



October 2018

SUPPLIER CODE OF CONDUCT

1. INTRODUCTION

The Sun International group's Supplier Code of Conduct document is based on recognised international standards, principles and best practices and is compliant with the Sun International Corporate Code of Conduct and Code of Ethics. The Sun International group and its suppliers are always subject to additional responsibility requirements stated by local, national and / or international law. At a minimum we refer to and abide by the core labour standards identified in the conventions of the United Nations International Labour Organisation ("ILO").

The Sun International group expects all its suppliers and their sub-contractors (collectively "Suppliers"), to adhere to the following elements of its Supplier Code of Conduct and can in return expect the same from the group as its trading partner. This document does not replace any existing supplier or vendor registration documents or pre-screening verification requirements, but forms part of the underlying commercial agreement entered into or to be entered into between the relevant member company of the Sun International group and the Supplier.

2. LABOUR CONDITIONS

It is our aspiration that the working or labour conditions throughout our supply chain meet internationally accepted standards of human rights and working conditions and we aim to encourage our Suppliers including our sub-contractors to follow it accordingly.

Workers shall be treated with dignity and respect at all times and Suppliers shall commit themselves to uphold the following human rights of workers: -

2.1 Freedom of Association, Collective Bargaining and Industrial Relations

In accordance with applicable laws and regulations, workers shall have rights to associate freely, form and join workers organisations, seek representation and bargain collectively. Workers who choose to belong to trade unions (subject to laws and regulations) shall be free of pressure or influence from Suppliers.

2.2 No Forced or Involuntary Labour

Any form of forced, bonded, indentured, or involuntary labour shall not be permitted. All work shall be voluntary and workers shall be free to leave work or terminate their employment upon reasonable notice. As a condition of employment, no one has the right to require workers to surrender government-issued identification, passport, work permits, or any other unreasonable deposits such as a cash deposit or payment to reserve employment or ensure on-going employment.

2.3 Minimum Age

The minimum age for employment shall be 15 years, or the minimum age for employment in that country, or the age for completing compulsory education in that country, whichever is highest. However, referring to the strict rules of ILO and potential national laws, the Sun International group shall allow persons aged 14 to 15 years into light work. A young person less than 18 years shall not be given admission to any work, which might jeopardise his or her health and safety.

2.4 Fair Treatment and No Discrimination

The workplace shall be free of harassment of any nature. Workers shall not be threatened in any way or be subjected to any sort of harsh or inhumane treatment, which includes (but is not restricted to) mental or physical coercion, sexual harassment or abuse, corporal punishment, verbal or emotional abuse, or unreasonable restrictions regarding entering or exiting company provided facilities.

The Sun International group does not tolerate any sort of discrimination based on (but not restricted to) race, colour, ethnicity or national origin, age, gender, sexual orientation, disability, religious views, political affiliation, union membership, or marital status.

2.5 Work Contract and Terms of Employment

For every worker, a written contract shall state the terms of employment. Worker contracts shall specify all pivotal information, such as information related to occupational hazards. Contracts shall be in a language understood by the workers. Workers shall have been given an opportunity to review and understand the contract, signed the contract and been given a copy of the contract.

The policy of terminating the work contract shall be fair relative to the nature and duration of the employment and no sort of discrimination or unfair punishment is tolerated by the Sun International group. Only workers with a legal right to work shall be employed. Workers' legal status to work may be validated by the Sun International group by reviewing original documentation before commencement of work or at any time during the performance of work.

2.6 Working Hours

Working hours or overtime hours shall not exceed the maximum permitted by applicable laws and regulations. Workers shall be given reasonable notice for overtime.

During working hours regular and appropriate break periods shall be provided, with the minimum requirement being appropriate meal and refreshment breaks. Workers shall be given reasonable time off in terms of prevailing legislation and / or generally accepted industry / sector norms and standards. Workers shall be entitled to vacation, leave time and statutory or bank holidays according to applicable local laws and regulations.

2.7 Wages and Other Benefits

Where employees receive wages, these shall comply with the national laws and applicable industrial standards and regulations related to wages and remuneration. Workers shall be entitled to a minimum wage and all legally mandated benefits. As mandated by applicable laws and regulations, all social and insurance benefits shall be paid and overtime shall be compensated at the prevailing rate.

Deductions from wages shall not be made for disciplinary purposes. In case of allowance deductions (for example food and accommodation), principles shall be clearly communicated to workers and the amount of deductions shall be reasonable when compared to the total wage.

