall be entitled at its own discretion, to reject any artwork supplied by the Advertiser if it is not satisfied with the quality or content of the material provided".

12.2 and the insertion of the following provision, confirmed by accompanying signatures of the contracting parties:

"The artwork for this contract has been pre-approved and is attached as Appendix A."

13 The negotiations surrounding the pre-approval of the advertisement and conclusion of the contract occurred as follows:

13.1 On 19 July, Avaaz sent Primedia the proposed artwork for the advertisement.

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- 13.2 Primedia approved the artwork via e-mail on 20 July. Primedia's contact person, Rodney Mariappen wrote to Allison Johnson, an Avaaz campaigner, stating that: *"I also spoke to my manager & he is ok with the artwork because it is only for 1 month"*.
- 13.3 On 23 July, Ms Johnson sent a follow-up e-mail to Mr Mariappen to enquire whether Primedia had satisfied itself that the advertisement complied with all South African legal standards. Johnson wrote: *"Does Prime Outdoor have an in house lawyer who looks at all the ads to ensure they meet any and all South African legal standards?"* The following day, Mr Mariappen advised Ms Johnson that Primedia did have an in-house attorney.
- 13.4 Mr Mariappen sent the proposed contract to Ms Johnson for review and completion on 27 July. The same day, Ms Johnson sent the final artwork to Mr Mariappen.
- 13.5 On 30 July, Ms Johnson sent Mr Mariappen proposed changes to the contract (including the change described in paragraph 12 above).
- 13.6 On 31 July, Mr Mariappen sent a message to Ms Johnson confirming that Primedia's sales executive had stated that the changes would be honoured. Later that day, Ms Johnson sent a message with the signed contract attached with the agreed revisions written by hand and initialled.
- 13.7 On 1 August, Mr. Mariappen sent the signed contract back to Ms Johnson.

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- 13.8 A copy of this email correspondence is attached as Annexure "AF4". I also attach hereto a confirmatory affidavit by Allison Johnson.
- 14 The final contract, a copy of which is attached as Annexure "AF5", provided that Primedia would produce and display the approved advertisement on ten pillars in the International Arrivals Hall for an initial contract period of one month, commencing 1 August 2012, at a monthly rental fee of R160,000.
- 15 However, due to delays on Primedia's part, Primedia did not install the artwork on the pillars until 7 August 2012. In an email exchange on 2 August, Gloria de Jager of Primedia assured Ms Johnson that the contract window would be adjusted to run from 8 August to 11 September 2012. A copy of this correspondence is attached as Annexure "AF6".
- 16 Upon confirmation of the revised advertising period, Avaaz paid the full contract amount, totalling R198,750, which included production costs, on 2 August 2012.

Removal of the advertisement

- 17 On 16 August 2012, after the advertisement had been posted for a mere nine days, Primedia advised Avaaz by email and voicemail that it had been instructed by ACSA to blank-out the advertisement with immediate effect. It proceeded to do so that same evening.
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- 17.1 No reasons were provided as to why Primedia had been instructed by ACSA to remove the advertisement nor what efforts, if any, Primedia made to resist the instruction.
- 17.2 Nor was any opportunity afforded to Avaaz to make representations on whether the advertisement should be blanked-out.
- 17.3 A copy of the email is attached as Annexure "AF7".
- 18 In a follow-up conversation with Avaaz Campaign Director Heejung (Jamie) Choi, Primedia's Sales and Marketing Director, Peter Lindstrom, expressed the view that he did not think the advertisements were "over the line", but that Primedia was under immense pressure from ACSA to blank-out the advertisement. He explained that ACSA referred to the Advertising Standard Authority of South Africa's ("ASA") Code of Advertising Practice ("ASA Code") to support its order to remove the advertisement. Mr Lindstrom stated that Primedia was going to file a request with the Association for Communication and Advertising's Advisory Service ("ACAAS") to advise on the matter and that it would follow this advice. I attach hereto a confirmatory affidavit by Heejung (Jamie) Choi.
- 19 Following the call, Mr Lindstrom forwarded Avaaz the email he had received from ACSA instructing Primedia to remove the advertisement. The email included correspondence between ACSA and Primedia discussing the advertisement. The emails, attached as Annexure "AF8", indicate that:

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- 19.1 ACSA was alerted to the presence of the advertisement on or about Tuesday, 14 August when a journalist requested access to the International Arrivals Hall to photograph the pillars.
- 19.2 On 15 August, upon reviewing the journalist's request and viewing the advertisement, Solomon Makgale of ACSA concluded that the content was "controversial" and advised that the journalist should not be allowed to photograph it or be given photographs of the advertisement, but should instead be directed to Primedia.
- 19.3 In a follow-up message, Tebogo Mekgoe of ACSA expressed the view that *"No matter our personal views on the matter, there is an implicit message in the content of the advert that says the President (personally) is currently standing by while our lions are being killed and is thus complicit in the killings. For this reason I would urge that you sensitise the MD about what could potentially be a public relations nightmare especially given that it is at the entry point into South Africa."*
- 19.4 On 15 August, Primedia's Airports Manager, Vally Naidoo was advised by ACSA's Adele Williams "to remove [the advertisement] a.s.a.p."
- 19.5 On 16 August, Mr Naidoo informed his colleagues at Primedia, Mr Lindstrom and Mr Mariappen, that the pillars would be blanked-out later that day.
- 20 ACAAS sent Primedia its advice on the advertisement's alleged non-compliance with the ASA Code on 16 August. The three-page advisory letter stated inter alia that *"the portrayal etc of the lion will be offensive to the majority*

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(b)

of viewers and the advertisement could therefore be in contravention of clauses 1 and 1.1 of Section II [of the Code] in respect of offensive advertising."

Primedia forwarded the letter to Avaaz, a copy of which is attached as Annexure "AF9". I address the merits of the advisory letter at paragraphs 47 to 50 below.

- 21 To avoid confusion, I emphasise that I understand that ACAAS is not the same as the ASA.

21.1 The ASA is the body that is, by contract, empowered to deal with complaints regarding breaches of the ASA Code. It is the body that was referred to in clause 23.1 of the draft agreement between Primedia and Avaaz (though the clause was deleted as explained above) and also in the agreement between ACSA and Primedia.

21.2 The ACAAS is a separate entity which provides advice to the advertising industry. It has no official status and is not referred to in the Primedia/Avaaz contract or, as far as I am aware, in the Primedia/ACSA contract.

- 22 On 22 August, Avaaz delivered a letter to Primedia and ACSA demanding that the advertisement be reinstated with immediate effect. The letter further requested that, in the event of refusal to reinstate the advertisement, Primedia and ACSA furnish reasons for the decision to remove the advertisement and disclose the basis on which they contended the decision to be lawful. A copy of the letter is attached as "AF10".

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23 ACSA responded to Avaaz in a letter dated 27 August 2012.

23.1 ACSA advised Avaaz that it had instructed Primedia to remove the advertisement after receiving "*verbal comments from members of the public*" which "*raised the possibility of the advertisement being objectionable*". This explanation appears to differ from the contemporaneous account documented in ACSA's email chain of 14 to 16 August, attached as "AF8".

23.2 ACSA stated further that the removal of the advertisement was in line with a Concession Agreement entered into with Primedia, which agreement is confidential. A copy of the letter is attached as "AF11".

24 Primedia responded to Avaaz by letter dated 28 August 2012, a copy of which is attached as Annexure "AF12". Primedia advised Avaaz that sub-clauses 8.1.4 and 8.1.5 of its Concession Agreement with ACSA bound it to comply with ACSA's instructions. It quoted the clauses in the letter as follows:

"8.1 The Concessionaire hereby undertakes –

...

8.1.4 *not to display any Advertisement which does not meet the code of conduct stipulated by the Advertising Standards Authority from time to time and should the Concessionaire be in breach of this clause 8.1.34 [sic], it will remove such Advertisement within 24 hours after receipt by it of written notification to that effect from ACSA or the Advertising Standards Authority;*

8.1.5 *notwithstanding the provisions of clause 8.1.3, not to display any Advertisement which, in the sole opinion of ACSA (which opinion is not subject to arbitration in terms of clause 20 (dispute resolution), is unsightly or of an objectionable nature, and the Concessionaire shall remove such Advertisement within 24 hours after receipt by it of written notification to that effect from ACSA."*

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- 25 I point out that ACSA and Primedia have both thus far refused to disclose the full terms of the Concession Agreement. I submit that this is inappropriate and impermissible. I expressly invite them to do so as part of their answering papers.

BREACH OF CONTRACT

- 26 Clause 4.2 is the pertinent provision in the contract concluded between Primedia and Avaaz. It governs the termination of the advertising service provided by Primedia, and states:

4.2 *In the event of the Company being prevented for any reason which is beyond the reasonable control of the Company and without in any way limiting the generality of the foregoing, by reason of any Law or Regulation or state of emergency, embargo or civil commotion, from flighting the Sign or supplying the Advertising Service to the Advertiser, then:*

4.2.1 *The Advertiser shall have no claim of whatsoever nature and arising from whatsoever cause against the Company, which includes that the Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties arising out of non-compliance by the Company from tendering the Advertising Service to the Advertiser as provided for herein, save for instalments payable in advance and not yet utilised;*

4.2.2 *The Company shall be entitled in its sole and absolute discretion to terminate this Agreement and to give the Advertiser written notice as provided for in clause 17 and without prejudice to any claim the Company might have against the Advertiser for any causes of action which arose prior to such termination. (Emphasis added.)*

- 27 On a proper interpretation, clause 4.2 did not permit the removal of the advertisement by Primedia, for at least the following reasons:

27.1 Primedia pre-approved the content of the advertisement. It cannot therefore be said that the content of the advertisement, or any concerns

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arising in relation thereto, was 'beyond the reasonable control' of Primedia as contemplated in clause 4.2.

27.2 The reasons for termination contemplated under clause 4.2 do not include the removal of the advertisement on the instruction of ACSA, pursuant to its Concession Agreement with Primedia.

27.2.1 The illustrative list of reasons contained in clause 4.2 – viz. "any Law or Regulation or state of emergency, embargo, or civil commotion" – suggests that the reasons contemplated under this provision are extraordinary in nature and are new conditions or an altered state of affairs, not pre-existing constraints (such as licensing constraints).

27.2.2 To the extent that pre-existing and material constraints apply to the advertising service offered by Primedia, a prospective client would reasonably expect Primedia to disclose such constraints during the contractual negotiations. This is particularly so given the warranty under clause 16.1 of the contract, which provides:

"16.1 The Company warrants that it has the License to grant the Advertiser the Advertising Service in terms hereof and hereby indemnifies the Advertiser against any third party's claim arising out of breach of this warranty".

27.2.3 The contract makes no reference to Avaaz being bound by the terms of any agreement between ACSA and Primedia, or being subject to ACSA's authority in respect of the display of the advertisement. Nor were such conditions ever disclosed to Avaaz during the negotiation of the contract. To the contrary,

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Avaaz raised the issue of pre-approval and insisted on obtaining it before concluding the contract.

27.2.4 As a result of the pre-approval, Primedia agreed specifically to remove reference to any discretion it might otherwise exercise by virtue of being bound by the ASA Code or other licence restrictions (eg. a Concession Agreement with ACSA) with respect to the advertisement. The amendment to the contract is described in paragraph 12 above.

- 28 No other provision in the agreement afforded Primedia the right to blank-out the advertisements during the term of the contract based on the content of the advertisement.
- 29 Even if any clause in the contract did permit the removal of the advertisement, which is denied, the enforcement of such clause would be contrary to public policy and unconstitutional. In particular, the enforcement would violate the right to freedom of expression, as protected under section 16 of the Constitution for the reasons given below.

INFRINGEMENT OF THE RIGHT TO FREEDOM OF EXPRESSION

- 30 Notwithstanding any alleged contractual basis for the removal of the advertisement, the actions of both Primedia and ACSA unjustifiably infringed the constitutional right to freedom of expression of Avaaz, its members and the public.

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- 31 The right to freedom of expression is enshrined under section 16 of the Constitution. The right expressly protects the freedom of the press and other media, which includes mass communication in the form of advertising.³ Section 16 also protects the freedom to receive or impart information or ideas (section 16(1)(a) and (b) of the Constitution).
- 32 ACSA is an organ of state as defined under section 239 of the Constitution, in that it is a functionary that exercises a public power and performs a public function under legislation – namely, the ownership and management of South Africa's main public airports under the Airports Company Act 44 of 1993. ACSA is accordingly 'vertically' bound by the Bill of Rights under section 8(1), and obliged to respect, protect, promote and fulfil the rights in the Bill of Rights, including the right to freedom of expression.
- 33 Primedia, being a private juristic person, is bound 'horizontally' under section 8(2) to respect and protect the rights in the Bill of Rights to the extent that the right in question is applicable to private persons, taking into account the nature of the right and the nature of any duty imposed by the right.
- 34 Following *Khumalo and others v Holomisa* 2002 (5) SA 401 (CC), it is well-established that the right to freedom of expression applies horizontally and is binding on private persons.
- 35 The infringement in this case is particularly serious given the public-interest and political content of the advertisement.

³ *City of Cape Town v Ad Outpost (Pty) Ltd and Others* 2000 (2) SA 733 (C) at 749E-G.

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- 35.1 The advertisement is directed at attracting public support for a petition by a reputable international NGO, as part of a public-interest campaign to protect South Africa's common wildlife heritage.
- 35.2 It constitutes political speech, which is necessary to a well-functioning democracy, and healthy for social life and individuals. The advertisement encourages maximally open and vigorous discussion of public affairs.
- 36 An infringement of a right in the Bill of Rights can only be justified by 'a law of general application' as provided in section 36 of the Constitution. This requirement is not met by –
- 36.1 a clause in a contract; nor
- 36.2 the ASA Code which, although voluntarily binding on advertisers as a self-regulatory code, does not constitute legislation or a law of general application.
- 37 Moreover, ACSA's suggestion that the advertisement is in any way offensive or prejudicial to President Zuma is baseless.
- 37.1 There is nothing in the advertisement that suggests personal complicity on the part of the President in the killing of lions. The inclusion of the President's image indicates simply that he is the addressee of the petition, in his capacity as President of the Republic.

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37.2 The advertisement indicates further that President Zuma has the power to save the lives of lions by reducing demand for their bones by banning their export. This is merely a restatement of the authority he holds in the public trust to act on this matter, and cannot therefore be prejudicial or offensive.

37.3 As a public-office bearer, the President should reasonably expect a high degree of publicity and to be the subject of, or featured in, debates about public policy.

38 There is therefore no justification for the limitation of the right to freedom of expression caused by Primedia and ACSA's removal of the advertisement.

THE INFRINGEMENT OF THE RIGHT TO JUST ADMINISTRATIVE ACTION

39 On Primedia and ACSA's own version, the decision to remove the advertisement was taken by ACSA and implemented by Primedia.

40 The decision taken by ACSA constitutes 'administrative action' as defined under section 1 of PAJA,⁴ in that the decision—

⁴ Subject to the exceptions listed in the provision, section 1 of PAJA defines 'administrative action' as:

"any decision taken, or any failure to take a decision, by —

(a) an organ of state, when-

(i) exercising a power in terms of the Constitution or a provincial constitution; or

(ii) exercising a public power or performing a public function in terms of any legislation;
or

(b) a natural or juristic person, other than an organ of state, when exercising a public power or performing a public function in terms of an empowering provision, which adversely affects the rights of any person and which has a direct, external legal effect".

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- 40.1 was taken by an organ of state;
- 40.2 was taken under the Airports Company Act 44 of 1993, presumably section 5(3) which provides that ACSA *"shall have the power to raise or receive income from sources other than airport charges, including, but not limited to, the power to enforce any contract providing for such raising or receipt of income."*
- 40.3 constituted an exercise of public power and/or performance of a public function; and
- 40.4 materially and adversely affected both the contractual right of Avaaz to display the advertisement, as well as its constitutional right to freedom of expression.
- 41 ACSA intimates in its letter to Avaaz dated 27 August 2012, that its directive to Primedia to remove the advertisement was not necessarily of final effect. The letter states that ACSA *"will treat the advertisement as objectionable until such time that this matter is dealt with accordingly and all considerations from all parties have been taken into account. The advertisement will therefore not be reinstated at this stage."*
- 42 However, this appears to be an *ex post facto* attempt to recast the nature of the decision actually taken. In its contemporaneous email correspondence with Primedia, ACSA refers only to "removal" of the advertisement, without any qualification (Annexure "AF8"). At no point prior to the aforementioned letter

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did ACSA suggest – either to Primedia or to Avaaz – that the decision it had taken was temporary.

