

# **ERNIE ELS WINES**

## **Terms and Conditions**

### **Acceptance of Terms**

The Supplier permits the use of this Website subject to these terms and conditions ("the Terms and Conditions"). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions. Your use of any Services offered by us will also be subject to applicable provisions of the Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, the Terms and Conditions as contained herein will prevail.

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The Supplier will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, The Supplier also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. The Supplier does not accept any responsibility for any errors or omissions on this Website.

### **Linked Third-Party Website and Third-Party Content**

This Website may contain links or references to other websites outside of our control, including those of advertisers. These Terms and Conditions do not apply to those websites and The Supplier is not responsible for the practices and/or privacy policies of those sites or the cookies those sites use. In addition, because The Supplier has no control over such external sites and resources, you acknowledge and agree that The Supplier is not responsible for ensuring the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Your use of such other websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such other websites or your reliance on any information contained on those websites.

### **Permission for Hyperlinks, Deep Linking, Crawlers and Metatags**

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before receiving the prior written approval of an authorised representative of The Supplier, which may be withheld or granted subject to such conditions The Supplier may specify from time to time. Furthermore, this Website or any part hereof may not be "framed" or "deep linked" in any way whatsoever. This Website may from time to time contain message boards which allow users to comment on their experience at The Supplier. At times those comments may contain references to matters not related to The Supplier. Those references do not necessarily represent the views of The Supplier.

### **Limitation of Liability**

The Supplier shall in no way be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance

upon, any material or content contained in the website or any linked website, or any inability to use the website, or any unlawful activity on the website caused beyond the reasonable control of The Supplier.

You hereby indemnify The Supplier against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website or the receipt by you of an electronic mail from the supplier or one that purports to emanate from The Supplier, unless the loss, claim or damage arises as a result of the gross negligence of The Supplier.

### **Changes to these Terms and Conditions**

The Supplier reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

### **Termination**

The Supplier may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that The Supplier will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

### **Governing Law**

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

## **Online Store Terms and Conditions**

### **Delivery Policy**

During the purchase process, The Supplier will determine your delivery options based on your delivery address and postal code. For South African orders, irrespective of whether you select door to door delivery, or door to counter delivery, The Supplier will deliver within 10 – 14 working days, depending on where you live.

### **Late Delivery**

The Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") entitles you to cancel your purchase with 7 days' notice if the products you have purchased are not delivered within the agreed delivery period as specified in The Supplier Terms and Conditions. The product(s) in question must be returned to The Supplier in their original state, including all labels. Any such cancellation must be done by e-mail to [orders@ernieelswines.com](mailto:orders@ernieelswines.com). The Supplier will then refund you within 30 days after date of such notification.

### **Stock shortages**

Should a product you have ordered be:

temporarily unavailable - The Supplier will notify you thereof as well as the anticipated delay in delivery and, unless you agree to wait for such longer period for delivery, you have the option to accept delivery of another product instead.

permanently unavailable - The Supplier will notify you and, unless you agree to accept another product instead, The Supplier will issue a refund in respect of that product to you.

### **Non-defective products (your right to return due to cooling-off right)**

Save for certain exceptional cases (including purchases of made-to-order products, products likely to deteriorate, foodstuff, beverages, goods for everyday consumption, goods that the price depends on fluctuation, unsealed audio or video recordings,

newspapers, magazines, books and periodicals), you are entitled to return any purchase concluded by The Supplier within 7 calendar days of the product(s) being delivered. In order to obtain a purchase price refund, the product(s) being returned must be sent back to The Supplier in accordance with the return procedure set out below.

Consequently, if upon receiving your purchase, you are not satisfied with your choice of product(s) and wish to return it for a refund as aforesaid, please retain the product(s)' original packaging and do not use the product.

If the incorrect product is delivered to you by mistake (i.e. it is not the product you purchased), please do not remove the product from its original packaging or try the product on at all. Please promptly contact The Supplier to notify The Supplier thereof, so that we can resolve the mistake by arranging to collect such product from you and deliver the correct product to you as quickly as possible.

### **Returns or Defective Goods**

The Supplier guarantees the quality of all products supplied, and your satisfaction is our foremost priority.

If for any reason you are dissatisfied with your order regarding the quantity of the delivery, please contact us in writing within 14 days of delivery of your order. You will be deemed to have accepted the order should you not contact us within the 14-day period.

If the goods are however defective within 6 months after delivery and/or the best before date (whichever occurs first) please contact us and return the items at your cost. If after inspection the product is subsequently found to indeed be defective, you are entitled to either –

(a) be fully refunded, or (b) have the product replaced at our expense.

If we find that the items were faulty in any respect when delivered to you, we will also refund the cost of delivery within 30 days. If the product is found not to be defective, you will not be entitled to any replacement or refund but will instead be liable for the costs incurred in having such product redelivered to you.

### **Return procedure to be followed:**

Contact The Supplier by e-mail at [orders@ernieelswines.com](mailto:orders@ernieelswines.com) and specify the following: the reason for the return; the date the product(s) was bought and the date the product(s) was delivered including a reference number or proof of purchase; the banking details for the refund (if applicable).