Suppliers shall pay workers monthly or weekly (at least) and on time, clearly conveying the basis on which workers are being paid. Workers shall receive regular pay slips, clearly stating at least hours worked, wages and all deductions taken.

A system shall be in place to verify and accurately record payroll, deductions and the hours worked by employees. Wages and benefits shall be paid whether in cash or by electronic funds transfer ("EFT").

3. OCCUPATIONAL HEALTH AND SAFETY

Suppliers shall commit to ensuring safe working conditions and a healthy working environment for their workers. This prevents work-related injuries and illnesses, improves the well-being of workers, increases productivity and promotes the quality of products, among other things. Suppliers shall, in accordance with the applicable health and safety laws, appoint a senior management representative responsible for health and safety.

Suppliers shall comply with all the applicable health and safety related laws and regulations. Suppliers shall provide their workers with, for instance, appropriate personal protective equipment and first aid equipment at all areas as and when required. Workers shall never be disciplined for raising safety concerns and for refusing to work in an unsafe environment.

Clear procedures shall be in place to identify, manage, record and report occupational injuries and illnesses appropriately. Suppliers shall implement corrective actions to eliminate the root causes of injuries and illnesses. Where hazardous substances are used, relevant supervision, material safety data sheets, controls and emergency plans shall be displayed in accordance with the relevant legislation and if requested, a copy of the emergency plans must be provided.

Workers shall be provided with appropriate and regular workplace health and safety related information and training, including fire training, production safety and correct use of protective equipment and first aid equipment. Clear safety warning signs, in the primary language of the workers, shall be displayed on relevant equipment and hazardous or toxic substances or objects.

3.1 Working Environment and Hygiene

The work environment including, without limitation, offices and factories shall be kept at a comfortable temperature, have adequate lighting and be suitably ventilated, according to the nature of production or work. Work sites shall be adequately clean and hygienic. There shall be access to clean drinking water, adequate toilet / sanitation and washing facilities and female sanitation rooms near the worksites. There shall also be a designated rest area, separate from the general working environment, to allow workers to take a break.

3.2 Physically Demanding Tasks and Ergonomics

Suppliers shall identify physically demanding tasks and evaluate and control worker exposure to these tasks. Examples of these tasks include heavy lifting and handling of heavy material and machinery, prolonged standing and highly repetitive tasks. Suppliers shall ensure that workers are not subject to poor work ergonomics and this applies especially to physically demanding tasks.

3.3 Emergency Preparedness and Prevention

Suppliers shall be prepared for emergency situations. This includes worker notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, audible fire alarms and adequate exit facilities.

3.4 Dormitory or Housing and Dining

Where relevant, dormitory or housing facilities shall be constructed and maintained in accordance with all applicable laws and regulations and they shall be clearly segregated from the factory and production area. All dormitory buildings and housing facilities shall be clean and safe and, subject to safety requirements, workers shall be able to freely enter and leave the dormitory buildings. There shall be clean toilet facilities, access to clean potable water and sanitary food preparation and storage facilities. All dormitory or housing facilities shall also provide workers with reasonable personal space, adequate facilities for eating, ventilation and clean showers and bathrooms.

4. ENVIRONMENT

As an integral part of the Sun International group's values and operations, the group expects Suppliers to share the same considerations of mitigating harmful impacts on the environment and climate. Preferably there shall be an environmentally trained person employed at or supporting the Supplier.

4.1 Environmental Permits and Reporting

Suppliers shall make sure that they obtain, keep current and follow the reporting guidelines of all the required environmental permits and registrations as specified by prevailing local environmental legislation. A register of relevant up to date certificates shall be made available to the Sun International group on request.

4.2 Environmental Management System ("EMS")

Suppliers are encouraged to implement an environmental management system such as or similar to ISO14001 throughout their organisation and, where applicable, shall document and implement their EMS. This is to ensure that processes that impact on the Supplier's environmental footprint are adequately monitored and managed by the Supplier's executive management.

4.3 Hazardous Materials and Product Safety

Suppliers shall identify hazardous materials, chemicals and substances and ensure their safe handling, movement, storage, recycling, reuse and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances shall be strictly followed. Suppliers shall comply with material restrictions and product safety requirements set by applicable laws and regulations and by the Sun International group. Suppliers shall ensure that key

employees are made aware of and trained in product safety practices. Without derogating from the generality of the foregoing, this will include the disposal of hazardous products.