- 43 Regardless, under section 33 of the Constitution and section 3 of PAJA,⁵ Avaaz was entitled to procedural fairness before ACSA decided to remove the advertisement, whether such removal was temporary or permanent. The minimum requirements of procedural fairness, as stipulated under section 3(2) of PAJA, ought therefore to have been applied. These requirements include adequate notice of the nature and purpose of the proposed administrative action; a reasonable opportunity to make representations; and written reasons on request. None of these requirements were met. Indeed, even now ACSA has still not offered Avaaz the opportunity to make any representations.
- 44 ACSA's decision to remove the advertisement accordingly should be set aside for lack of procedural fairness.
- 45 In addition, ACSA's decision to remove the advertisement was irrational and/or unreasonable, for the following reasons:

⁵ Section 3(2) of PAJA provides:

- "(1) Administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair.
- (2) (a) A fair administrative procedure depends on the circumstances of each case.
- (b) In order to give effect to the right to procedurally fair administrative action, an administrator, subject to subsection (4), must give a person referred to in subsection (1)-
- (i) adequate notice of the nature and purpose of the proposed administrative action;
 - (ii) a reasonable opportunity to make representations;
 - (iii) a clear statement of the administrative action;
 - (iv) adequate notice of any right of review or internal appeal, where applicable; and
 - (v) adequate notice of the right to request reasons in terms of section 5."

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- 45.1 On ACSA's own account to Avaaz (as stated in its letter dated 27 August 2012), it decided to remove the advertisement on the basis solely of *"verbal comments from members of the public" which "raised the possibility of the advertisement being objectionable"*.
- 45.2 ACSA's decision was not informed by any legal opinion on the advertisement's compliance with the ASA Code.
- 45.3 ACSA did not extend any opportunity to Avaaz to respond to complaints it had received, if it did in fact receive complaints.
- 45.4 ACSA also failed to provide Primedia with an opportunity to respond to the concerns raised.
- 45.5 The reasons given by ACSA for its decision to remove the advertisement, as stated in its letter to Avaaz dated 27 August, are inconsistent with the contemporaneous reasons evidenced in ACSA's email correspondence of 14 to 16 August.
- 46 In the circumstances, the decision could never have been rationally related to the information before it, nor to the reason given for it by ACSA. The decision is accordingly reviewable, and should be set aside under section 6(2)(f) or (h) of PAJA.⁶

⁶ Sections 6(2)(f) and (h) of PAJA provide:

"6 (2) A court or tribunal has the power to judicially review an administrative action if-

...
(f) the action itself-

(i) contravenes a law or is not authorised by the empowering provision; or
(ii) is not rationally connected to-
(aa) the purpose for which it was taken;
(bb) the purpose of the empowering provision;

TBM

THE ASA CODE OF ADVERTISING PRACTICE

47 It remains for me to address the advisory letter obtained by Primedia from ACAAS on 16 August 2012, in which the following views were expressed:

47.1 The advertisement breaches clause 2.4.1 of Section II of the ASA Code in that "the identity/status of the advertiser is not clear and the address etc requirements have not been complied with".⁷

47.2 The advertisement breaches clause 11 of Section II of the ASA Code in that it uses President Zuma's name and picture without the President's express prior permission.⁸

-
- (cc) the information before the administrator; or
 - (dd) the reasons given for it by the administrator;

...
(h) the exercise of the power or the performance of the function authorised by the empowering provision, in pursuance of which the administrative action was purportedly taken, is so unreasonable that no reasonable person could have so exercised the power or performed the function".

⁷ Clause 2.4 provides:

"2.4 Controversial subjects/ Advocacy advertising

To the extent that any advertisement:

- *Expresses an opinion on a matter which is the subject of controversy; and*
- *That controversy involves issues within the areas, broadly defined, of public policy and practice, then that opinion shall not be subject to the provisions of the Code relating to misleading claims except that-*

All advertisements which contain such controversial statements should:

- *be readily recognisable as advertisements;*
- *cause no confusion as to the identity or status of advertiser;*
- *Whenever such information is not readily available state the advertiser's address and telephone number."*

⁸ Clause 11.1 reads as follows:

"11.1 Advertisements should not, except in the circumstances noted in 11.2 portray or refer to, by whatever means, any living persons, unless their express prior permission has been obtained. Advertisers should also take care not to offend the religious or other

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47.3 The advertisement makes unsubstantiated claims in breach of clause 4.2.1 of Section II of the ASA Code – specifically, that lions are being killed; that lion bones are being used to make bogus sex potions in Asia; and that President Zuma can prevent this trade and save the lions.⁹

47.4 The portrayal of the lion in the advertisement is “offensive”, and accordingly in breach of clause 1 of Section II of the ASA Code.¹⁰

47.5 The use of animals in the advertisement potentially breaches clause 18 of Section II of the ASA Code.¹¹

susceptibilities of those connected in any way with deceased persons depicted or referred to in any advertisement.”

⁹ Clause 4.2.1 provides:

“4.2.1 Misleading Claims:

Advertisements should not contain any statement or visual presentation which, directly or by implication, omission, ambiguity, inaccuracy, exaggerated claim or otherwise, is likely to mislead the consumer.”

¹⁰ Clause 1 provides:

“1. Offensive Advertising

- 1.1 No advertising may offend against good taste or decency or be offensive to public or sectoral values and sensitivities, unless the advertising is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom.*
- 1.2 Advertisements should contain nothing that is likely to cause serious or wide-spread or sectoral offence. The fact that a particular product, service or advertisement may be offensive to some is not in itself sufficient grounds for upholding an objection to an advertisement for that product or service. In considering whether an advertisement is offensive, consideration will be given, inter alia, to the context, medium, likely audience, the nature of the product or service, prevailing standards, degree of social concern, and public interest.”*

¹¹ Clause 18 provides:

“18. Use of animals in advertising:

Advertisers must satisfy the ASA that no animal is caused pain or distress in the course of making any advertisement and no advertisement may contain anything that might reasonably be thought to encourage or condone cruelty or irresponsible behaviour towards animals.

The use of animals in circumstances other than “natural” is subject to independent supervision and/or approval by Animal Welfare Organisations such as the Council of the SPCA or Animal Anti-Cruelty League.”

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48 I emphasise, for the reasons set out in paragraph 50 below, that even if the advertisement was in breach of the ASA Code, this would not render the conduct of Primedia and ACSA lawful.

49 However, in any event, the ACAAS position is entirely erroneous.

49.1 The advertisement clearly displays the name of the advertiser (Avaaz), together with a website address where information about the campaign can readily be sourced (Avaaz.org/lions). The allegation that clause 2.4.1 of Section II of the ASA Code is breached is accordingly unfounded.

49.2 The requirement under clause 11.1 of Section II (that prior permission must be obtained before a living person can be depicted in the advertisement) is subject to clause 11.2.¹² In particular, clause 11.2.4 provides that the requirement does not apply *"to occasions when in the ASA's opinion the reference or portrayal in question is not inconsistent with the subject's right to a reasonable degree of privacy and does not*

¹² Clause 11.2 provides in full:

"11.2 This ruling does not apply-

11.2.1 to the use of crowd or background shots in which individuals are recognisable, provided that neither the portrayal, nor the context in which it appears is defamatory, offensive or humiliating. However, an advertiser should withdraw any such advertisement if a reasonable objection is received from a person depicted.

11.2.2 to advertisements for books, films, radio or television programs, press features and the like, in which there appear portrayals of, or references to, individuals who form part of their subject matter;

11.2.3 to police or other official notices;

11.2.4 to occasions when in the ASA's opinion the reference or portrayal in question is not inconsistent with the subject's right to a reasonable degree of privacy and does not constitute an unjustifiable commercial exploitation of the individual's fame or reputation."

TBM

constitute an unjustifiable commercial exploitation of the individual's fame or reputation."

49.3 The wording of clause 11.2.4 makes it plain that images of living persons may be used where this does not violate the individual's right to "a reasonable degree of privacy" or constitute an "unjustifiable commercial exploitation of the individual's fame or reputation". Given President Zuma's standing as Head of State and President of the Republic, it cannot be said that his privacy has been breached in the use of his image in a petition directed at his office, on a matter of public interest. Moreover, clause 11.2.4 expressly provides that it is for the ASA to determine whether there has been compliance with clause 11, not any other person or institution.

49.4 The suggestion that the advertisement is misleading is equally unfounded.

49.4.1 A press statement issued by Avaaz on 9 August 2012, directly accessible on the website address displayed on the advertisement, describes the background to the campaign. The facts set out in the press release are described above in paragraph 9 of this Affidavit. These facts include credible, government-issued figures demonstrating the rapid increase in the export of lion bones from South Africa since 2009, as well as the fast-dwindling number of lions.

49.4.2 The President has the executive power under section 85(2)(b) of the Constitution, together with the other members of Cabinet, to

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develop and implement national policy. The President accordingly has the power to impose restrictions on the export of lion bones, thereby reducing demand for lion-hunting. Indeed, the Minister of the Environment considered taking precisely such action in May 2012.

49.5 There is no evidence or basis for concluding that the advertisement is likely to cause serious or widespread offence. In determining whether an advertisement is 'offensive' for the purposes of clause 1 of Section II, three principles are now firmly established in the jurisprudence of the ASA. While they emerge from a large number of ASA decisions, they are neatly set out in the decision of the ASA Appeal Committee in *Hi-Fi Corporation / Various Complainants* (12 July 2001).

49.5.1 First, advertisements must be considered from the viewpoint of the reasonable viewer, who is neither hypercritical nor oversensitive.

49.5.2 Second, the meaning and effect of the advertisement must be understood when viewing the advertisement "*as a whole*". It is thus plainly impermissible to focus on one part of the advertisement in isolation.

49.5.3 Third, the Code must be interpreted and applied in accordance with the Constitution, including especially the right to freedom of expression. In this regard, the ASA Appeal Committee stated in *Hi-Fi Corporation*:

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"The ASA must interpret and apply the provisions of the Code in accordance with the requirements of the Constitution. Of particular significance, in casu, is the guarantee of freedom of expression. Freedom of expression is of essence to an open and democratic society based on freedom and equality and lies at the heart of democracy. . . . It has been held in several courts in the United Kingdom and other jurisdictions including South Africa that the guarantee of freedom of expression extends to commercial speech. Davis J in City of Cape Town vs Ad Outpost (Pty) Ltd and others 2000 (2) SA 733 (C) said: "Whatever the role of such speech within a deliberative democracy envisaged by our constitution, it is clear that advertising falls within the nature of expression and hence stands to be protected in terms of Section 16 (1) of the Constitution".

49.5.4 On a proper application of these principles, the advertisement is not 'offensive' for the purposes of clause 1 of Section II.

49.6 The advertisement does not contain anything that might reasonably be thought to encourage or condone cruelty or irresponsible behaviour towards animals. To the contrary, it is clearly directed at the protection of animals. In this regard, the ASA Directorate's ruling in *Nando's/ D. Winks & Another* (15 June 2012) is instructive. In that case, the ASA Directorate considered whether an advertisement encouraged or condemned xenophobic behaviour. The ASA Directorate explained that,

"To make this determination, the Directorate has to adopt a reasonable and objective approach, viewing the commercial from the perspective of the hypothetical reasonable person who is neither over-critical nor overly sensitive. Doing so allows the Directorate to attach a reasonable and balanced meaning to the commercial."

49.7 Applying this approach, the ASA Directorate found that, viewed as a whole and with due regard to tone, the commercial condemned and ridiculed xenophobia.

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50 Even had the advertisement infringed the ASA Code, which is denied, this would not entitle ACSA or Primedia to remove the advertisement, for the following reasons:

50.1 Primedia pre-approved the advertisement before producing and displaying it;

50.2 ACSA is not bound by the ASA Code, which applies only to advertisers and advertising practitioners that are members of the ASA;

50.3 The interpretation and enforcement of the ASA Code is vested in the ASA Directorate and its Committees, which exercise jurisdiction on receipt of public complaints. It is not for advertisers, advertising suppliers or any other body to usurp the jurisdiction of the ASA and take the law into their own hands.

50.4 The proper approach was for ACSA and/or Primedia to have referred any public complaints they received to the ASA for determination. Moreover, even if the ASA had issued a determination that the advertisement infringed the ASA Code under proper procedures, that determination could only be acted upon by ACSA and Primedia if consistent with the constitutional guarantee of the freedom of expression. For the reasons outlined in this affidavit, such determination could not be consistent with this guarantee.

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CONCLUSION

- 51 In the premises, the removal of and continued failure by Primedia and ACSA to reinstate the advertisement is unlawful and unconstitutional.
- 52 The applicant is entitled to the immediate reinstatement of the advertisement for the remaining contract period, appropriately adjusted, to prevent any further infringement of its rights.
- 53 I accordingly pray for an order as set out in the Notice of Motion.



IAN BASSIN

I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of his knowledge both true and correct. This affidavit was signed and sworn to before me at NEW YORK on this the 10th day of SEPTEMBER 2012, and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended, have been complied with.




COMMISSIONER OF OATHS

Full names: TSHOLOFELO BEATRICE MASOKOAMENG

Address: 333 EAST 38TH STREET, 9TH FL, NEW YORK, NY 10016

Capacity: VICE CONSUL

TBM

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CERTIFICATE OF ATTESTATION

I, the undersigned, **TSHOLOFELO BEATRICE MASOKOAMENG**, Vice Consul
at the Consulate General of the Republic of South Africa, New York,
hereby certify that, **HEEJUNG (JAMIE) CHOI**, of whose identity I have
satisfied myself, has this day signed the attached **CONFIRMATORY**
AFFIDAVIT in my presence.

These documents have been united and sealed with the official seal of
this Consulate General.



TSHOLOFELO BEATRICE MASOKOAMENG
Vice Consul

New York
10 September 2012

**IN THE SOUTH GAUTENG HIGH COURT, JOHANNESBURG
(REPUBLIC OF SOUTH AFRICA)**

CASE NO:

In the matter between:

AVAAZ FOUNDATION

Applicant

and

PRIMEDIA (PTY) LIMITED

First Respondent

AIRPORTS COMPANY OF SOUTH AFRICA LIMITED

Second Respondent

CONFIRMATORY AFFIDAVIT

I, the undersigned,

HEEJUNG (JAMIE) CHOI

do hereby make oath and state:

- 1 I am a Campaign Director for the Avaaz Foundation.
- 2 The facts contained herein fall within my personal knowledge and are to the best of my belief both true and correct.
- 3 I have read the affidavit of IAN BASSIN. I confirm the correctness of the facts set out in paragraph 18 in so far as they concern me.

TEM

H JC

Hee Jung Choi
HEEJUNG (JAMIE) CHOI

I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of his knowledge both true and correct. This affidavit was signed and sworn to before me at NEW YORK on this the 10th day of SEPTEMBER 2012, and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended, have been complied with.