Please do not return the product without the written approval of The Supplier. The supplier will give you instructions of how the product(s) must be returned.

## Online Competitions and Giveaways

Our competitions and giveaways are run on our social media platforms and/or on the website. Our competitions and giveaways are run by The Supplier and are in no way sponsored, endorsed or administered by the Social Media Platforms themselves (unless otherwise stated).

You understand that you are providing your information to The Supplier and whichever third party may be involved in the particular competition or giveaway and not to the Social Media Platforms themselves. The information you provide will only be used by The Supplier and whichever third party may be involved in the particular competition or giveaway.

Each competition or giveaway will have its own set of Terms and Conditions.

Please see below minimum requirements for promotional competitions which may be edited depending on the specific Competition (or Giveaway) being run.

### TERMS AND CONDITIONS:

1. These terms and conditions apply to “\_\_\_\_\_” Competition.
2. Please read these terms and conditions carefully and by participating in this Competition, all participants irrevocably agree to be bound by these terms and conditions, which will be solely interpreted by Ernie Els Wines.
3. Ernie Els Wines may amend these terms and conditions at any time during the Competition, by posting such amendments on their Facebook Account / \_\_\_\_\_.
4. The Competition runs from \_\_\_\_\_ until \_\_\_\_\_.

5. The Competition may be terminated or extended at any time by Ernie Els Wines. In the event of such termination, all participants agree to waive (give up) any rights they may have in terms of this Competition and acknowledge that they have no recourse of any kind against Ernie Els Wines, its promotional agents, unless the circumstances leading to such termination were within our reasonable control.
6. To enter the Competition you must live in South Africa (being a resident or a citizen). Directors and/or Members and/or Agents and/or Promoters and/or Consultants to Promoters and/or Employees and/or Contractors and/or Family members of any of the aforementioned are not eligible to enter or claim the prize.
7. No prize will be awarded to any person to whom such prize may not be legally awarded including, but not limited to minors under the age of 18 years.
8. To enter the Competition, entrants must \_\_\_\_\_ (example: buy goods and submit your proof of payment with your name, surname and contact number on the back thereof at reception / e-mail to \_\_\_\_\_)
9. Only one person will win the Prize, being a \_\_\_\_\_.
10. The winner will be determined via a random draw on \_\_\_\_\_(date), subsequent to taking into account all valid entries.
11. The winner will be contacted via \_\_\_\_\_. The judge(s)' decision is final and no correspondence will be entered into.
12. If the winner cannot be contacted within 10 days, the prize will be forfeited.
13. The winner agrees to supply a valid identification document (SA ID or passport), proof of address, congratulatory post, and any other validation procedure determined by Ernie Els Wines, in order to claim the prize.
14. The winner agrees to have his/her photo taken, which may be used together with their full names by for advertising and promotional purposes, subsequent to receiving the winner's consent, which consent will not be unreasonably withheld.
15. The prize is not transferable neither can it be exchanged for cash.
16. Ernie Els Wines external auditors will oversee the competition.
17. Any violation, attempt and/or suspicion to violate any of these rules will result in the immediate disqualification on the participant.
18. Entrants indemnify Ernie Els Wines or their respective affiliates for any loss or damage that it or its respective affiliates may suffer because of the Entrant's breach of these terms and conditions. Consequently, the Entrants agree to compensate Ernie Els Wines or their respective affiliates for any loss or damage it suffered (including consequential damages and/or legal expenses incurred) because of the Entrant's breach of these terms and conditions. The Entrants also agree to hold Ernie Els Wines or their respective affiliates

harmless for any claim made against it or their respective affiliates by third parties due to the Entrant's breach of these terms and conditions.

19. The prize may not be awarded if entry procedures or these terms and conditions have not been adhered to or if Ernie Els Wines detects and/or suspects any irregularities or fraudulent practices.
20. All participants' indemnify Ernie Els Wines and any other company associated with the competition and its advertising agencies against any and all claims howsoever from their participation in this competition, unless the circumstances leading to such claim were within Ernie Els Wines or its advertising agent's reasonable control.
21. All participants further indemnify Ernie Els Wines from any claim should this Competition be called off or extended for any reason whatsoever, unless the cancellation of the Competition has regard to any circumstances within Ernie Els Wines or its promotional agent(s)' reasonable control. Consequently, all participants agree to waive any rights they may have in terms of this Competition and acknowledge that they have no recourse against Ernie Els Wines or any of its promotional agents.
22. The winner will be required to sign a detailed indemnity document prior to redeeming or delivery of a prize.
23. If required, as a result of a change in legislation by the Minister of Trade and Industry or if the Competition is declared unlawful, Ernie Els Wines reserves the right to terminate this competition immediately and without notice. In the event of such termination, all participants agree to waive any rights they may have accrued in terms of this Competition and acknowledge that they have no recourse against Ernie Els Wines or its promotional agent(s), unless the unlawfulness of the Competition has regard to any circumstances within Ernie Els Wines or its promotional agents reasonable control.
24. At the end of the competition all of Ernie Els Wines obligations with regard to the Competition as well as with regard to the prize shall cease to exist.
25. These terms and conditions are severable and are governed by the laws of the Republic of South Africa.