Suppliers shall ensure that all products supplied to the Sun International group are fit for purpose, safe and not defective in any way whatsoever.

4.4 Waste Management, Pollution Prevention and Resource Reduction

Prior to discharge or disposal, Suppliers shall characterise and treat waste water, solid waste and air emissions appropriately and according to applicable laws and regulation. Suppliers shall implement and demonstrate sound measures to reduce or eliminate, to a relevant extent, solid waste, waste water and air emissions in their production areas and facilities. Recycling, re-using and substituting materials may be required. All Suppliers, which the Sun International group regards as key in this respect, shall work with the group to measure, report and set reduction targets for energy, water and material usage, as well as waste minimisation.

5. SUPPLY CHAIN AND HUMAN RIGHTS

5.1 Slavery and Human Trafficking

It is incumbent from a Sun International group perspective, that all Suppliers ensure that within their own sphere of influence and within their own supply chains they meet internationally accepted standards of human rights and working conditions. To this extent, Suppliers must, among others, take steps to verify, evaluate, address and report on risks of slavery and human trafficking in their supply chain and where appropriate comply with international laws, treaties, conventions, regulations and policies such as, inter alia, The Modern Slavery Act in the UK and elsewhere, as may be amended or replaced from time to time.

5.2 Conflict Resources

Conflict resources are natural resources extracted in a conflict or war zone and sold directly or indirectly to perpetuate the conflict. Suppliers are obliged to ensure that their sources of raw materials do not originate from any conflict or war zone and the Sun International group may require traceability reports where it believes, on reasonable grounds, that the Supplier has a direct influence over the extraction and manufacturing processes of these products supplied to the Sun International group. Where a Supplier does not have direct influence over the extraction or manufacturing process, necessary controls to prevent conflict resources from entering its supply chain needs to be demonstrated.

6. BUSINESS ETHICS

Sun International requires its Suppliers to commit to the highest standards of ethical conduct but in any event to not less than the standards set out in Sun International's Code of Ethics in force from time to time and which is available on <https://corporate.suninternational.com>

6.1 Integrity, Transparency and Fair Business

The Sun International group does not tolerate any form of bribery, corruption, extortion, embezzlement, money laundering, or fronting as envisaged in, inter alia, the Prevention of Organised Crime Act, No. 121 of 1998, as amended, the Prevention and Combatting of Corrupt Activities Act, No. 12 of 2004, as amended and the Broad Based Black Economic Empowerment

Act, No. 53 of 2003, as amended (“the BBBEE Act”). The Sun International group reserves the right to, in its sole discretion, call upon a Supplier to provide details regarding its shareholding, management, and related information in order to verify that the Supplier is not engaging in fronting practices or other practices that are designed to circumvent the BBBEE Act and South African dti Codes of Good Practice. The Supplier shall ensure that its sub-contractors or agents will not engage in any fronting practices.

Suppliers shall strictly follow all the applicable anti-bribery and corruption laws and regulation. Suppliers to the Sun International group are always expected to uphold standards to safeguard fair conduct of business, competition and not to obtain any undue advantages.

Suppliers shall keep proper and accurate records and ensure transparent and honest financial reporting. All information concerning financial status, performance and business activities shall be disclosed according to requirements of applicable laws, regulations and industry practices. A failure to adhere and uphold laws, regulations and sound business practices may result in the termination of a Supplier’s services to the Sun International group.

6.2 Protection of Intellectual Property and Information

Suppliers shall understand their role as custodians of customers’ information. Intellectual property rights shall be respected and there shall be no infringement of any third party intellectual property rights. The use of technology, information and know-how shall be conducted in a manner which does not endanger the intellectual property of the Sun International group, its clients and customers. Confidential information and personal information as defined in the Protection of Personal Information Act, No. 4 of 2013, shall be protected as per the legislated requirements in relation to storage and destruction. No such information shall be divulged to any third party without obtaining the appropriate approvals and authorisations from the Sun International group.

6.3 Conflicts of Interest

Suppliers are expected to disclose to Sun International any conflicts of interest (actual or perceived), which may include, but are not limited to: -

- Any individual including, inter alia, his or her family member or partner, associated with the Supplier and employed by the Sun International group or any of its subsidiaries; and
- Any individual including, inter alia, his or her family member or partner, associated with the Sun International group and employed by the Supplier or any of its subsidiaries.