Thak

COMMISSIONER OF OATHS

Full names: TSHOLOFELLO BEATRICE MASOKOAMENG
Address: 333 EAST 38TH ST., NEW YORK, NY
Capacity: VICE CONSUL 10016

HJC



CERTIFICATE OF ATTESTATION

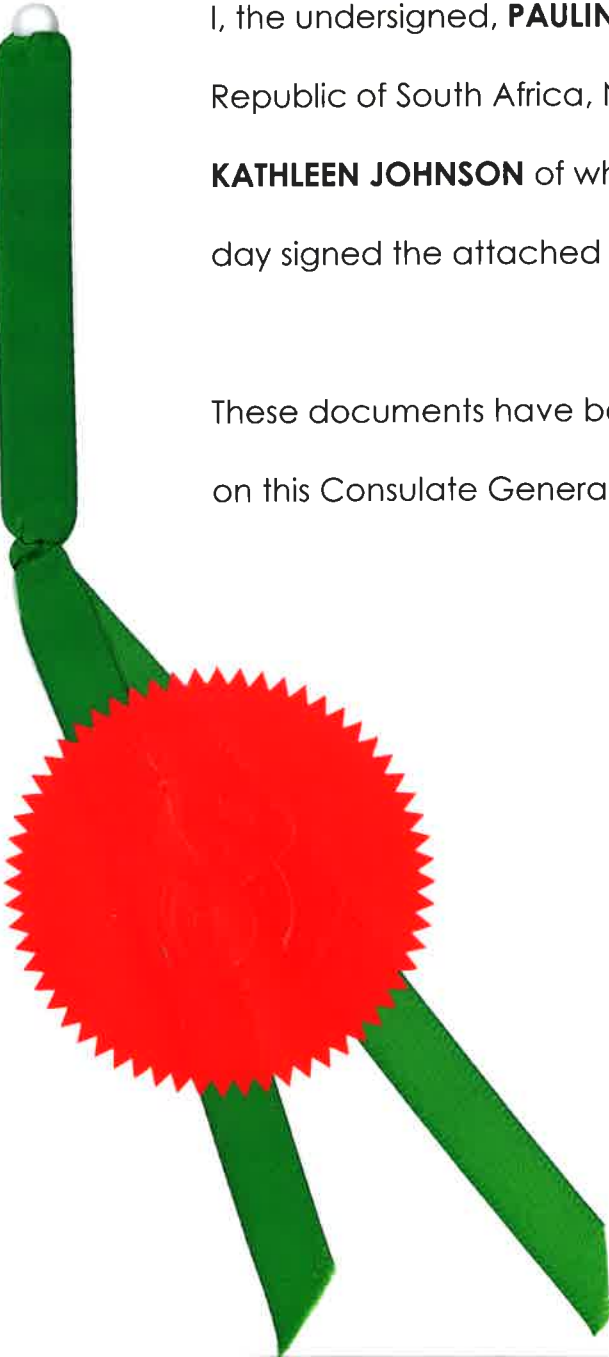
I, the undersigned, **PAULINE PIETERSEN**, Consul at the Consulate of the Republic of South Africa, New York, hereby certify that **ALLISON KATHLEEN JOHNSON** of whose identity I have satisfied myself, has this day signed the attached **CONFIRMATORY AFFIDAVIT** in my presence.

These documents have been united and sealed with the official seal on this Consulate General.



PAULINE PIETERSEN
Consul

New York
07 September 2012



**IN THE SOUTH GAUTENG HIGH COURT, JOHANNESBURG
(REPUBLIC OF SOUTH AFRICA)**

CASE NO:

In the matter between:

AVAAZ FOUNDATION

Applicant

and

PRIMEDIA (PTY) LIMITED

First Respondent

AIRPORTS COMPANY OF SOUTH AFRICA LIMITED

Second Respondent

CONFIRMATORY AFFIDAVIT

I, the undersigned,

ALLISON JOHNSON

do hereby make oath and state:

- 1 I am a campaigner for the Avaaz Foundation.
- 2 The facts contained herein fall within my personal knowledge and are to the best of my belief both true and correct.
- 3 I have read the affidavit of IAN BASSIN. I confirm the correctness of the facts set out in paragraphs 11 to 17 in so far as they concern me.

af
H


ALLISON JOHNSON

I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of his knowledge both true and correct. This affidavit was signed and sworn to before me at _____ on this the 7th day of SEPTEMBER 2012, and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended, have been complied with.




COMMISSIONER OF OATHS

Full names:

Address:

Capacity:

PAULINE PIETERSEN

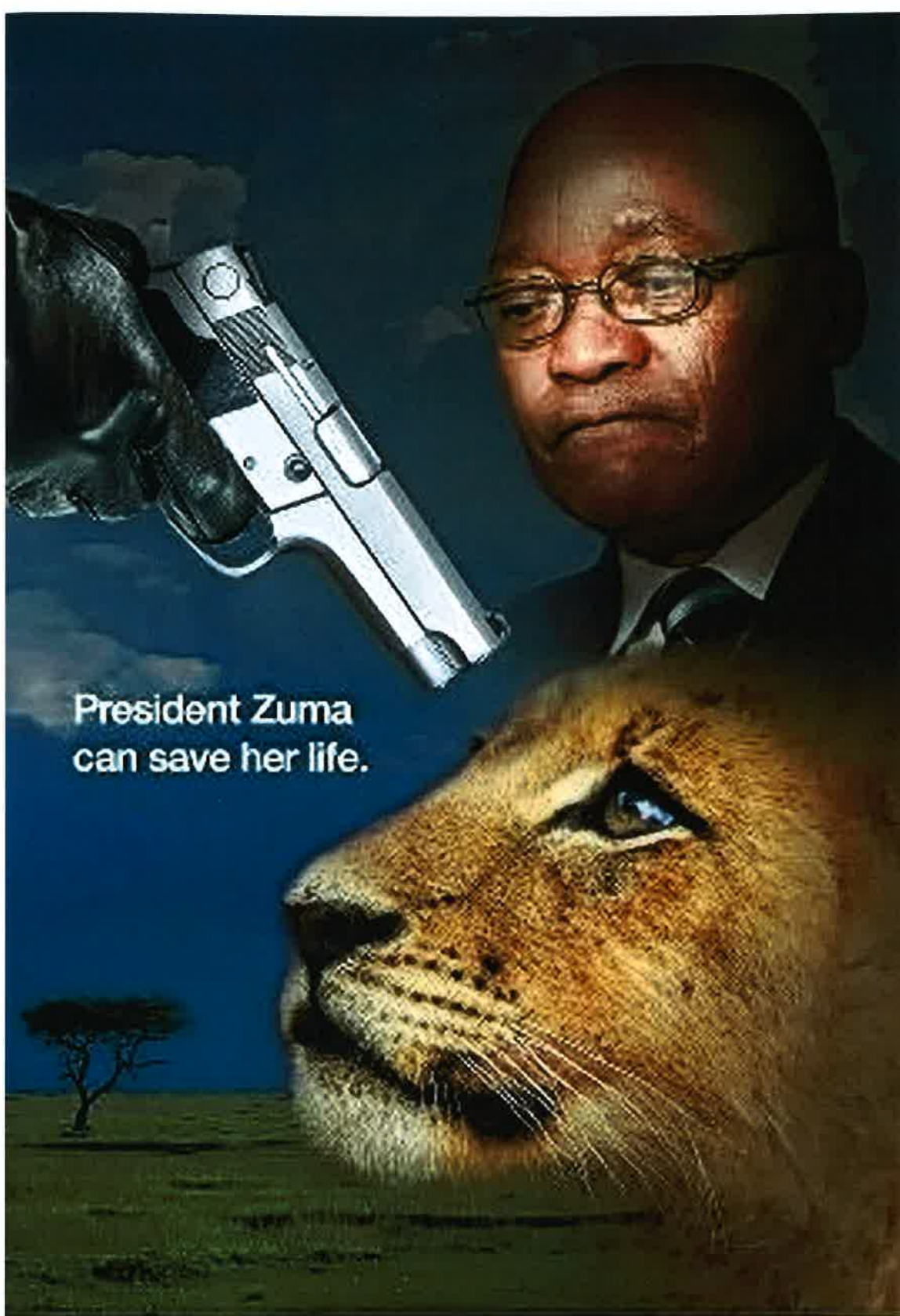
CONSUL

SOUTH AFRICAN CONSULATE GENERAL

333 EAST 38TH STREET, 9TH FLR.

NEW YORK, NY 10016





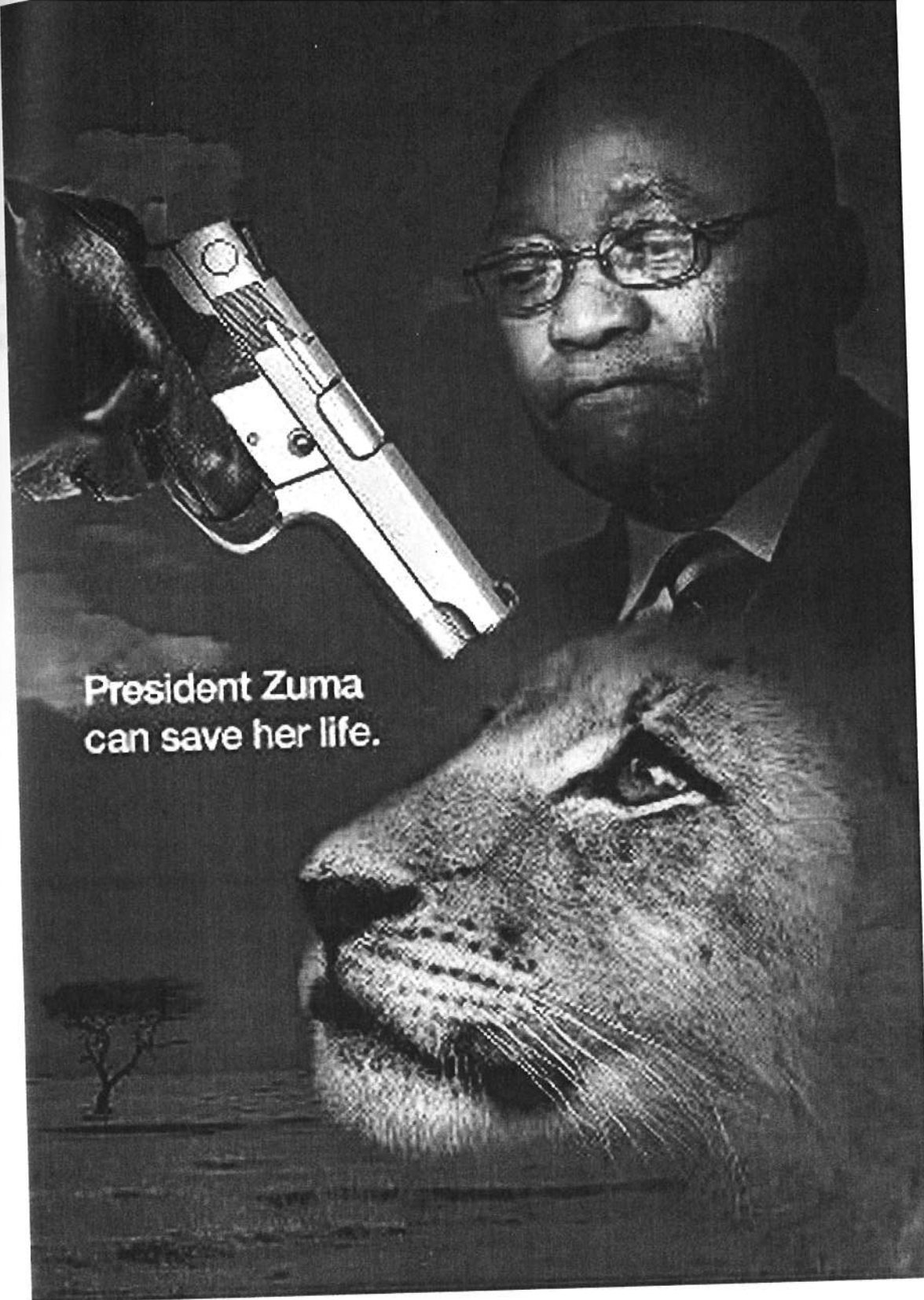
President Zuma
can save her life.

**Our lions are being slaughtered to make bogus sex
potions for Asia. Will President Zuma save them?
Urge him to stop the deadly lion bone trade now.**

Avaaz.org/lions

AVAAZ.ORG
AMERICAN VOICES FOR AFRICA

Tom



President Zuma
can save her life.

**Our lions are being slaughtered to make bogus sex
potions for Asia. Will President Zuma save them?
Urge him to stop the deadly lion bone trade now.**

Avaaz.org/lions

AVAAZ.ORG

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9/6/12



About Us

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TürkçePolskiRomână



Thursday 9th August 2012

FOR IMMEDIATE RELEASE

Avaaz Launches Campaign to Ban South Africa's Lion Bone Trade

Hard-hitting ads in airport, magazine, and websites urge President Zuma to stop the lion slaughter; nearly 700,000 people sign petition calling for action

JOHANNESBURG -- Global campaigning organisation Avaaz unveiled a hard-hitting ad campaign in Johannesburg Airport's International Arrival Hall, South African Airways' inflight magazine, and key Google search engines, calling on the SA government to ban the trade of lion bones to make fake 'medicines' sold in Asia.

The ads kick-start the second phase of a global campaign that began on June 27th in the form of petition signatures to President Zuma, signed by over 700,000 people worldwide, drawing attention to the lion bone trade and the detrimental reputational impact it may have on South Africa's tourism industry. The adverts can be seen here.

Emma Ruby-Sachs, Campaign Director for Avaaz said:

"Millions of people visit South Africa every year to see its majestic wildlife, but it comes with a dark secret -- lions are being killed and their bones harvested to make bogus remedies for Asia. This senseless trade is a threat to South Africa's reputation as a haven for wildlife. Now 697,011 people from around the world are calling on the South African government to stop the cruel trade of lion bones."

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9/6/12

South Africa is the largest exporter of lion bones and latest government figures show a 250% increase in these exports between 2009 and 2010. Although most lion bones come from 'canned hunting' farms in South Africa, experts fear that as demand rises, even wild lions -- with only 20,000 left in Africa -- will come under poaching attack. Currently, a lion skeleton is estimated to be worth over USD 10,000 in some Asian countries, but its profits only benefit a small group of farmers involved in the canned hunting trade.

Despite mounting evidence that the lion bone trade poses a dangerous threat to the survival of this iconic species, Environment Minister Edna Molewa announced in May 2012 that she is not considering placing a moratorium on the trade, a decision widely criticised by conservationists.

Chris Mercer, Director of Campaign Against Canned Hunting, a South African wildlife NGO, said: "These statistics cause alarm as they reveal an exponential increase in the lion bone trade to the Asian market, and we are concerned that the more successful this trade is, the more wild lions will be poached to tap into this growing industry. As the ivory trade has shown, only a total ban on trading lion bones and body parts will enable us to preserve our wild lions."

Ends

For more information or to arrange an interview with Jamie Choi, Avaaz Campaign Director, please contact Allison Johnson on +16179051536, allison@avaaz.org (in the US) or Aldine Furio on +33 686 929 330, aldine@avaaz.org (in Europe).

Avaaz.org is a 15-million-person global campaign network that works to ensure that the views and values of the world's people shape global decision-making. "Avaaz" means "voice" or "song" in many languages. Avaaz members live in every nation of the world - our movement is spread across 193 countries on 6 continents and operates in 14 languages.

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- [Twitter](#)

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----- Forwarded message -----

From: **Antonia Staats** <antonia@avaaz.org>
Date: Tue, Aug 7, 2012 at 10:24 AM

Subject: President Zuma, ban South Africa's lion bone trade

To: presidentrsa@po.gov.za

Cc: charmaine@po.gov.za, lakela@po.gov.za, matho@po.gov.za

Dear President Zuma,
Please find attached and copied below a letter by Avaaz's Executive Director Ricken Patel, calling on you to ban South Africa's lion bone trade.
Please do not hesitate to contact us -- we will also follow up with a call in the near future.
Yours sincerely,
Antonia Staats

Honourable Mr. Jacob Zuma
President, South Africa
Union Buildings, Private Bag X1000,
Pretoria, 0001

New York, 7 August 2012

Dear President Zuma,

I write to bring your attention to a hard-hitting ad campaign that will be launched this Thursday August 9th in Johannesburg Airport's International Arrivals Hall, South African Airways' in-flight magazines, and Google search engines. The ads, which can be seen at <http://www.avaaz.org/en/ads.php>, read:

Our lions are being slaughtered to make bogus sex potions for Asia. Will President Zuma save them? Urge him to stop the deadly lion bone trade now.

The campaign is being coordinated by Avaaz -- the world's largest online advocacy organization with over 15 million members worldwide, 134,000 of whom are in South Africa -- to draw attention to the lion bone trade and highlight the detrimental reputational impact it may have on South Africa's tourism industry.

Bones from lions killed in 'canned hunting' farms are exported to Asia, where 'medicine' makers sell potions and other remedies for record profits. Recent data indicates that South Africa is the world's largest exporter of lion bones -- and those numbers continue to grow with a 250% increase in exports

between 2009 and 2010. Experts warn that as demand rises, even wild lions could come under poaching attack.

The ads kick-start the second phase of a global campaign that began in June 27th in the form of petition signatures to President Zuma. Avaaz has already gathered 697,011 signatures (<http://www.avaaz.org/lions>) from citizens worldwide in a span of 30 days. It reads:

To South African President Zuma,

As citizens from around the world with great respect for South Africa and its magnificent natural heritage, we appeal to you to ban the cruel and senseless trade in lion bones and organs, which is encouraging an industry that could drive lions to the brink of extinction. We hope to be able to visit South Africa and support its tourism industry, and would like to recommend travel there to our friends. We urge you to remove the stain of the lion trade from your country's reputation and help us to support you with a clean conscience.

