

BLACK ELEPHANT VINTNERS PLATFORM AND WINE CLUB TERMS AND CONDITIONS

BY USING AND/OR ACCESSING OUR PLATFORMS, YOU AGREE TO BE BOUND BY OUR TERMS.

1 ABOUT OUR TERMS AND CONDITIONS

- 1.1 These terms and conditions together with our [Privacy Policy](#) (the "**Terms**") will form a written contract between you and Black Elephant Vintners Proprietary Limited ("**Black Elephant Vintners**", "**we**", "**us**" and "**our**") and will govern our relationship.
- 1.2 When we refer to "**Platforms**" in our Terms, we mean all our websites, mobile sites, mobile apps, emails, social media platforms or any other technology or mechanism you may use to interact with us.

2 AVAILABILITY

- 2.1 While we endeavour to ensure that our Platforms are normally available 24 hours a day, we shall not be liable if, for any reason, our Platforms are unavailable at any time or for any period.
- 2.2 Access to our Platforms may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
- 2.3 We reserve the right to modify or discontinue the Platforms or any features, at any time without notice to you.

3 REGISTRATION FOR THE REBELS OF THE VINE WINE CLUB

- 3.1 In order to become a member of the Rebels of the Vine wine club ("**Member**"), you must:
- 3.1.1 be 18 years old or older;
- 3.1.2 register by signing-up online through our Platforms.
- 3.2 By completing the registration process, you agree and accept to be bound by the Terms and any additional terms or amendments to the Terms that we may

implement from time to time. If you do not agree to be bound by the Terms you should not participate in the Rebels of the Vine wine club. We reserve the right to exclude any Member from the Rebels of the Vine wine club should he/she not comply with of our Terms.

3.3 You will select a login and password ("**User ID's**") to access your account. Your User ID's is personal to you. You –

3.3.1 must keep your User ID's confidential and not disclose it to any third party;

3.3.2 must inform us promptly if a third party gains access to your User ID's;

3.3.3 are responsible for all payments, use of, or activity on our Platforms or Services under your User ID's;

3.3.4 **are liable for any damage, loss or costs sustained by you, us or by any third party howsoever arising as a result of any actions by you or any third party using your User ID's.**

4 **REWARDS AND BENEFITS OF THE REBELS OF THE VINE WINE CLUB**

4.1 Members will have access to exclusive online offers and discounts on selected products sold by us or our affiliates or partners, as set out on our Platforms from time to time.

4.2 The Rebels of the Vine offers and rewards will only be available online through our Platforms.

4.3 The offers and discounts Members qualify for depend on a Member's wine club status. Your status will be determined by the amount you spent. The current spending tiers are:

Status	Spent per annum*	Member Discount*
Rebel	R2,000 to R5,000	5%
Rebel without a cause	R5,001 to R10,000	10%
Ultimate Rebel	More than R10,000	15%
Natural born Rebel	By invitation only	20%

- 4.4 Unless otherwise indicated by us, Member discounts will not apply to products that are already marked down or on promotion, unless otherwise communicated by us.
- 4.5 Your spent allocation will be reversed in respect of returned goods, where refunds were processed, in such a case your wine club status may be down-graded.
- 4.6 Offers and discounts are not redeemable in cash.
- 4.7 **We reserve the right to alter or amend the terms and conditions of the Black Elephant Vintners Wine club or to terminate the Black Elephant Vintners Wine club, or any membership, at any time without notice.**

5 RETURNS

- 5.1 **We do not allow any returns or provide any refunds on wines.**
- 5.2 You may be entitled to certain cooling-off rights. In other words, certain products on our Platforms (such as clothing) may be return within seven days of receipt of the goods for a full refund. In such an event you will be liable for the costs of returning the goods to us. **Please note that cooling-off rights does not apply to beverages (like our wine) or other goods intended for everyday consumption, where no returns or refunds will be allowed.**

6 COMMUNICATIONS

- 6.1 You agree that we may use your details for future communications via telephone, email and/or direct messaging. All personal information will be recorded, used and protected by us in accordance with current data protection legislation and our [Privacy Policy](#).
- 6.2 Members will receive details of special offers, competitions and related information from us and our affiliates or partners.
- 6.3 You may notify us in writing that you do not wish to receive or continue to receive such communications. This can be done by unsubscribing from any marketing received from our Platforms or by notifying us via email at rebels@bevintners.co.za

7 **THIRD PARTY CONTENT**

7.1 Our Platforms may include, from time to time, content and/or advertisements from third parties and/or external links to other websites possessing their own content or any other third party content ("**Third Party Content**").

7.2 You acknowledge that the Third Party Content -

7.2.1 is beyond our control and that any reliance on any representation, statement or information contained in Third Party Content is at your risk;

7.2.2 cannot be verified by us, and that we cannot be expected to determine its accuracy or reasonableness; and

7.2.3 may contain representations, statements or information which does not represent the views, opinions or beliefs of us, our associates, directors, employees or affiliates.

8 **THIRD PARTY GOODS, SOFTWARE AND SERVICES**

8.1 We may offer services or products of third parties, or our services or products in conjunction with that of third parties.

8.2 We provide such services or products subject to the terms, conditions and limitations imposed by those third parties.