6.4 Gifts and Entertainment

In accordance with the Sun International group’s Corporate Gifts and Entertainment Policy, the Sun International group does not permit any form of gifting or entertainment which could, or be perceived to be, improperly influencing or inducing those persons within the Sun International group to obtain some benefit as a result of the Supplier doing business with the Sun International group. Similarly, no employee from the Sun International group may improperly influence any Supplier through any form of gifting or entertainment for purposes of obtaining any benefit in the supply of goods or services to the Sun International group.

7. SUN INTERNATIONAL'S ASSETS AND REPUTATION

Suppliers shall safeguard the Sun International group's assets and protect the group's reputation and brand equity when their interaction with the Sun International group requires them to utilise the Sun International group's assets in order to fulfil the purpose of a particular transaction or interaction with any third party. Each Supplier shall have a responsible person in charge of asset safety. Each Supplier shall ensure that the information technology software employed and any supporting applications are well protected, causing no risk to the Sun International group or its clients and customers.

8. MANAGEMENT SYSTEMS AND COMMITMENT

Suppliers shall adopt or establish relevant management systems to ensure: -

- Compliance with applicable laws and regulations;
- Conformance with this Supplier Code of Conduct; and
- Facilitation of continuous improvement regarding responsibility and sustainability.

9. COMPANY STATEMENT AND COMMITMENT TO CONTINUOUS IMPROVEMENTS

Suppliers' senior and executive management shall understand and respect the importance of social and environmental responsibility and business ethics and commit to improving these areas together with the relevant member companies of the Sun International group.

9.1 Management Accountability and Responsibility

There shall be an identified manager in charge of corporate responsibility. This person shall actively, transparently and collaboratively communicate with the Sun International group's representatives.

9.2 Legal and Customer Requirements

Suppliers shall identify, monitor and understand applicable laws, regulations and customer requirements regarding corporate responsibility. Adequate documentation and records to evidence regulatory compliance, BBBEE credentials and licences to operate shall be in place and shall be provided to the Sun International group on request.

9.3 Grievances, Complaints and Whistle-Blowing

Suppliers shall establish and maintain an anonymous complaint mechanism. Procedures and safeguards shall be implemented to ensure the protection of the identify of whistle-blowers (as per the whistle-blowing guidelines which can be found on Sun International's website at <http://corporate.suninternational.com>), the confidentiality of disclosures made and the elimination of any retaliatory actions which may take place as a result of whistle-blowing made in good faith.

Should a Supplier be confronted with, exposed to, or become aware of incidences of fraud or corruption by any employee of the Sun International group as a result of its business relationship with the group, the Supplier is encouraged to report such incidence to the Sun International

group's whistle-blowing hotline (0800 637 638), or at the following e-mail address Ethicsoffice@suninternational.com

10. TRAINING AND COMMUNICATION

Suppliers shall develop training programs for their managers and workers regarding corporate responsibility. In addition to training, there shall be a process for clear communication to workers concerning the Supplier's responsibility policies, practices and performance.

11. AUDITS AND ASSESSMENTS

Sun International may, at its own expense, use its own audit process and / or external auditors, to assess compliance with any of the issues listed in this Suppliers Code of Conduct. Sun International may also ask for periodic self-assessments. There shall be a process for correction of responsibility deficiencies identified in audits, assessments and inspections.

12. DISPUTES

All disputes which may arise between any member company of the Sun International group and its Suppliers, whether in connection with this Supplier Code of Conduct or otherwise, shall be addressed and finally resolved in accordance with the provisions of the underlying commercial agreement concluded or to be concluded between the parties.

13. CONCLUSION

Sun International will require that all of its Suppliers adhere to the Sun International group's policies as outlined within this policy and commit to promotion and protecting (as far as possible) the human rights of everyone who works for the Sun International group and all those who have dealings with it. Where it is found that a Supplier does not comply with Sun International's Code of Conduct, or upon discovery of material and non-justifiable non-compliance and it fails to commit to a plan of action to remedy the same, the Sun International group may elect to discontinue its relationship with the Supplier.

Any questions related to this Code of Conduct can be addressed to the relevant procurement officer or the operation that the Supplier is dealing with directly. Alternatively questions can be addressed to the Sun International Ethics Office at ethicsoffice@suninternational.com