Despite mounting evidence that the lion bone trade poses a dangerous threat to the survival of this iconic species, Environment Minister Edna Molewa announced in May 2012 that she is not considering placing a moratorium on the trade, a decision widely criticised by conservationists.

Millions of people visit South Africa every year to see its breathtaking nature and beautiful safaris -- we believe this senseless trade is a threat to South Africa's reputation as a haven for wildlife. The lion bone trade only benefits a small group of farmers involved in the canned hunting trade at the expense of millions of ordinary South Africans who rely on the tourism industry. We hope that you recognise the grave reputational danger that the lion bone trade brings to South Africa's tourism industry and do everything possible to ban this dangerous trade.

Thank you for your attention to this matter. I would be very grateful for your prompt response -- you can reach us at anytime by contacting Antonia Staats at [+447708815514](tel:+447708815514) or at antonia@avaaz.org. We will also make sure to follow up with a phone call in the next few days.

Sincerely,

Ricken Patel

Executive Director, Avaaz.org

Jamie Choi
Campaign Director, Avaaz
www.avaaz.org
Office: [1-917-388-3988](tel:1-917-388-3988)
Cell: [1-347-986-7153](tel:1-347-986-7153)

Skype: Jamie_Choi_Beijing

Avaaz.org is a 14-million-person global campaign network that works to ensure that the views and values of the world's people shape global decision-making. ("Avaaz" means "voice" or "song" in many languages.) Avaaz members live in every nation of the world; our team is spread across 13 countries on 4 continents and operates in 14 languages. Learn about some of Avaaz's biggest campaigns [here](#), or follow us on [Facebook](#) or [Twitter](#).

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Checked by AVG - www.avg.com

Version: 2012.0.2197 / Virus Database: 2437/5251 - Release Date: 09/05/12



857 Broadway, 3rd Floor
New York, NY 10003
p +1 917 388 3988
f +1 212 202 5428

Honourable Mr. Jacob Zuma
President, South Africa
Union Buildings, Private Bag X1000,
Pretoria, 0001

New York, 7 August 2012

Dear President Zuma,

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IBM

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857 Broadway, 3rd Floor
New York, NY 10003
p +1 917 388 3988
f +1 212 202 5428

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Sincerely,

Ricken Patel

Executive Director, Avaaz.org

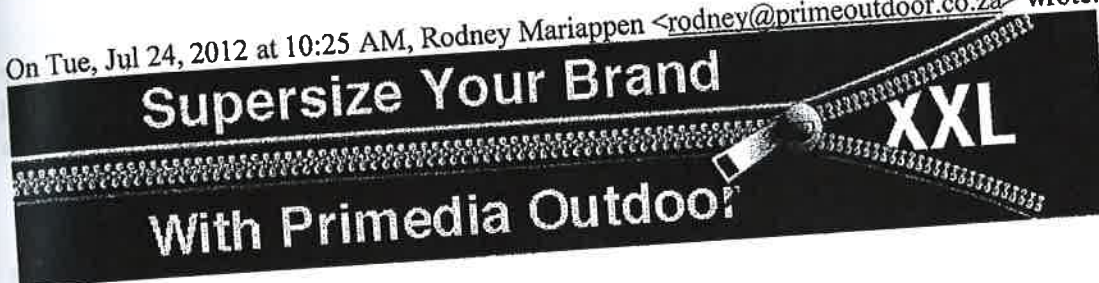
TBM

----- Forwarded message -----

From: Allison Johnson <allison@avaaz.org>
Date: Tue, Jul 24, 2012 at 4:20 PM
Subject: Re: Rodney -- Final Avaaz questions and artwork!
To: Rodney Mariappen <rodney@primeoutdoor.co.za>

Thanks Rodney. Can you also advise in the morning on the issue of how we will be able to ensure we can at least capture a good photograph of the pillars if we are unable to get media in to see them?

On Tue, Jul 24, 2012 at 10:25 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:



hi

requested correct specs will recive in the morning & will forward it to you

thank you

From: Allison Johnson [<mailto:allison@avaaz.org>]
Sent: 24 July 2012 03:55 PM
To: Rodney Mariappen

Subject: Re: Rodney -- Final Avaaz questions and artwork!

Hi again Rodney,

I've been trying to call you this morning but am not having any luck. Can you kindly advise on when we will know the size -- our designers will need some time to ensure it meets the specifications.

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Thanks,

Allison

On Tue, Jul 24, 2012 at 7:02 AM, Allison Johnson <allison@avaaz.org> wrote:

Hi Rodney,

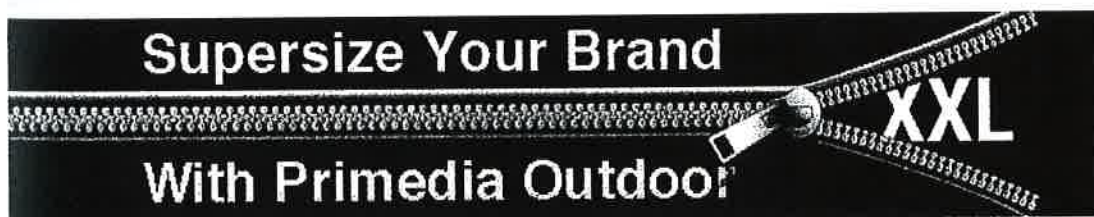
Should I get in touch with the lawyer to make sure there are no issues as we finalize the ad and ensure it is the correct size?

Yes, let's move ahead with the final costing for the pillars. One further question -- were you able to find out if we or someone from your team will be authorized to enter the arrivals all to capture a photograph of the ads once they are installed?

Many thanks,

Allison

On Tue, Jul 24, 2012 at 3:23 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:



Hi

yes we do have a lawer

if you are sure about just the 10 pillars that fine also will do new costing. specs for the pillars will follow

Thank you

From: Allison Johnson [mailto:allison@avaaz.org]
Sent: 23 July 2012 09:47 PM

To: Rodney Mariappen
Cc: Jamie Choi
Subject: Re: Rodney -- Final Avaaz questions and artwork!

Hi Rodney,

We have decided here to move forward with the 10 pillars, but do not wish to move ahead with the LED screens. Can you send us the final cost for just the 10 pillars and production for one month? Assume it is the R160,000 plus R38,750 production fees?

Can you please urgently tell us the necessary size for the artwork for the pillars so we can ensure our graphic designers make it to the correct specifications?

Also, I know you mentioned that your manager approved the mock up of the artwork. We have made some minor changes and will send the final version as soon as we know the correct sizing -- does Prime Outdoor have an in house lawyer who looks at all the ads to ensure they meet any and all South African legal standards? If not, it would be wonderful if you can advise us on this issue or suggest someone to be in touch with.

Thanks Rodney and we are happy to move forward with the pillars -- many thanks for everything!

Best,

Allison

On Mon, Jul 23, 2012 at 1:48 PM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:

Supersize Your Brand

With Primedia Outdoor

XXL

Hi

Sorry about that the pricing is for one month however the date is wrong will correct it and send a new costing

Sent from my iPad.

Rodney Mariappen

073 148 7602

On 23 Jul 2012, at 3:54 PM, "Allison Johnson" <allison@avaaz.org> wrote:

Thanks very much for sending along this information, Rodney and I hope your daughter is feeling better.

One question on the attached cost schedule -- we were interested in these sites only for August (not the two months it says on the schedule). Would that change the projected costs (other than halving the total price)?

Thanks,
Allison

On Mon, Jul 23, 2012 at 3:43 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:

<112072309471504802.gif>

Hi

My daughter was ill & I left early on friday.....

Please see attached new costing .

There are 6 clients on the LED's with 15 sec ad running in a 90 sec loop 24 hours a day

Also attached please specs for the LED's

Please see attached site for all the pillars including the one that you selected already

As I said before if you go with all the pillars you will cover the entire international area

Thank you

From: Allison Johnson [<mailto:allison@avaaz.org>]
Sent: 20 July 2012 03:23 PM

To: Rodney Mariappen
Cc: Jamie Choi

Subject: Re: Rodney -- Final Avaaz questions and artwork!

Hi Rodney,

I've been trying to reach you in order to finalize this as soon as possible -- I talked to your office and tried your cell number. I was not able to see the map you mentioned in your email -- the attachment did not work. We are 100 percent ready to move ahead, but just need some final questions (pasted again below) answered in order to make sure the cost fits with our budget.

We are interested in seeing production costs for the following:

1. The 10 Pillars at International Arrivals (ORTIA) in Joburg (or the customs pillars you mention yesterday, depending on which is a better option)

2. The LED signs -- we are interested in either all six or the two you mentioned in Sandton with high numbers of tourists. If you could provide us the production cost for both options that would be very helpful.

The remaining questions:

1. Can you explain a bit more how the LED screens work? E.g. will our image be up on the screen(s) at all times or does it flash through other advertisements?
2. Can we use the same design (link above) that we'd like to use for the other pillars at the airport? Will there be any other design materials we'd need to provide?
3. Can you explain whether the customs pillars you suggested in your email yesterday are the same as the international arrivals pillars that appeared on page 12 of the original document (called Ad-hoc sites at ORTIA) with the pictures? If they are different can you explain what the difference is and which travellers would see them?

Thank you for checking about the artwork -- we are happy it is approved. Please let me know when you can talk today (or over the weekend if need be) so we can move ahead. My number is +1-617-905-1536 and skype is allisonkjohnson.

Many thanks,

Allison

On Fri, Jul 20, 2012 at 4:20 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:

<image001.gif>

Hi

Please advise urgently on the final sites just found out that the 36m site in the airport is sold .

I also spoke to my manager & he is ok with the artwork because it is only for 1 month .

please finalise urgently so we don't lose any more sites

From: Allison Johnson [mailto:allison@avaaz.org]

Sent: 19 July 2012 10:32 PM

To: Rodney Mariappen

Cc: Jamie Choi

Subject: Rodney -- Final Avaaz questions and artwork!

Hi Rodney,

Many thanks for your patience as we've confirmed our plans. We'd like to make a final decision by the end of tomorrow (and know that you need enough production time) so we'd like to ask a few final questions and request a quote for the following options. Also, please see the file of the ad we'd like to use here: <https://dl.dropbox.com/u/7523803/avaaz-lions-04a.pdf> -- and let us know if we'd need to make changes to the size, format, etc.

The remaining questions:

1. Can you explain a bit more how the LED screens work? E.g. will our image be up on the screen(s) at all times or does it flash through other advertisements?
2. Can we use the same design (link above) that we'd like to use for the other pillars at the airport? Will there be any other materials we'd need to provide?
3. Can you explain whether the customs pillars you suggested in your email yesterday are the same as the international arrivals pillars that appeared on page 12 of the original document (called Ad-hoc sites at ORTIA) with the pictures? If they are different can you explain what the difference is and which travellers would see them?

If possible we'd like to see the final price (including production) for the following locations:

1. The 10 Pillars at International Arrivals (ORTIA) in Joburg (and/or the customs pillars you mention yesterday, depending on which is a better option)
2. The LED signs -- depending on the answer to the questions above we are interested in either all six or the two you mentioned in Sandton with high numbers of tourists. If you could provide us the production cost for both options that would be very helpful.

If possible I would love to also talk to you about the "Upper Ring Road Drop-off Zone ORTIA" option -- can you tell us the amount of traffic that goes by daily? And what terminal/floor is it the drop-off for?

I will plan to give you a call early during my morning tomorrow (I am based in New York) so we can finalize all these details. If it is possible to get some final numbers with production cost in advance that would be wonderful.

Thanks again, Rodney.

Best,

Allison

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536

<image002.gif>

T: 011 475 1419 or 011 062 1600
D: 011 062 1696
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

<image003.gif>

T: 011 475 1419 or 011 062 1600
D: 011 062 1696
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

Rodney Mariappen
Account Manager

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536

<112072309471504602.gif>

T: 011 475 1419 or 011 062 1600
D: 011 062 1696
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

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T: 011 475 1419 or 011 062 1600
D: 011 062 1696
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F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

Rodney Mariappen
Account Manager

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536



T: 011 475 1419 or 011 062 1600
D: 011 062 1698
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: http://www.primeoutdoor.co.za

Rodney Mariappen
Account Manager

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536



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D: 011 062 1696
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

Rodney Mariappen
Account Manager

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
[+1-617-905-1536](tel:+1-617-905-1536)

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
[+1-617-905-1536](tel:+1-617-905-1536)



T: 011 475 1419 or 011 062 1600
D: 011 062 1696
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

Rodney Mariappen
Account Manager

Allison Johnson
AVAAZ.org
skype: allisonkjohnson
+1-617-905-1536

Allison Johnson
AVAAZ.org
skype: allisonkjohnson
+1-617-905-1536

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----- Forwarded message -----

From: Allison Johnson <allison@avaaz.org>

Date: Fri, Jul 27, 2012 at 2:46 PM

Subject: FINAL ARTWORK for Avaaz

To: Gloria de Jager <gloriadj@primeoutdoor.co.za>

Cc: Rodney Mariappen <rodney@primeoutdoor.co.za>, Pierre Saikali <pierre@yippa.com>, Kien Tseng <kien@avaaz.org>

Hi Gloria and Rodney.

Please download the final artwork here: <https://dl.dropbox.com/u/28909178/avaaz-lions-pillars-pdfs.zip>

Please let us know if you have any questions and many thanks!

Best,

Allison

On Fri, Jul 27, 2012 at 7:52 AM, Gloria de Jager <gloriadj@primeoutdoor.co.za> wrote:



Hi Allison

2280 1280 1280

Equates to:- 2,280 meters x 1,280 meters x 1,280 meters

Hope this helps

Tks

Gloria

Tom

LB

From: Allison Johnson [mailto:allison@avaaz.org]
Sent: 27 July 2012 01:07 PM
To: Gloria de Jager
Cc: Rodney Mariappen; Kien Tseng; Pierre Saikali
Subject: Re: FW: Pillars - sizes for artwork

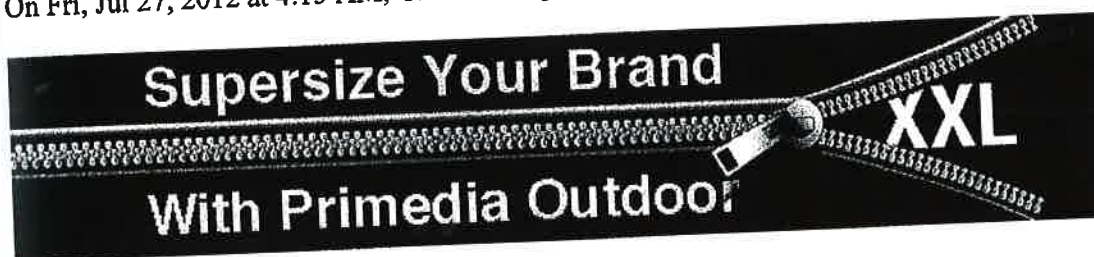
Hi Gloria,

I see the numbers on the pillar picture in the attached, but am not clear what unit of measurement they are in? Please clarify?

Thanks,

Allison

On Fri, Jul 27, 2012 at 4:15 AM, Gloria de Jager <gloriadj@primeoutdoor.co.za> wrote:



Hi Allison

The sizes are indicated on the attached drawings, scroll down so you can see all the dimensions, they are four sided pillars and there is a photo attached, there is a diagram and dimensions, I am afraid there isn't much more I can say to clarify the matter. Provided you give us open files if there is a discrepancy somewhere we will be able to do small changes here and send the Jpegs to you for approval.

Thanks

Gloria

From: Allison Johnson [mailto:allison@avaaz.org]
Sent: 27 July 2012 09:50 AM
To: Gloria de Jager
Cc: Rodney Mariappen; Jamie Choi; Kien Tseng; Pierre Saikali
Subject: Re: Pillars - sizes for artwork

Hi Gloria,

Thank you for your response. We need to understand the final size of the pillars so we can be sure to provide you with artwork that fits correctly and is 10% of the final size. Can you kindly provide us with that information so we can get it to you asap? I am happy to call to discuss of this question is unclear.

Many thanks,

Allison

On Fri, Jul 27, 2012 at 3:16 AM, Gloria de Jager <gloriadj@primeoutdoor.co.za> wrote:

Hi Allison

Please can you supply hi res PDF files, we work in CMYK, at least 300 DPI, artwork to be set up to a minimum of 10% of final size, please supply open files with 100ml bleed all round.