8.3 If those third parties change, suspend or stop providing such services or products, we may similarly change, suspend or stop providing it to you. We may nevertheless endeavour to provide such a service or products in another way or by using another supplier or service provider.

8.4 When you acquire services or products from a third party through any of our Platforms, you understand and agree that -

8.4.1 we are not a party to the contract between you and the third party;

- 8.4.2 we are under no obligation to monitor the third party service used by you;
- 8.4.3 the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. We will not be liable to you for any reason under the contract with the third party;
- 8.4.4 you will evaluate the product or service and the applicable terms and conditions before acquiring the product or service.

9 **DISPUTES**

- 9.1 Complaints must be submitted to us and will be dealt with by us in accordance with the provisions of this clause.
- 9.2 Any payment default by you arising from, or in connection with, any product or service rendered or provided by us, will be excluded from the provisions of this clause, and we will be entitled to proceed to institute legal action against you.
- 9.3 Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any relevant authority, court or other dispute resolution body or refer the matter to Arbitration as contemplated in clause 9.8 below.
- 9.4 Please direct all complaints to rebels@bevintners.co.za Your complaint should include the following:
 - 9.4.1 your name and surname;
 - 9.4.2 your ID number;
 - 9.4.3 the date on which the complaint arose; and
 - 9.4.4 a brief description of what gave rise to the complaint.
- 9.5 In the event of a billing complaint you should also include the following:
 - 9.5.1 a copy of the bill concerned or the particulars thereof;
 - 9.5.2 the reason for the dispute;

- 9.5.3 the amount in dispute; and
- 9.5.4 supporting information or documentation, if any.
- 9.6 We will formally respond proposing a resolution of your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we reasonably require under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 9.7 You may approach any other relevant authority, court or dispute resolution body or refer the matter to Arbitration as set out in clause 9.8 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by us.
- 9.8 Any dispute between us may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**Arbitration**"). Such arbitration shall be held either in Cape and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
- 9.9 The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 9.10 The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction in South Africa to obtain interim or other relief in cases of urgency.

10 **SECURITY AND PRIVACY**

- 10.1 We will be entitled, subject to applicable laws, to take whatever action we may deem necessary and reasonable to preserve the security and reliability of our Platforms or data thereon.

- 10.2 We take reasonable steps to secure your payment information. We use a payment system that is in our reasonable opinion sufficiently secure with reference to accepted technological standards and the type of the transaction concerned.
- 10.3 We will deal with your personal information in accordance with the provisions of our [Privacy Policy](#).

11 **DISCLAIMER AND LIMITED LIABILITY**

- 11.1 **You use our Platforms and products at your own risk.**
- 11.2 **Our Platforms are supplied on an "as is" basis and have not been compiled or supplied to meet any user's individual requirements. It is your sole responsibility to satisfy yourself prior to entering into this agreement with us that the products and services available on or through our Platforms will meet your individual requirements.**
- 11.3 **Save to the extent otherwise provided for in these Terms or where you are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of the Platforms or products.**
- 11.4 **Without limiting the generality of the above provisions, we shall not be liable for and you will have no claim of whatsoever nature against us as a result of –**
- 11.4.1 **the loss of or access to your User ID which you are required to safeguard;**
 - 11.4.2 **any unavailability of, faults or interruption in the Platforms;**
 - 11.4.3 **any unavailability of products;**
 - 11.4.4 **any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the Platforms for any reason whatsoever.**

12 **AMENDMENTS**

We may amend the Terms from time to time. Any new version of the Terms will be published on our Platforms and will become effective from the date that we first published it. It is your obligation to visit our Platforms on a regular basis in order to determine whether any amendments have been made. By continuing to use our Platforms after we published changes to the Terms, you agree to be bound by the changed Terms.

13 **GENERAL TERMS**

- 13.1 These Terms are the sole record of the agreement between you and us, with neither party being bound by any express, tacit or implied representation or warranty not recorded in these Terms.
- 13.2 No agreement shall be concluded or amendment to these Terms effected merely by you sending a data message to our Platforms.
- 13.3 We may cede, transfer or assign our rights and obligations under the Terms to a third party without your consent.
- 13.4 You may not cede, transfer or assign your rights or obligations under the Terms to a third party without our written consent.
- 13.5 The Terms are governed by and interpreted in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law, with you irrevocably consenting to the exclusive jurisdiction of the courts of the Republic of South Africa, including the Magistrates Court, in respect of all proceedings arising out of or pursuant to the Terms.
- 13.6 You agree that we may (but are not obliged to) intercept or monitor all communications sent or posted by you to our Platforms or our employees. You agree that the consent provided herein by you satisfies any "writing" requirement prescribed in law.

14 **MORE ABOUT US**

14.1 Black Elephant Vintners Proprietary Limited (registration number 2008/009375/07) is a company registered in the Republic of South Africa.

14.2 A list of officer bearers can be requested from rebels@bevintners.co.za

14.3 You can contact us in the following ways:

14.3.1 by sending an email at rebels@bevintners.co.za

14.3.2 by phoning us on 021 897 62903;

14.3.3 or by registered post to: 40A Uitkyk Street, Franschoek, 7690 or PO Box 686, Franschoek, 7690.