

DELUSH WINES TERMS AND CONDITIONS

1. Introduction

- 1.1. This website (“**The Website**”) is owned and operated by Orange River Cellars Co-Operative Limited with registration number 1966/000002/24 (“**Orange River**”, “**we**”, “**us**” and “**our**”) and its affiliates. The use of the Website, the entering of competitions as well as the advertisement of wine and wine related produces (“**Goods**”) is governed by the terms and conditions set out herein, as well as the additional terms and conditions applicable to competitions from time to time (“**the Terms and Conditions**”). By using the Website, you warrant that you are 18 (eighteen) years of age or older, alternatively that you are supervised by a parent or legal guardian in using the Website, and that you have read and agreed to be bound by these Terms and Conditions.
- 1.2. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”).
- 1.3. “**ARA**” shall mean the Industry Association for Responsible Alcohol Use (and their website is located at www.ara.co.za).
- 1.4. The Website enables you to:
 - 1.4.1. browse the content on the Website; and
 - 1.4.2. to enter the competitions as presented on the Website from time to time (which shall be read with the terms and conditions applicable to the relevant competition at the time).
- 1.5. Orange River permits the use of this Website subject to 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.
- 1.6. For purposes hereof “person” shall mean any corporation, company, partnership, other entity or individual, without limitation.

2. Use Of The Website Content

- 2.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Orange River, its advertisers and/or sponsors and/or is licensed to Orange River. Any use, distribution, modification or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
- 2.2. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Orange River representative.
- 2.3. You may not use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 2.4. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Orange River representative.
- 2.5. We may offer users of this Website the opportunity to leave reviews for Goods on this Website from time to time and reserve the right to remove any inappropriate content, as determined by us in our sole discretion. We do not assume any liability for, or endorse, any reviews submitted by users. If you feel a review contains inappropriate content, please contact us.

- 2.6. Any views or statements made or expressed on the Website are not necessarily the views of Orange River, its directors, employees and/or agents.

3. Important Notice

- 3.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”). These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –
 - 3.1.1. may limit the risk or liability of Orange River or a third party; and/or
 - 3.1.2. may create risk or liability for the user; and/or
 - 3.1.3. may compel the user to indemnify Orange River or any other person; and/or
 - 3.1.4. serves as an acknowledgement, by the user, of a fact.
- 3.2. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Orange River in terms of the CPA.

4. Liquor

- 4.1. The Website is currently not a medium for you to order and purchase any Goods online.
- 4.2. Orange River markets Goods through the Website under the appropriate liquor licenses.
- 4.3. It is an offence in terms of South African liquor legislation:
 - 4.3.1. for any person under the age of 18 years to purchase, or attempt to purchase, liquor and/or to present false evidence of his/her age in order to access liquor; and/or
 - 4.3.2. to purchase liquor for or on behalf of any person under the age of 18 years.
- 4.4. Although we currently do not sell Goods through the Website, Orange River is nevertheless committed to comply with all applicable liquor legislation and therefore will only:
 - 4.4.1. sell liquor to you if you are of or above the age of 18 years; and
 - 4.4.2. deliver liquor to the address chosen by you if the liquor is received at such address by a person of or above the age of 18 years.
- 4.5. Although we currently do not sell Goods through the Website, Orange River has implemented a number of precautions to ensure that it does not sell, supply and/or deliver liquor to persons under the age of 18 years. These precautions include without limitation:
 - 4.5.1. indicating on the relevant liquor product page on the Website that such Goods are not for sale to persons under the age of 18 years;
 - 4.5.2. verifying your age by requesting you to enter your date of birth before entering into the Website.
- 4.6. By using the Website, you hereby acknowledge and agree to these Terms and Conditions, and agree to provide Orange River with truthful and accurate information and to comply with the applicable liquor legislation.

5. Changes to These Terms and Conditions

Orange River may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not in any way use the Website. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

6. Electronic Communications

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions or partners

electronically in accordance with our [Privacy Policy](#). The [Privacy Policy](#) is incorporated by reference (which means that it forms part of these Terms and Conditions).

7. Disclaimer

- 7.1. The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website. Whilst Orange River takes reasonable measures to ensure that the content of the Website is accurate and complete, Orange River makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. Orange River further does not warrant that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of Orange River, its employees, agents or authorised representatives.
- 7.2. If any such representations or warranties are made by Orange River's representatives, Orange River shall not be bound thereby.
- 7.3. Orange River disclaims all liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
- 7.4. Any views or statements made or expressed on the Website are not necessarily the views of Orange River, its directors, employees and/or agents.
- 7.5. Orange River shall not be bound by any incorrect information regarding our Goods displayed on any Third Party Websites.

8. ARA

We do not encourage irresponsible drinking. Although we cannot screen and verify the specific details of each person using our Website, it is our intention to responsibly market our products only to adult consumers who are not at risk and have chosen to consume alcohol beverages. It is our intention and commitment to comply with all guidelines and commercial codes of conduct as presented by ARA that pertains to the advertisement of alcohol beverages.

9. Linking to Third Party Websites

This Website may contain links or references to other websites ("**Third Party Websites**"), which are outside of our control, including those of advertisers. The inclusion of such links does not imply Orange River's endorsement of the websites or the services and/or products offered on such websites. These Terms and Conditions do not apply to those Third Party Websites and Orange River is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party 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 Third Party Websites or your reliance on any information contained thereon.