Many thanks

Gloria

From: Rodney Mariappen
Sent: 27 July 2012 08:36 AM
To: Gloria de Jager
Cc: Allison Johnson <allison@avaaz.org> (<allison@avaaz.org>)
Subject: FW: Pillars - sizes for artwork

Hi

Please see below client not sure how we want the artwork

From: Rodney Mariappen
Sent: 25 July 2012 09:48 AM
To: Allison Johnson <allison@avaaz.org> (<allison@avaaz.org>)
Subject: Pillars - sizes for artwork

18

Hi

Please see attached spec for the artwork & below a little info on what we need

We will do a proof of flighting photo, it will not be a professional photo

If you want I can get one person in to take a good photo if you want to arrange that please let me know.

If we get a professional guy to take photos there will be a cost involved.

All artwork must be supplied by client and must be in accordance with our digital specifications as set out below.

REPRO SPECS

Discs Accepted:

Zip 100, CD Rom, CD Disc, PDF

Proofs - Chromalins:
document

CMYK, A3, 300 dpi
final size

No links should be embedded

Ensure document is CMYK not RGB

100mm Bleed to be added in make-up of final

Artwork to be set up to a minimum of 10% of

We print in CMYK and not Pantone

However we will endeavour to match

Pantone as close as possible.

File Formats:

Photoshop, Freehand 11, Quark Express, InDesign.

e-Mail:

PDF

FTP Downloads:

TBM
13

All elements used in artwork must be included.

Other Downloads:

You send it, Wetransfer, Filegool

T: 0110621618

D: 011 062 1618

C: 082 417 6265

F: 011 475 2980

E: gloriadj@primeoutdoor.co.za

W: <http://www.primeoutdoor.co.za>

Gloria de Jager
Production Manager

Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536



T: 0110621618
D: 011 062 1618
C: 082 417 6265
F: 011 475 2980
E: gloriadj@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

TBM

13

Gloria de Jager
Production Manager

Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536



Gloria de Jager
Production Manager

T: 011 062 1618
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+1-617-905-1536

TBM
13

----- Forwarded message -----

From: Allison Johnson <allison@avaaz.org>
Date: Fri, Jul 27, 2012 at 3:54 AM
Subject: Re: Rodney: size specifications?
To: Rodney Mariappen <rodney@primeoutdoor.co.za>
Cc: "Jamie Choi (jamie@avaaz.org)" <jamie@avaaz.org>

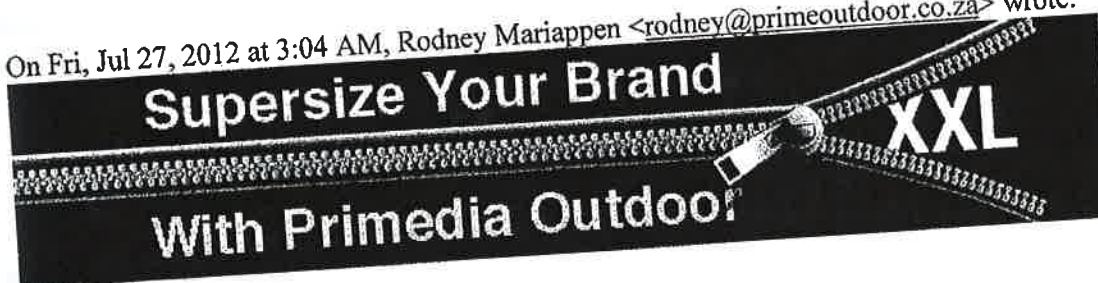
Rodney,

Thank you for sending the attached documents. The cost schedule still lists the 6 LED screens which I have stated we do not want. Can you please adjust and return with just the 10 int'l arrivals pillars?

In the attached service agreement none of the terms are filled in (site number, site address, etc). In order to sign we need the information completed. Will you complete it or does someone else at Primedia need to do so?

Best,
Allison

On Fri, Jul 27, 2012 at 3:04 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:



Hi

we are sorting out the spec I did not fully understand what you were trying to say, Our Production Manager is going over it & will respond asap

However please see attached, Please fill out & sign all the attached documents

Thank you

From: Allison Johnson [mailto:allison@avaaz.org]
Sent: 26 July 2012 05:41 PM

TBM
(B)

To: Rodney Mariappen
Subject: Rodney: size specifications?

Hi Rodney,

I still have not heard from anyone on the correct size. Can you please urgently advise as our designers really need the info today?

THanks,

Allison

Allison Johnson

AVAAZ.org

skype: allisonkjohnson
[+1-617-905-1536](tel:+16179051536)



Rodney Mariappen
Account Manager

T: 011 475 1419 or 011 062 1600
D: 011 062 1696
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

Allison Johnson
AVAAZ.org
skype: allisonkjohnson
[+1-617-905-1536](tel:+16179051536)

Allison Johnson
AVAAZ.org
skype: allisonkjohnson
+1-617-905-1536

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Version: 2012.0.2197 / Virus Database: 2437/5251 - Release Date: 09/05/12

----- Forwarded message -----
From: **Rodney Mariappen** <rodney@primeoutdoor.co.za>
Date: Tue, Jul 31, 2012 at 3:43 AM
Subject: RE: Rodney -- requested changes to contract
To: Allison Johnson <allison@avaaz.org>
Cc: Jamie Choi <jamie@avaaz.org>

Hi

I have spoken to My sales Executive

He explained, we will honor the changes on this email & attached it to the contract however we can not change it on the contract itself as we use a standard contract for all our clients.

Thank you

From: Allison Johnson [mailto:allison@avaaz.org]
Sent: 30 July 2012 09:54 PM
To: Rodney Mariappen
Cc: Jamie Choi
Subject: Re: Rodney -- requested changes to contract

Dear Rodney,

Our team has reviewed the contract and we would like to make the following changes before sending back the signed copy. We hope we can move this along asap to get the artwork installed. Please feel free to call me with any questions.

1. In "definitions" section 1.5 add the following clause, highlighted in yellow: "the sign' means the advertising display (Artwork) which shall include the wording of the sign, the type, height, design, colours, and the letters on the sign **but shall not include the intellectual property rights to the artwork**, which shall be produced by the Company in accordance to specification agreed to between the parties;
2. in section 3.4 we'd like to change the following clause, given that we will only have the billboards for a period of one month: "The advertiser shall not be entitled to withhold any payments from the Company for time that the Sign is non-operational due to alterations thereto or the location of the Sign being relocated **for fewer than three**

days, nor shall the Advertiser set off against any installment any other amount payable, any present or future claim which the Advertiser may have against the Company from any cause arising; [REMOVE: "for any reason whatsoever, which shall include any period of time"].

3. In Section 23, clause 23.1 we want to delete the current text and replace it with "The Artwork for this contract has been pre-approved and is attached as Appendix A."

If you can please send me the new, revised contract first thing tomorrow your time we can make sure it is signed here by the end of the day.

Many thanks and, again, feel free to call with any further questions.

Best,

Allison

On Mon, Jul 30, 2012 at 10:38 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:

Hi

I can only do a proforma invoice once I get the contract back or you can pay on the costing sheet and we will forward you a proper invoice around the 20th of Aug 2012 when we done our invoice run.

I have forward your artwork to our I house art department because I could not open it they will confirm everything in order

Please mail the contract ASAP

Thank you

Sent from my iPad.

Rodney Mariappen

073 148 7602

On 30 Jul 2012, at 3:40 PM, "Allison Johnson" <allison@avaaz.org> wrote:

Hi Rodney,

Just wanted to follow up to make sure that you received the artwork and to see if you can send us an invoice and information about your bank account so we can wire the funds.

Given we only have the billboards for one month we would like to make a one time payment for the balance in full rather than provide our bank details.

Please advise how we should proceed as soon as you can.

Thanks,

Allison

On Fri, Jul 27, 2012 at 5:20 PM, Allison Johnson <allison@avaaz.org> wrote:

Hi Rodney,

Our legal team is looking at the contract, but given that we received it at the last minute we will not be able to respond until Monday US time. We also would like to request that we wire or deposit the total cost directly into your account given that this is a one time payment and we will only have the billboards for a month. Can you please send an invoice for the total -- R198,750 -- with the bank account details we need to wire the money?

I've sent the artwork in the meantime.

Thanks very much,

Allison

On Fri, Jul 27, 2012 at 3:54 AM, Allison Johnson <allison@avaaz.org> wrote:

Rodney,

Thank you for sending the attached documents. The cost schedule still lists the 6 LED screens which I have stated we do not want. Can you please adjust and return with just the 10 int'l arrivals pillars?

In the attached service agreement none of the terms are filled in (site number, site address, etc). In order to sign we need the information completed. Will you complete it or does someone else at Primemedia need to do so?

Best,

Allison

On Fri, Jul 27, 2012 at 3:04 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:

<[112072709082605102.gif](#)>

Hi

we are sorting out the spec I did not fully understand what you were tring to say ,Our Production Manager is going ove it & will respond asap

However please see attached ,Please fill out & sign all the attached documents

Thank you

From: Allison Johnson [<mailto:allison@avaaz.org>]
Sent: 26 July 2012 05:41 PM
To: Rodney Mariappen
Subject: Rodney: size specifications?

Hi Rodney,

I still have not heard from anyone on the correct size. Can you please urgently advise our designers really need the info today?

THanks,

Allison

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
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T: 011 475 1419 or 011 062 1600
D: 011 062 1696
C: 073 148 7602
F: 011 475 2980
E: rodney@primeoutdoor.co.za
W: <http://www.primeoutdoor.co.za>

Rodney Mariappen
Account Manager

--
Allison Johnson

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Rodney Mariappen
Account Manager

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Allison Johnson
AVAAZ.org
skype: allisonkjohnson
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--
Ian Bassin
General Counsel and Campaign Director
Avaaz

www.avaaz.org

Office: 917-388-3988 ext:110

Cell: 917-721-9074

Email: ian@avaaz.org

Skype: [ian.bassin](https://www.skype.com/user/ian.bassin)

Avaaz.org is a 15-million-person global campaign network that works to ensure that the views and values of the world's people shape global decision-making. ("Avaaz" means "voice" or "song" in many languages.) Avaaz members live in every nation of the world; our team is spread across 13 countries on 4 continents and operates in 14 languages. Learn about some of Avaaz's biggest campaigns [here](#), or follow us on [Facebook](#) or [Twitter](#).

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----- Forwarded message -----
From: **Rodney Mariappen** <rodney@primeoutdoor.co.za>
Date: Wed, Aug 1, 2012 at 9:37 AM
Subject: RE: Contract and final cost schedule/bank info
To: Allison Johnson <allison@avaaz.org>

Hi

Please see signed contract from our side

Thank you

From: Allison Johnson [mailto:allison@avaaz.org]
Sent: 01 August 2012 02:44 PM

To: Rodney Mariappen
Cc: Jamie Choi
Subject: Re: Contract and final cost schedule/bank info

Hi Rodney,

I have forwarded to our finance people to see if we need any other information.

We need a scan of the contract with your signature and initials in order to wire the money. Can you send that today so we can move ahead?

Best,

Allison

On Wed, Aug 1, 2012 at 5:48 AM, Rodney Mariappen <rodney@primeoutdoor.co.za> wrote:

Hi

TBM

13

Thanks please see banking details

Primedia Outdoor

First National Bank

acc no: 62167205973

branch code 255005

Thank you

From: Allison Johnson [mailto:allison@avaaz.org]
Sent: 31 July 2012 11:38 PM
To: Rodney Mariappen
Cc: Jamie Choi
Subject: Contract and final cost schedule/bank info

Dear Rodney,

I have attached the signed contract -- with the revisions PrimeMedia agreed to written in and initialed.
When you sign and return please also initial the changes we have agreed on.

I did not receive an email from you after we spoke with the bank account information and updated cost schedule (including production costs). As I mentioned, we need this in order to be able to make the payment so please send urgently tomorrow morning.

Please advise whether the installation on Saturday is still possible even though you did not supply us with the necessary information today.

Thanks Rodney,

Allison

Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536

Allison Johnson

AVAAZ.org

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Version: 2012.0.2197 / Virus Database: 2437/5251 - Release Date: 09/05/12

PRIMEDIA OUTDOOR

Contract No.	Site No.	Month:	Year:
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ADVERTISING SERVICE AGREEMENT

Entered into by and between

PRIMEDIA OUTDOOR

(a Division of PRIMEDIA (PTY) LTD)

Reg. No: 2005/014403/07. VAT Reg. No: 4210240396
(Herein after referred to as "The Company")

from
FALCONVIEW HOUSE, CNR. HENDRIK POTGIETER & 14th AVE,
CONSTANTIA PARK, 1709 (Tel. (011) 475-1419 Fax. (011) 475-2985)
(physical address at which the Company chooses domicile and of execution)

and
AVAAZ FOUNDATION (Corporation)

(Specify whether a (Pty) Ltd / CC (Close Corporation) / Sole Proprietor / Partnership / Trust)

Reg. No. **20-5050267**

(hereinafter referred to as "The Advertiser")

VAT Reg. No. **N/A**

of:

Postal Address

(physical address at which the Advertiser chooses domicile and of execution)
513 Breda Street #5
Wynberg, 7925
Tel: **417-386-2138**
Fax: **417-386-2138**
E-mail: **allison@avaz.org**

Do hereby enter into an Advertising Service Agreement subject to the terms and condition set out herein and to the attached cost Schedule and/or Campaign Holding, which forms an integral part hereof.

ESSENTIAL TERMS

- | | | | |
|------|---|-----|--|
| 1.1 | "Site No": pillars at | 1.2 | "Site Address": ORTIA - 10 |
| 1.3 | "Advertiser Order Number": International animals (ORTIA) (10) | 1.4 | "Commencement Date": August 1, 2012 |
| 1.5 | "Initial Contract Period": 1 months | 1.6 | "Expiry Date": August 31, 2012 |
| 1.7 | "Annual Escalation": N/A | | |
| 1.8 | "Monthly Rental": 1100,000 payable in advance on the date of invoice, which shall be on the 1st day of each and every succeeding month for the duration of this Agreement Inclusive / Exclusive* of VAT. | | |
| 1.9 | "Artwork" All artwork is to be supplied on optical disk as per the Company repro specifications together with chromalin for colour matching purposes. | | |
| 1.10 | "Artwork Deadline": 3 working days before commencement date.
*(Delete whichever is not applicable) | | |

TB

PRIMEDIA
OUTDOOR

THE COMPANY
Thus done, signed and accepted at ROODEPOORT on this 01st day of August
2012
By TONIQUE STONE in his/her capacity as FINANCE EXEC. and duly
authorized thereto in terms of a Resolution passed by the directors of the Company.
T Stone
For and on behalf of Company
Witness

THE ADVERTISER
Thus done and signed at AVARE FOUNDATION on this 27th day of
2012
By Heather Reddick in his/her capacity as Operations Director and duly authorized
thereto in terms of a Resolution.
Heather Reddick
For and on behalf of Advertiser
Official Stamp
Witness

TERMS AND CONDITIONS

1. DEFINITIONS
- 1.1 Unless the context clearly indicates a contrary intention, the following expressions shall have the meaning ascribed to them:
- 1.2 an expression, which denotes any gender, includes the other gender; a natural person includes an artificial person and vice versa;
- 1.3 and the singular includes the plural;
- 1.4 the headings of the various clauses contained in this Agreement have been inserted for reference purposes only;
- 1.5 "the Site" means the property on which the structure is erected, see Item 1.1 & 1.2 of the Essential Terms;
- 1.6 "the Sign" means the advertising display (Airwork), which shall include the wording of the sign, the type, height, design, colours and the letters on the sign, which shall be produced by the Company in accordance to specifications agreed upon between the parties; But shall not include the intellectual property rights to the artwork.
- 1.7 "the Schedule" means the cost Schedule and/or Campaign Holding, which forms an integral part of the Agreement, attached hereto and any substituted in place thereof as agreed in writing between the parties hereto;
- 1.8 "Company" means Primedia Outdoor a Division of Primedia (Pty) Ltd;
- 1.9 "Advertiser" means the legal entity entering into this Agreement with the Company, which was signed by the Advertiser's duly authorized internal representative alternatively by the Advertiser's duly authorized Agency, for and on behalf of the Advertiser;
- 1.10 "Advertising Service" means advertising the name and/or product/s and/or service/s of the Advertiser by means of a sign including the maintenance of the sign;
- 1.11 "the Authorities" means any Local or Government authority having control of or the right to enforce Laws or Regulations concerning the Site or the Sign or the Company or the Advertiser;
- 1.12 "date of transaction" means the date upon which the Agreement is signed by the last of the two parties;
- "the License" means any permission required by the Company to erect, operate and maintain the Sign and in turn to sell space thereon to any other person;

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IBM

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PRIMEDIA OUTDOOR

13. **CHANGE OF OWNERSHIP AND REBUILDING**
 - 13.1 Should the owner of the Site sell the property or should any of the holders of the shares in the owner sell such shares so that the purchaser thereof acquired control of the Site, then the Company shall be entitled, within 1 (one) month after such sale, to terminate this Agreement on 6 (six) months notice in writing to the Advertiser;
 - 13.2 Should the owner of the property on which the Sign is erected any time during the currency of this Agreement decide to demolish the building or substantially renovate the building for any reason whatsoever, then notwithstanding anything to the contrary contained or implied in this Agreement, then either party shall be entitled to terminate this Agreement on 1 (one) months written notice to the other party.
14. **SEVERABILITY**
Should any one or more of the provisions of this Agreement be unenforceable, then the remaining provisions which are not so affected shall be of full force and effect.
15. **ACCEPTANCE BY THE COMPANY**
This document constitutes an offer and only on acceptance thereof in writing by the Company and signed by the Company's duly authorized representative this agreement shall become binding on both parties on the date of acceptance hereof by the Company.
16. **LICENSE, INDEMNITY AND TERMINATION**
 - 16.1 The Company warrants that it has the License to grant the Advertiser the Advertising Service in terms hereof and hereby indemnifies the Advertiser against any third party's claim arising out of breach of this warranty;
 - 16.2 Should the License be revoked or substantially amended in such a way that the Advertiser's rights are materially affected then the Advertiser shall forthwith be entitled to terminate this Agreement, with immediate effect;
 - 16.3 In the event of the License being withdrawn or amended by the Authorities making regulations applicable to the Company, the Sign or the Site which in any way alter the rights presently enjoyed by the Company in respect of the Sign or the Site or the rights in terms of which the Company is entitled to occupy the Site or portion thereof, or erect a Sign or have the Sign on the Site, being amended, terminated or lapsing for any reason whatsoever, then the Company shall be entitled to terminate this Agreement, with immediate effect;
 - 16.4 On termination of the Agreement by either party as set out in clauses 16.2 & 16.3 the Advertiser shall not be liable for payment of any future Monthly Rentals for the unexpired period of this Agreement and the Advertiser shall not be entitled to claim repayment of the Rentals already paid up to date of termination of the Agreement and neither party shall have any claim against the other save for causes of action which arose prior to such termination.
17. **NOTICE**
 - 17.1 Any notice send in terms of this Agreement shall be in writing and sent by either prepaid registered post to the Advertiser at its *domicilium citandi*, which shall be deemed to have been received by the Advertiser on the fifth day following the posting thereof;
 - 17.2 Notice may also be transmitted by facsimile to the fax number or to the email address set out herein, with proof of transmitting/sending of such fax/email; or
 - 17.3 Delivered by hand at the Advertiser's *domicilium citandi et executandi* address and for which a signed receipt must be obtained.
18. **DOMICILIUM CITANDI ET EXECUTANDI**
 - 18.1 The parties *domicilium citandi et executandi* shall be as set out in the heading hereof and any of the parties shall by written notice be entitled to change such *domicilium*, which change shall be effective 14 (fourteen) days after receipt of notice;
 - 18.2 Any notice of change of any party's chosen *domicilium citandi et executandi* shall be given in terms of clause 17 hereof.

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PRIMEDIA OUTDOOR

7.1.5 The Sign face to be washed if necessary.

8. OWNERSHIP OF THE SIGN

It is expressly agreed that the Sign shall at all times be and remain the sole and absolute property of the Company. At no stage during the period of this Agreement or thereafter will the Advertiser or any person on its behalf acquire ownership of the Sign in terms of this Agreement. On the termination of this Agreement, for any reason whatsoever, the Company shall dismantle and remove the Sign and the Advertiser or any person on its behalf, shall not after termination of this Agreement be entitled to retain the possession or use of the Sign.

9. BREACH

9.1 Should either Party to this Agreement ("the defaulting Party") commit a breach of any of the terms and conditions hereof, and remain in default for a period of seven (7) days after receipt by it of written notice from the other Party calling for such breach to be remedied, the Party delivering such notice will be entitled, without prejudice to any other rights it may have hereunder or in law, including but not limited to the claim for specific performance in terms of this Agreement or for a claim in respect of damages, to terminate this Agreement forthwith by written notice to that effect given to the defaulting Party.

9.2 In the event the Advertiser is the defaulting party the Company shall be entitled, without prejudice to any other right in law, to either:

- 9.2.1 Immediately cancel this Agreement without written or verbal notice to the Advertiser; and
- 9.2.2 Discontinue the Advertising Service, remove the Artwork and take repossession thereof; and
- 9.2.3 Recover from the Advertiser all amounts due and/or in arrears as at the date of cancellation, plus interest thereon; and
- 9.2.4 Retain any sums of money already paid by the Advertiser to the Company; and
- 9.2.5 Claim the full balance of the consideration payable in respect of the unexpired period of this Agreement as liquidated damages suffered by the Company for reason of such cancellation, which sums shall immediately become due and payable, or
- 9.2.6 Claim specific performance in terms of this Agreement.

10. INTEREST ON ARREARS AND LEGAL COSTS

- 10.1 The Advertiser shall pay to the Company compounded interest at the prime rate plus 3% (three percent) on all overdue amounts in terms of this Agreement, calculated on a daily basis from the due date for payment until the actual date of payment;
- 10.2 The Advertiser shall be liable for payment of all reasonable costs and expenses incurred by the Company in removing the Sign as a result of the Advertiser's non-compliance with any provision of this Agreement and/or all reasonable legal expenses incurred by the Company in canceling the Agreement, removing the Sign and recovering any amounts in terms of the provisions hereof, including attorney and own client costs, collection commission, tracing fees, the costs of removing and storing of the Sign and all other expenses, incurred in taking possession of the Sign, plus VAT.

11. CESSION AND ASSIGNMENT

- 11.1 Advertiser shall not cede any of its rights nor assign any of its obligations hereunder without the prior written consent of the Company;
- 11.2 The Company shall without notice to the Advertiser be entitled to cede, sell, pledge, and/or assign all or any of the Company's signs under this Agreement, and/or its right of ownership in the Sign, and if such cession, sale, pledge or hypothecation takes place, the Advertiser shall thereupon:
 - 11.2.1 Hold the Sign on behalf of and in accordance with the instructions and directions of any such cessionary in place of the Company;
 - 12.1.1 If so required by any cessionary make all payments directly to such cessionary;
 - 12.1.2 Unless the context otherwise indicates, any reference to the Company shall be deemed to include a reference to its cessionary.

12. JURISDICTION

The Company and the Advertiser hereby consent to the jurisdiction of the Roodepoort Magistrate's Court as provided for in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, as amended

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4. **INTERRUPTION OF SERVICE**
- 4.1 In the event of the Advertising Service being interrupted for any reason whatsoever for a period of not more than 60 (sixty) days then the Company shall be entitled in its sole and absolute discretion to suspend the rental for the period of the interruption and thereafter to extend the term of this Agreement by the period for which the Service has been interrupted which period can be used for any other unrelated Advertiser's campaign of a similar value, in which event the period over which the installments are provided for shall be likewise extended;
- 4.2 In the event of the Company being prevented for any reason which is beyond the reasonable control of the Company and without in any way limiting the generality of the foregoing, by reason of any Law or Regulation or state of emergency, embargo, or civil commotion, from lighting the Sign or supplying the Advertising Service to the Advertiser, then:
- 4.2.1 The Advertiser shall have no claim of whatsoever nature and arising from whatsoever cause against the Company, which includes that the Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties arising out of non-compliance by the Company from rendering the Advertising Service to the Advertiser as provided for herein, save for installments payable in advance and not yet utilized;
- 4.2.2 The Company shall be entitled in its sole and absolute discretion to terminate this Agreement and to give the Advertiser written notice as provided for in clause 17 and without prejudice to any claims the Company might have against the Advertiser for any cause of action which arose prior to such termination;
- 4.3 In the event of the Company not being able to provide illumination "(if applicable)" for the Sign for a period of more than 7 (seven) days, calculated from the date on which the Advertiser gave the Company written notice of such non-illumination or the date on which the Company first became aware of the non-illumination (whichever date occurs first) then the Advertiser shall be granted a 30% (thirty percent) reduction in rental until such time as illumination to the Sign is restored;
- 4.4 The Advertiser shall not, without the prior written consent of the Company, make any alterations to the Sign and not use the Sign in contravention of this Agreement.
5. **MAFUNCTION OR DAMAGE TO THE SIGN**
- 5.1 Provided the Advertiser has given the Company written notice of the malfunctioning of the Sign or damage to the Sign, which shall be determined by the Company in its sole and absolute discretion, then the Company shall be entitled to either:
- 5.1.1 Rebuild or relocate the Sign at the Company's own cost, or
- 5.1.2 Terminate this Agreement as provided for in clause 17 in which event the Advertiser shall not be obliged to make payment of any further installments to the Company and shall also not be entitled to the refund of any amounts paid and utilized to the date of such termination
6. **INSURANCE AND LIMITATION OF LIABILITY**
- 6.1 The Company shall take out and keep current public liability insurance against liability or bodily injury to any person and/or damage to property resulting from any accident arising out of the construction, erection, maintenance or removal of the Sign. The Company's liability in respect of the Sign for any of the above eventualities shall be limited to the amount of the indemnity given to the Company under such policy;
- 6.2 Under no circumstances shall the Company be liable for any indirect or consequential damages arising out of or relating to its performance or failure to perform under this Agreement;
- 6.3 The limitation of liability set forth in clause 6.2 shall not apply to liability resulting from the gross negligence or willful misconduct of either Party;
- 6.3 The Company shall be responsible for the insurance of the Sign and the Advertiser shall comply with the reasonable conditions imposed by the Company's Insurer or their agents with regard to the location and the use of the Sign.
7. **MAINTENANCE OF SIGN**
- 7.1 Provided the Advertiser is not in breach of any of the provisions of this Agreement and has given the Company written notice, the Company shall at its own costs and within a reasonable period effect the following maintenance to the Sign. Such maintenance shall be limited only to:
- 7.1.1 Ensuring that the Sign's moving parts and lights (if applicable) are in working order;
- 7.1.2 Replacing defective transformers;
- 7.1.3 Replacing or replacing defective wiring;
- 7.1.4 Any other damage or loss not attributable to any act of negligence on the part of the Advertiser or its duly authorized Agents or representatives;

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PRIMEDIA OUTDOOR

- 1.13 "Commencement date" means the date indicated under item 1.4 of the Essential Terms. In the event of a delay in the lighting of the Sign due to circumstances beyond the control of the Company, other than the late submission of artwork as per item 1.10 of the Essential Terms and as per clause 2.2 hereof, then the commencement date shall be the date on which the lighting of the Sign occurs;
- 1.14 "the expiry date" means the date as indicated per item 1.6 of the Essential Terms;
- 1.15 "maintenance" means the maintenance and service of the Sign as provided for in this Agreement;
- 1.16 "prime rate" means the publicly quoted basic interest rate per annum quoted by the First National Bank Ltd from time to time;
- 1.17 "Monthly Rental" means the monthly remuneration, as per item 1.8 of the Essential Terms, payable by the Advertiser to the Company for the use and possession of the Sign as specified in this Agreement;
- 1.18 "VAT" means the tax leviable in terms of the Value Added Tax Act, 1991 as amended;
- 1.19 "NCA" means the National Credit Act No. 34 of 2005.

2. **DURATION AND TERMINATION OF THE AGREEMENT**
- 2.1 This Agreement shall constitute a binding Agreement only upon acceptance thereof in writing by the Company;
- 2.2 This Agreement shall commence on the commencement date and endure for the Initial Contract Period as provide for in item 1.5 of the Essential Terms herein, unless terminated earlier in terms of the provisions made therefore in this Agreement;
- 2.3 Should the Initial Contract Period of this Agreement be for a period of 6 months or less the Advertiser shall not be entitled to cancel this agreement prior to the expiry of the Initial Contract Period. The Advertiser shall give the Company at least 3 (three) months written notice of its intention to renew the Agreement;
- 2.4 Should the Initial Contract Period of this Agreement be for a period in excess of 6 months, the Advertiser shall be entitled to cancel this Agreement for whatever reason, excluding reasons stated in clause 9 below, provided as follows:
- 2.4.1 The Advertiser shall give the Company at least 2 (two) months written notice of its intention to terminate this Agreement, provided that such notice shall not be given within the first 6 months of the Agreement;
- 2.4.2 The Advertiser shall on early termination of the Agreement be obliged to pay to the Company a penalty of 75% (seventy five) on the remaining rentals for the unexpired period of the Agreement, being for liquidated damages suffered by the Company. Should the Company be able to find a new Advertiser within the first month from date of early termination of this Agreement, the present Advertiser shall only be liable for a cancellation fee of R10 000.00 (excluding VAT) or such other amount as the Company may determine in its sole and absolute discretion, and
- 2.4.3 The Company shall remove and destroy the Sign in accordance with the Company's policies and procedures;
- 2.5 Any notice of termination shall be given in terms of clause 17 hereof.

3. **CONSIDERATION**
- In consideration for the provision by the Company of the Advertising Service, the Advertiser shall pay the Company the following amounts:
- 3.1 The Monthly Rental referred to in item 1.8 of the Essential Terms, only for the first 12 (twelve) months commencing on the Commencement Date;
- 3.2 For each subsequent 12 (twelve) month period, the monthly payments shall calculate at the rate per annum specified in item 1.7 of Essential Terms, compounded over the amount payable in respect of the previous 12 (twelve) month period;
- 3.3 The first installment shall be payable in advance, but not later than the date from lighting of the Sign and the following installments payable in advance on date of invoice, which shall be on the first day of each and every succeeding month or as otherwise arranged with the Company. Should the Sign have been erected for part of a month before the commencement date, then a pro-rata consideration will be payable;
- 3.4 The Monthly Rental referred to in 3.1 above and any subsequent increase thereof is exclusive of Value Added Tax and the Advertiser shall therefore in addition to such rental pay Value Added Tax or any other similar tax subsequently imposed at the relevant rate of such tax at the time on which any installment becomes due;
- 3.5 All payments due by the Advertiser to the Company arising out of or in terms hereof shall be paid by the Advertiser to the Company at the *domicilium citandi et executandi* of the Company or at such other address or in such manner as may be specified by the Company in writing;
- 3.6 The Advertiser shall not be entitled to withhold any payments from the Company for any reason whatsoever, which shall include any claim of time that the Sign is non-operational due to alterations thereto or the location of the Sign being re-located, nor shall the Advertiser set-off against any installment any other amount payable, any present or future claim which the Advertiser may have against the Company from any cause arising;

For fewer
than
three (3)
days

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PRIMEDIA OUTDOOR

19. **RESTRAIN IN RESPECT OF THE RELATIONSHIP WITH THE OWNER OF THE SITE**
- 19.1 The Advertiser undertakes that it will not, either during the currency of this Agreement or for a period of 3 (three) years after its termination, in any way prejudice the relationship between the Company and the owner of the Site or any other person with whom the Company has contracted in terms of which the Company has the right to occupy the Site. In particular but without in any way limiting the generality of the foregoing, the Advertiser undertakes that it will not (and will procure that none of its subsidiary companies will) directly or indirectly, enter into any Agreement, arrangement or understanding with the owner of the Site, his agent or any third party having control over the Site, in terms of which a service similar to the Advertising Service will be provided to the Advertiser;
- 19.2 If the Advertiser breaches the provisions of 19.1 above then, without prejudice to any other rights which the Company may have against the Advertiser, the Advertiser shall pay the Company the same consideration as that payable by the Advertiser under any new arrangement with the owner, payable at the same time as that consideration is payable by the Advertiser.
20. **NON-WAIVER**
- No variation, alteration, consensual cancellation or novation of or addition to this Agreement, and no waiver by the Company of any of its rights hereunder, and no latitude or indulgence by the Company, shall be of any force or effect, unless reduced to writing and signed by both the Company and the Advertiser.
21. **WHOLE AGREEMENT**
- 21.1 This is the whole and entire Agreement between the parties and acknowledges that they have not been induced to enter into this Agreement by any representation or warranties, other than those set out or contained herein. No representations or warranties shall be of any force or effect unless reduced to writing and contained herein.
- 21.2 The parties acknowledge that there are no oral or collateral Agreements, representations or warranties between them other than those suspend the operation hereof and there are no other Agreements, representations or warranties between them other than those specifically set forth herein.
22. **PROVISION OF ARTWORK AND CONSEQUENCES OF DELAY**
- The Advertiser shall be responsible for the provision of artwork to the Company at least the number of days prior to the commencement date, as per period inserted in Item 1.10 of Essential Terms. In the event of the Advertiser not providing the artwork to the Company timeously the Company shall not be liable for any loss, including direct, indirect or consequential loss suffered by the Advertiser as a result thereof and shall remain responsible to the Company for the payment of the Monthly Rentals with effect from the commencement date unless the Company agrees to delay the commencement date in which event the parties shall prepare an addendum to the Agreement which shall extend the Agreement for the period of such delay to ensure that the duration of this Agreement remains the same.
23. **PRODUCTION OF ADVERTISING DISPLAY**
- 23.1 By virtue of the Company subscribing to the ASA's Code of Conduct and being bound by various licence restrictions, the Company shall be entitled at its own discretion, to reject any artwork supplied by the Advertiser if it is not satisfied with the quality or content of the material provided.
- 23.2 Production costs are quoted subject to sight of final layout of artwork supplied by the Advertiser or its Agent and are payable in advance by the Advertiser to the Company prior or on date of lighting of the Sign or from date of invoice, whichever occurs first. All quotations are subject to VAT.
- 23.3 Payment of the production costs is not subject to the provisions of the NCA and payable as provided for in 23.2 and is in addition to payment of the Monthly Rentals in terms hereof.
- 23.4 Production of the advertising display will only commence on receipt of a written order and print ready artwork signed off by the Advertiser or its agent.

The artwork for this contract has been pre-approved and is attached as Appendix

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24. GOVERNING LAW

- 24.1 This Agreement shall in all matters be governed by and construed in accordance with the laws prevailing in the Republic of South Africa from time to time and all disputes, actions and other matters in connection herewith shall be deemed in accordance with such law.
- 24.2 The Terms and Conditions of this Agreement are subject to the provisions of the NCA, except Agreements as provided for in Section 4 of the NCA, which Section stipulates the following:
- 24.2.1 An Agreement is not subject to the provisions of the NCA of which the Advertiser is a juristic person whose asset value or annual turnover, together with the combined asset value or annual turnover of all related juristic persons, at the time of the Agreement is made, equals or exceeds the threshold value of One-million Rand, or
- 24.2.2 If the Agreement is a Large Agreement whereof the principal debt is higher than the threshold of R250 000.00 and in terms of which the Advertiser is a juristic person whose asset value or annual turnover is, at the time the Agreement is made, below the threshold value of One-million Rand.
- 24.3 If this Agreement is not excluded from the provision of the NCA as set out in 24.2.1 & 24.2.2 hereof, the Advertiser is obliged to complete the Company's Credit Application to enable the Company to comply with the provisions of Section 81 of the NCA;
- 24.4 Should the Advertiser refuse and/or fail to complete and sign the Company's Credit Application, prior to signing this Agreement, the Advertiser, by affixing its signature hereto agrees that its asset value and/or annual turnover equals or exceeds the threshold of One-million Rand at the time this Agreement is accepted by the Company.

25. CERTIFICATE OF INDEBTEDNESS

A certificate purporting to be signed on behalf of the Company shall be proof until the contrary is proved, of the balance owing and the fact that it is due and payable and the authority of the signatory and the validity of the signature need not to be proved. The certificate shall be *prima facie* valid as a liquid document for the purposes of obtaining provisional sentence, summary judgment, default judgment or any trial action against the Advertiser.

26. DEBIT ORDER

- 26.1 This Agreement is subject thereto that the Advertiser completes and signs a debit order authorization for payment of the Monthly Rentals in terms of this Agreement directly into the Company's banking account;
- 26.2 The Company shall be entitled to refuse to accept this Agreement, should the Advertiser fail and/or refuse to sign the required debit order authorization, which decision shall be in the Company's sole and absolute discretion.

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IBM

"AF6

----- Forwarded message -----

From: **Gloria de Jager** <gloriadj@primeoutdoor.co.za>

Date: Thu, Aug 2, 2012 at 10:58 AM

Subject: RE: Measurement of Pillars

To: Allison Johnson <allison@avaaz.org>

Cc: Rodney Mariappen <rodney@primeoutdoor.co.za>, Brenda Ndlovu <brenda@primeoutdoor.co.za>, Jamie Choi <jamie@avaaz.org>, Vally Naidoo <vally@primeoutdoor.co.za>, "Andries Snyders (AndriesS@jhb.hc.co.za)" <AndriesS@jhb.hc.co.za>

Hi Allison

Rodney confirmed that he e-mailed you the bank account details this morning:-

First National Bank, Acc No. 62167205973 Global Transactional Services Johannesburg, branch code 255005. Swift number FIRNZAJJ

When you supply artwork, please will you PDF the artwork.

I have managed to get hold of our Airports Manager, Vally Naidoo who has confirmed that your contract will run from 8th August and will not come down before the

11th September 2012.

Please will you advise whether you are going to go ahead with this campaign and if you are indeed going to, please e-mail me proof of payment so that we can go-ahead and put this job into production as soon as we start our working day tomorrow morning at 08h30. It is 17h02 in Johannesburg now.

Kind regards

Gloria

From: Allison Johnson [mailto:allison@avaaz.org]

Sent: 02 August 2012 02:20 PM

To: Gloria de Jager

Cc: Rodney Mariappen; Brenda Ndlovu; Jamie Choi

Subject: Re: Measurement of Pillars

Gloria and Rodney,

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I have asked our designers to do as you specify below. We are, however, extremely concerned on the timing now for the installation. We supplied this files for you a week ago. Given the time zone difference I fear that by the time we get these new files from the designers it will be late afternoon your time. As I mentioned to Rodney, our hard deadline for this is Monday. **Before we wire the money I need to hear from you the latest date that the pillars will be installed.**

Please supply that information as soon as you can.

Best,

Allios

On Thu, Aug 2, 2012 at 7:49 AM, Gloria de Jager <gloriadj@primeoutdoor.co.za> wrote:

Good day Allison

Please accept our apologies. We have had to send our contractors to re-measure the pillars at OR Tambo and unfortunately the original measurements we had been supplied with which we then gave you were incorrect. Please therefore can I ask you to amend your artwork and supply **OPEN** files, unfortunately the artwork you supplied was closed files, otherwise we could have manipulated the artwork in order to get the altered sizes to fit and sent you the Jpegs for your approval. Please include 100mm bleed and supply 300dpi and make sure you have open files, all colours are done in CMYK. As per the previous measurements all measurements are in mm, therefore

2270 1205 800 1190 794

Equates to 2,270 x 1,205 x ,800 x 1,190 x ,794m

Kind regards

Gloria

--
Allison Johnson

AVAAZ.org

skype: allisonkjohnson
+1-617-905-1536

--
Allison Johnson
AVAAZ.org
skype: allisonkjohnson
+1-617-905-1536

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2197 / Virus Database: 2437/5251 - Release Date: 09/05/12

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"AF 7"

From: Gloria de Jager <gloriadj@primeoutdoor.co.za>

Date: Thu, Aug 16, 2012 at 11:09 AM

Subject: Pillars at OR Tambo - Ayaaz

To: "allison@ayaaz.org" <allison@ayaaz.org>

Cc: Rodney Mariappen <rodney@primeoutdoor.co.za>, Peter Lindstrom <peterl@primeoutdoor.co.za>, Vally Naidoo <vally@primeoutdoor.co.za>, Tasneem Harris <tasneemh@primeoutdoor.co.za>

Hi Allison
As per Peter Lindstrom, our Sales and Marketing Director's message left on your voice mail, Primedia Outdoor have been instructed by our landlord Airports Company of South Africa to blank your creative with immediate effect.
We are unfortunately forced to blank these pillars tonight and request that you urgently send us revised artwork. We are willing to give you a reduced price for production and flighting, being R30 000. Please remember that the pillars are not square and the width is different on every pillar, the height of the pillars also differ.

Should you wish to chat to Peter his mobile number is +27834451038.

Kind regards
Gloria

TB
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"AF8"

----- Forwarded message -----

From: Peter Lindstrom <peterl@primeoutdoor.co.za>
Date: Thu, Aug 16, 2012 at 3:35 PM
Subject: Fwd: Journo query
To: Allison <allison@avaaz.org>

Hi Allison,

Here is the email sent from ACSA instructing us to remove the adverts.

I will be in touch tomorrow afternoon with the ruling.

Regards

Peter

Begin forwarded message:

From: Vally Naidoo <vally@primeoutdoor.co.za>
Date: 16 August 2012 8:36:53 SAST
To: Peter Lindstrom <peterl@primeoutdoor.co.za>, Rodney Mariappen
<rodney@primeoutdoor.co.za>
Subject: FW: Journo query

Hi Peter

As discussed last night can we go ahead and blank them.
Please advise.

Regards

Vally

<p>From: Adele Williams [mailto:Adele.Williams@airports.co.za] Sent: 15 August 2012 01:00 PM To: Vally Naidoo Cc: 'dave@droberts.co.za' Subject: Re: Journo query</p>
--

Please advise if this can be removed today still.

Thanks,

15/8

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From: Adele Williams
Sent: Wednesday, August 15, 2012 12:53 PM
To: 'vally@primeoutdoor.co.za' <vally@primeoutdoor.co.za>
Cc: 'dave@droberts.co.za' <dave@droberts.co.za>
Subject: Fw: Journo query

Hi Vally,

Pls see below. Advised to remove a.s.a.p.

As mentioned, prepare for backlash and have statement ready if requested.

Thanks

From: Tebogo Mekgoe
Sent: Wednesday, August 15, 2012 12:09 PM
To: Solomon Makgale; John Neville
Cc: Haroon Jeena; Adele Williams; Unathi Batyashe-Fillis
Subject: RE: Journo query

Hi Solomon,

I think we need to be clear in our 'short statement' about our own quality standards checking process as far as advertising on the airport is concerned. The advertising agency must also be ready to put forward their position in terms of how they determine what's socially/ethically palatable for public consumption in terms of advert content. If neither us nor the agency have explicit policies/standards and standard operating procedures around 'controversial/advocacy' content then we should state so and be clear that perhaps we subscribe or fall back on the Advertising Standards Authority's codes of good practice if that is indeed true. We must just be sure we know what that means and where we should refer any queries about how we apply those. Here's an excerpt from the code as an example:

2.4 Controversial subjects/Advocacy advertising

To the extent that any advertisement:

- ***Expresses an opinion on a matter which is the subject of controversy; and***
- ***That controversy involves issues within the areas, broadly defined, of public policy and practice, then that opinion shall not be subject to the provisions of the Code relating to misleading claims except that-***

All advertisements which contain such controversial statements should:

- ***be readily recognisable as advertisements;***
- ***cause no confusion as to the identity or status of advertiser;***
- ***Whenever such information is not readily available state the advertiser's address and***

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telephone number.

No matter our personal views on the matter, there is an implicit message in the content of the advert that says the President (personally) is currently standing by while our lions are being killed and is thus complicit in the killings. For this reason I would urge that you sensitise the MD about what could potentially be a public relations nightmare especially given that it is at the entry point into South Africa.

We need to think hard about how we are going to manage this before it gets ahead of us.

Regards,

Tebogo

-----Original Message-----

From: Solomon Makgale

Sent: 15 August 2012 11:31 AM

To: John Neville; Tebogo Mekgoe

Cc: Haroon Jeena

Subject: FW: Journo query

Dear John and Tebogo,

A journalist has approached us asking to take a picture of the attached controversial advertising campaign that is running at airport. My view is that we should not obtain the photograph on behalf of the journalist nor allow the journalist to take the picture. (it is in the baggage carousel at international arrivals).

However, we should give the journalist the advertising agency's details. The agency and advertiser will see how they get the picture to the journalist.

What we will have to do from our side is prepare a short statement as why we allowed the 'controversial' advert in our premises.

Please advise as to how you believe we should manage this?

Rgds

-----Original Message-----

From: Michelle Kalkwarf

Sent: 15 August 2012 09:49 AM

To: Solomon Makgale; Gloria Phashe

Subject: Journo query

TM

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Hi All

Please revert

thanks

Michelle Kalkwarf

HOD: Information

O.R. Tambo International Airport

Airports Company South Africa

Direct: +27 (0)11 921 6038

Main: +27 (0) 11 921 6262

Fax to E-Mail: +27 (0) 86 609 6421

Fax: +27 (0) 86 609 6421

Cell: +27 (0) 71 602 2268

E-Mail: michelle.kalkwarf@airports.co.za

Web: <http://www.airports.co.za/>

Mobi: <http://m.airports.co.za/>

<http://www.acsa.co.za/home.asp?pid=6955>

Please consider the environment before printing this email

Exclaimer

-----Original Message-----

From: Michelle Kalkwarf

Sent: Tuesday, August 14, 2012 11:40 AM

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To: Solomon Makgale; Gloria Phashe

Subject: FW: Emailing: DSC06890.jpg, DSC06888.jpg

Hi

Please approve if these can be sent to Journo as his request

Thanks

-----Original Message-----

From: Michelle Kalkwarf

Sent: Tuesday, August 14, 2012 11:38 AM

To: Adele Williams

Cc: Unathi Batyashe-Fillis

Subject: Emailing: DSC06890.jpg, DSC06888.jpg

Hi Adele,

Further to our conversation this morning here is the advert the journalist wanted photo's for. I have also given him Velly from Primedia's contact number for more details.

He could not go into duty free so I offered to take photo's for him. I have NOT sent these to him. Unathi, if you are happy could you forward this on to the journalist

His email is brattmi@bdfm.co or bratt.michael@gmail.com or lathand@bdfm.co.za

Thanks

Michelle

TM

"AF9"

Advisory Service
Reference:



TO : PRIMEDIA OUTDOOR
ATT : PETER LINDSTROM
DATE : 16 AUGUST 2012



association for
communication
and advertising
advisory service

We have perused the following advertisement:

1. REFERENCE : ADVERTISEMENT
2. ADVERTISER : AVAAZ
3. PRODUCT : AVAAZ/LIONS

and based on the information provided to us our opinion, subject to the conditions below, is:

The ASA Code regulates advertising, which is defined in clause 4.1 of Section II as:

"4.1 'advertisement' means any visual or aural communication, representation, reference or notification of any kind –

4.1.1 which is intended to promote the sale, leasing or use of any goods or services; or

4.1.2 which appeals for or promotes the support of any cause.

Promotional content of display material, menus, labels, and packaging also fall within the definition. Editorial material is not an advertisement, unless it is editorial for which consideration has been given or received.

The word "advertisement" applies to published advertising wherever it may appear. It does not apply to editorial or programming publicity."

Clause 2.4 of Section I of the ASA Code further provides:

"Controversial subjects/Advocacy advertising

To the extent that any advertisement:

- Expresses an opinion on a matter which is the subject of controversy; and
- That controversy involves issues within the areas, broadly defined, of public policy and practice, then that opinion shall not be subject to the provisions of the Code relating to misleading claims except that-

CONDITIONS

The advice of the ACA Advisory Service ("ACAAS") in respect of the above advertisement is subject to the following conditions and in submitting the advertisement the advertiser and/or agency warrants that he/she is aware of and accepts these conditions:

1. In terms of the ASA Code the primary responsibility for observance of the Code lies with the advertising practitioner (and the ACAAS merely gives an independent opinion on the material submitted and does not provide any representation or guarantee or warranty in respect of compliance with the ASA Code and none should be implied. The submission of advertising material for an opinion is voluntary.
2. The opinion is in respect of the ASA Code only, unless the advertiser and/or its agency and/or medium requires additional advice on express and written instructions to the ACAAS.
3. The media retains the right to reject, for whatever reason, any advertisement and is not bound by the advice of the ACAAS.
4. The ACA and/or the ACAAS and/or any of the officers or employees will not be liable for any damage or loss, by the advertiser/medium/agency and/or any other person/s which may arise in connection with the advertisement and/or the above advice.
5. The opinion is only in respect of the information provided unless the advertiser and/or its agency and/or medium expressly and in writing informs the ACAAS about additional information, including but not limited to ASA rulings and/or other material for purposes of advertising goodwill or limitation.

1st Floor Bond Street Centre Cnr. Bram Fischer Drive & Bond Street Kensington B Randburg P O Box 2289 Parklands 2121
Telephone: +27 11 781 2772 Fax: +27 11 781 2797 www.acasa.co.za

Secretariat: CEO: O. van der Haar CFO: R. Cory

DIRECTORS: Chairperson: W. Naidoo Vice Chairpersons: M. Gendel B. Pezisa N. Morris
J. Barty R. Behrens C. Cobbedick G. Curtis A. Dippenaar J. Dixon A. Deeb S. Dexter G. Leck I. Moroke S. Marutulle
J. McCarthy P. Middleton S. Napier N. Nkomo E. O'Hanlon C. Primos J. Ribello J. Van Dam V. Vosloo N. Willis

Association for Communication and Advertising NPC Registration No. 1971/008178/09

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All advertisements which contain such controversial statements should:

- be readily recognisable as advertisements;
- cause no confusion as to the identity or status of advertiser;
- Whenever such information is not readily available state the advertiser's address and telephone number."

The heading of the clause refers to "controversial subjects/advocacy advertising", but the rest of the clause only refers to controversy and similar issues. It is accepted that what applies to controversial subjects also apply to advocacy advertising and that the intention was that these two concepts are synonyms for purpose of clause 2.4.

Neither controversy nor advocacy is defined in the ASA Code and the usual/ordinary meaning should be given to these words. Advocacy is defined in the Concise Oxford Dictionary as when a person "publicly supports or recommends a particular cause or policy". Controversial is defined as "causing or likely to cause controversy", with "controversy" defined as "disagreement, typically when prolonged and public" (See 5FM Faithless / SAJBD & Another / 17358 ASA Directorate ruling, 5 July 2011).

The requirements of public policy and practice also distinguishes advertising of a controversial subject/advocacy advertising from advertising promoting or supporting a cause (clause 4.1.2 of Section II).

The effect would appear, as far as it is possible to make a deduction on the wording of clause 2.4, that although all advertising is regulated under the Code, other/additional requirements apply in respect of controversial subjects/advocacy advertising.

Based on 5FM Faithless / SAJBD & Another / 17358 ASA Directorate ruling 5 July 2011 and the ordinary meaning of the words, one can probably accept that the advertisement in question is a controversial subject/advocacy advertising in respect of public policy and practice. As such the ASA Code is applicable, except for the provisions relating to misleading advertising (basically only clause 4.2.1 of Section II). In addition, this type of advertising must

- be readily recognisable as advertisements;
- cause no confusion as to the identity or status of advertiser;
- Whenever such information is not readily available state the advertiser's address and telephone number.

Whether the advertisements can be readily recognizable as advertisements is debatable, but it is clear that the identity/status of the advertiser is not clear and the address etc requirements have not been complied with.

The use of the president's name and picture is, in addition to any other legal requirements etc in respect of use of the name etc of the head of state, not in compliance with clause 11 which provides that Advertisements should not, except in the circumstances noted in 11.2 portray or refer to, by whatever means, any living persons, unless their express prior permission has been obtained.

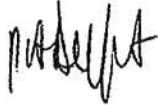
The claims made in the advertisement, eg as to the killing of lions and the use of the bones and that president Zuma can save the lion/s, must be substantiated as required by clause 4.1.4 of Section II of the ASA Code. The problems in this respect are patent.

Various other ASA Code issues may be applicable, eg the use of animals in advertisements (clause 18 of the ASA Code) as well as legal issues in respect of the photograph of a firearm in respect of which I do not give an opinion.

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In my opinion the portrayal etc of the lion will be offensive to the majority of viewers and the advertisement could therefore be in contravention of clauses 1 and 1.1 of Section II in respect of offensive advertising (see also Amy Biehl Foundation / P E Erasmus & Others Ruling of the Advertising Standards Committee of 23 October 2003).



P.A. DELPORT
ACA Advisory Service

TBM

"AF 10"

ROSIN · WRIGHT · ROSENGARTEN

ATTORNEYS

Le Val (Ground Floor, North Block, South Wing), 45 Jan Smuts Avenue (Cnr The Valley Road)

Westcliff, Johannesburg, 2193

PO Box 1037, Houghton, 2041, South Africa

Tel: [27-11] 486-0242/3 · Fax: [27-11] 646-1706 ·

e-mail: rwr@rwr.co.za

website: www.rwr.co.za

PARTNERS
DAVID FEINBERG
DAN ROSENGARTEN
MARK ROSIN

22 August 2012

Our Ref: Mr D Rosengarten/Mr D Feinberg

By Hand

The Chief Executive Officer
Primedia Outdoor
(A Division of Primedia (Pty) Ltd)
Falconview House
Cnr Hendrik Potgieter & 14th Avenue
Constantia Park
1709

Fax: 011 475-2985

CC: Peter Lindstrom

e-mail: peterl@primeoutdoor.co.za

And to:

The Managing Director
Airports Company of South Africa
Mr Bongani Maseko

Fax: 011 454-3817

e-mail: bongani.maseko@airports.co.za

Dear Sir/Madam

Primedia Outdoor

1. We act for the Avaaz Foundation ("Avaaz" or "Avaaz.org").

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2. Our client instructs us that on or about 1 August 2012, it entered into an agreement with Primedia Outdoor (A division of Primedia (Pty) Ltd) ("Primedia"). The material terms of the agreement were that, in consideration for the provision by Primedia of an advertising service, including Primedia's production and display of our client's advertisements on the pillars at the International Arrivals Hall of OR Tambo International Airport, our client would pay Primedia a monthly rental of R160 000. The initial contract period was for one month, commencing on 1 August 2012 and expiring on 31 August 2012.
3. Pursuant to this agreement, our client provided you with and you produced and displayed creative ("the advertisements") that contained an image of a young lion being threatened, a picture of President Zuma, and the text: "President Zuma can save her life. Our lions are being slaughtered to make bogus sex potions for Asia. Will President Zuma save them? Urge him to stop the deadly lion bone trade now." The advertisements also contained our client's logo and a website address for more information: "Avaaz.org/lions." These advertisements were part of a campaign organised by our client in which more than 700,000 people around the world signed a petition calling on President Zuma to ban the trade in lion bones and organs.
4. On or about 16 August 2012, Primedia advised our client that it had been instructed by its landlord, the Airports Company of South Africa ("ACSA"), to blank out our client's advertisements with immediate effect, and, in fact, did so. We understand that a licensing agreement exists between Primedia and ACSA. In the email advising our client that Primedia intended to blank out the pillars with immediate effect, no reasons were provided as to why Primedia had been instructed by ACSA to blank out the advertisements nor what efforts, if any, Primedia made to resist the instruction.
5. Our client is of the view that there is nothing in the agreement which exists between it and Primedia which entitled Primedia to take the above action. The agreement that exists between our client and Primedia specifically states in Clause 23 that:

"The artwork for this contract has been pre-approved and is attached as Appendix A".

6. Moreover, nothing in the agreement gives Primedia the right to blank the advertisements during the term of the contract based on the content of the creative. Nor does the agreement have any reference to our client being bound by the terms of any agreement between ACSA and Primedia nor to any power of ACSA to approve, veto or blank the advertisement.
7. The action taken by Primedia is in breach of the agreement concluded between our client and Primedia and is unlawful.
8. In addition to constituting a breach of the agreement between our client and Primedia, our client also believes that the actions taken by Primedia and ACSA violate the Constitution. In particular, the actions violate Section 16 of the Constitution, which protects freedom of expression. Without going into the relevant provision of the Constitution and the case law in any detail at this stage, our client maintains that it is unconstitutional for it to be prevented or impeded in this way from communicating its message to the public and for the public to be prevented or impeded from receiving its message. There is no lawful justification for these actions. This is particularly so given that the subject of our client's advertisement is a political message about a matter of manifest public interest. Moreover, while both ACSA and Primedia are bound by section 16 of the Constitution, as an organ of state ACSA has a discrete constitutional duty to respect, protect, promote and fulfil the right to freedom of expression.

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9. Finally, and in any event, we point out that insofar as the actions by Primedia appear to have taken place pursuant to a decision by ACSA, the ACSA decision amounts to administrative action in terms of the provisions of the Promotion of Administrative Justice Act 3 of 2000. Given that the decision by ACSA, as implemented by Primedia, has had a significant negative effect on our client's rights, our client ought to have been given a hearing before any such decision was taken. On this basis alone, the decision by ACSA and the actions by Primedia are unlawful.
10. By reason of what is set out herein, we are instructed to demand that both Primedia and ACSA reinstate the advertisement for the duration of the contract period duly extended by the number of days the advertisement has been blanked out. In the event that Primedia and/or ACSA refuse to do so, we are instructed by our client to demand that Primedia and ACSA set out:
 - 10.1. The reasons for the decision of ACSA to instruct Primedia to blank the advertisements;
 - 10.2. The basis on which ACSA contends that its decision and instruction were lawful;
 - 10.3. The reasons for Primedia acceding to the ACSA instruction and the details of the efforts made by it, if any, to resist giving effect to the instruction; and
 - 10.4. The basis on which Primedia contends that its decision and instruction were lawful.
11. In addition to what is set out above, should Primedia and/or ACSA decline our client's request to immediately reinstate the advertisement, our client requires Primedia and/or ACSA to provide it with a copy of Primedia's agreement with ACSA as well as any written communications exchanged between Primedia and ACSA, either containing or relating to the instruction allegedly given by ACSA to Primedia to blank out the advertisement. Our client requires this information so that it can fully assess its legal position.
12. In the event that you decline our client's demand to reinstate the advertisement with immediate effect and are unable to convince our client that ACSA and Primedia's actions were lawful, it is our client's intention to institute urgent proceedings against ACSA and Primedia in order to compel them to reinstate the advertisement.
13. In the circumstances, we require a response to this letter together with the information requested by no later than close of business on Friday 24 August 2012.
14. We look forward to hearing from you.

Yours faithfully


Rosin Wright Rosengarten

Received a copy hereof on this

the ____ day of _____ 2012

_____ (Print Name)

_____ (Signature)

(For and on behalf of Primedia
Outdoor, duly authorised)

cc: Ian Bassin
General Counsel, Avaaz Foundation

TEM

Tel +27 11 723 1400 Fax +27 11 453 9354
The Maples, Riverwoods, 24 Johnson Road,
Bedfordview, Gauteng, South Africa, 2008
P O Box 75480, Gardenview,
Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd
Reg No 1993/004149/30 VAT No 4930138393
Board of Directors: *BA Mabuza (Chairperson), *MMT Ramano, *DS Macozoma, *MJ Janse van Rensburg, *R Morar,
*E Masilela, *BP Mabelane, *M Matsaba (Alternate Director to E Masilela),
TA Gwatkin (Company Secretary)

* Non-Executive Directors



27 August 2012

Rosin Wright Rosengarten Attorneys

Attention: Mr D Rosengarten / Mr D Feinberg

By Email: rwr@rwr.co.za

Dear Sirs,

Your letter dated 22 August 2012 has reference.

The Airports Company of South Africa Limited received verbal comments from members of the public in relation to your clients advertisement. The nature of the comments received raised the possibility of the advertisement being objectionable. After considering the comments received and in line with the concessionaire agreement signed with Primedia, the advertisement was removed on the 15th of August 2012. The concessionaire agreement entered into between Airports Company of South Africa Limited and Primedia Outdoor is a confidential document as contracted by both parties.

The concessionaire agreement is a lawful document recording the agreement between the two parties. The Airports Company of South Africa Limited will treat the advertisement as objectionable until such time that this matter is dealt with accordingly and all considerations from all parties have been taken into account. The advertisement will therefore not be reinstated at this stage. Our failure to deal with any specific issue raised in your letter is not an admission thereof and should not be understood and / or construed as such. Our rights remain fully reserved.

Yours Truly,



Bongani Machobane
Legal Counsel



"AF 12"

DE WET, VAN DER WATT & JORDAAN

ATTORNEYS, NOTARIES, CONVEYANCERS
& ADMINISTRATORS OF ESTATES

Rosin Wright Rosengarten Attorneys
WESTCLIFF
Fax: 011 646-1708

"Without Prejudice"

Your ref: Mr D Rosengarten/
Mr D Feinberg

Our ref: A PIETERSE

Date: 28 August 2012

Dear Sirs

AVAAZ / PRIMEDIA OUTDOOR & ACSA

We refer to the above matter, as well as to your letter dated 22 August 2012.

We act on behalf of Primedia Outdoor and at their request address this letter to you. We do not intend to deal with each and every allegation contained in your aforementioned letter, but wish to state the following, and reserve our client's right to reply more fully at a later stage, should it become necessary:

1. Our Client obtained Concession Rights from ACSA in terms of certain sites at the OR Tambo International Airport (hereinafter referred to as "the Airport");
2. On strength of this, our Client entered into an Advertising Service Agreement with your client for certain sites at the Airport;
3. Your client provided our Client with artwork and same was flighted on the 6th of August 2012;
4. On the 15th of August 2012, ACSA insisted that the advertisement be removed, which communication was forwarded to your client on 16 August 2012;
5. The advertisement was removed and our Client also provided your client with an opinion from the Association for Communication and Advertising Advisory Service and for the sake of convenience, we enclose a copy of the opinion;
6. Clause 4 of the Agreement between our client and your client states:

☎ +27 11 675-1731	First Floor, Block B, Clearview Office Park	☎ 1820, Roodespoort, 1725
Fax: +27 11 675-1740/086 574266	77 Witteklippe Avenue, Constantia Kloof	Republic of South Africa
E-mail: sp@dw.co.za	Roodespoort, Republic of South Africa	Docex 5 Roodespoort
Website: www.dvw.co.za	Republic of South Africa as GPS Coordinates 28°7'55"S, 27°53'28"E	

DE WET, VAN DER WATT & JORDAAN INC.
REGISTRATION NUMBER: 1997/008412/21
VAT REGISTRATION NUMBER: 4030165353

DIRECTORS: PIETER CHARL DE WET (B.PROC); NICO OSWALD JORDAAN (B. JURIS LL.B); ADRIE PIETERSE (LL.B)
ALICE LOUISE DU PREEZ (LL.B)
ASSISTED BY: GARDI POTTAS-BOOYSEN (LL.B) AND DEWALD TERBLANCE (LL.B)

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"4.2 In the event of the Company being prevented for any reason which is beyond the reasonable control of the Company and without in any way limiting the generality of the foregoing, be reason of any Law of Regulation or state of emergency, embargo, or civil commotion, from flighting the Sign or supplying the Advertising Service to the Advertiser, then:

4.2.1 The Advertiser shall have no claim of whatsoever nature and arising from whatsoever cause against the Company, which includes that the Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties arising out of non-compliance by the Company from rendering the Advertising Service to the Advertiser as provided for herein, save for instalments payable in advance and not yet utilised;"

7. Paragraph 8.1.4 and 8.1.5 of the Concession Agreement with ACSA reads as follows:

"8.1 The Concessionaire hereby undertakes:

8.1.1 ...

8.1.2 ...

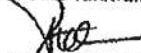
8.1.3 ...

8.1.4 not to display any Advertisement which does not meet the code of conduct stipulated by the Advertising Standards Authority from time to time and should the Concessionaire be in breach of this clause 8.1.3, it will remove such Advertisement within 24 hours after receipt by it of written notification to that effect from ACSA or the Advertising Standards Authority;

8.1.5 notwithstanding the provisions of clause 8.1.3, not to display any Advertisement which, in the sole opinion of ACSA (which opinion is not subject to arbitration in terms of clause 20 (dispute resolution)), is unsightly or of an objectionable nature, and the Concessionaire shall remove such Advertisement within 24 hours after receipt by it of written notification to that effect from ACSA;"

8. It is clear from the above, that our Client was prevented beyond our client's reasonable control to continue displaying the advertisement and as such our client did not breach the agreement with your client.
9. Our client will therefore not be able to reinstate the advertisement, but our Client did provide you client with the opportunity to provide our Client with an alternative artwork, but did your client elect not to do so.
10. Nothing in this letter should be construed as an acceptance of the legal contentions put forward in your letter under reply. We reiterate that our client had no control over the events and they were bound to take heed of the instructions by ACSA and the opinion of the Advisory Service.

Yours faithfully



DE WET, VAN DER WATT & JORDAAN INC.
ADÈLE PIETERSE

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