10. Limitation of Liability

- 10.1. Orange River cannot be held liable for any inaccurate information published on the Website, save where such liability arises from the gross negligence or willful misconduct of Orange River, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to koos@owk.co.za.
- 10.2. Orange River shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Website or the content contained in the Website; or your inability to use the Website, and/or unlawful activity on the Website and/or any linked Third Party Websites. You hereby indemnify Orange River 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 and/or any linked Third Party Websites.

11. Availability and Termination

- 11.1. Orange River may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Orange River will not be liable to you in any manner in the event that it chooses to suspend, modify or terminate this Website.
- 11.2. If you fail to comply with your obligations under these Terms and Conditions, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you. Orange River is further entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion intended by Orange River to be used once-off by you, to blacklist you on its database.

12. Governing Law and Jurisdiction

- 12.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website 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 these Terms and Conditions.
- 12.2. In the event of any dispute arising between you and Orange River, you hereby consent to the non-exclusive jurisdiction of the relevant Magistrate Court in the Western Cape (as nominated by Orange River) notwithstanding that the quantum in the action or proceedings may otherwise fall below or above the monetary jurisdiction of that court.

13. Notices

- 13.1. Orange River hereby selects 158 Schroder Street Middelpos Upington, 8801, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Orange River may change this address from time to time by updating these Terms and Conditions.
- 13.2. The address provided by you through the Website (if applicable) shall serve as your specified legal address for receiving notices in terms hereof, but you may change it to any other physical address by giving Orange River not less than 7 (seven) days' notice in writing. Alternatively, if you do not give any notice we shall use your e-mail address provided on the Website and also post any notices through our Website.

- 13.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –
- 13.3.1. by hand will be deemed to have been received on the date of delivery;
 - 13.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 - 13.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
 - 13.3.4. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All e-mail communications between you and us must make use of the "read receipt" function to serve as proof that an e-mail has been received.

14. Information

- 14.1. For the purposes of the Electronic Communications and Transactions Act 2002 ("ECT Act"), Orange River's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:
- 14.1.1. Full name: Orange River Cellars Co-Operative Limited with registration number 1966/000002/24;
 - 14.1.2. Main business: the production, marketing, distribution and sale of wine and wine related products (however not currently through the online medium of the Website);
 - 14.1.3. Physical address for receipt of legal service (also postal and street address): 158 Schroder Street Middelpos Upington, 8801 (marked for attention: Koos Visser);
 - 14.1.4. Office bearers: Koos Visser;
 - 14.1.5. Phone number: (054) 337 8800;
 - 14.1.6. Official email address: koos@owk.co.za.

15. General Provisions Relating to Competitions

- 15.1. Orange River shall run competitions on the Website from time to time, which shall be promoted and advertised on the Website ("the Competitions"). The Competitions are open to South African residents only, aged 18 (eighteen) and over, except employees of Orange River, their families, agents or any person professionally connected with Orange River.
- 15.2. Only one entry to the Competition per participant shall be accepted and Orange River reserves the right to refuse entries from any corrupt participant. Orange River shall not accept responsibility for incorrectly completed, lost or delayed entries.
- 15.3. Winners of the Competitions may be requested to take part in promotor's publicity campaigns or to allow their names to be used for promotional purposes. Winners are, however, entitled to decline such request.
- 15.4. The Competitions shall only run for the specific Competition Period (to be confirmed) and any entries received after the closing of the Competition Period shall not be considered.
- 15.5. No prize receivable from the Competition is transferrable, re-saleable or exchangeable, nor are there any cash alternatives. Prizes are subject to availability and Orange River reserves the right to offer alternative prizes of equal or greater value. Orange River does not accept responsibility for inaccurate prize details supplied to any participant by any third party connected with the Competition.
- 15.6. Orange River reserves the right to request valid proof of identification from the winner(s) of the Competitions prior to collection or upon delivery of the prize. Orange River does not take responsibility for the inability of a winner to receive the specific prize.

- 15.7. The decisions of any matter related to the Competitions are final and binding, and Orange River shall not enter into any discussions in relation thereto.
- 15.8. Orange River reserves the right to disqualify a winner if he / she does not answer and / or respond to any telephone call as indicated above and randomly select a replacement winner from the Competition entries.
- 15.9. By entering the Competition in accordance with its terms, you are entering a promotional competition for the purposes of the Consumer Protection Act, 2008 ("CPA") and the promotional competition will be conducted in accordance with the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoter / sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be required in order to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery (iii) providing proof of till slip of purchase.
- 15.10. In addition to these Terms and Conditions set out herein, Competition specific terms and conditions shall be available from time to time on the opening date of a specific Competition to confirm, *inter alia*:
 - 15.10.1. how to take part in the specific Competition;
 - 15.10.2. who qualifies as participants for the specific Competition;
 - 15.10.3. the Competition opening and closing dates ("Competition Period");
 - 15.10.4. how and when the winners will be chosen and announced; and
 - 15.10.5. details of the prize, delivery or collection of the prize.
- 15.11. As a winner of the Competition, you release Orange River and its affiliates, partners and employees from any and all liability, claims, demands and cause of action for personal injury and/or damage, theft or loss suffered in connection with the Competition or the use or acceptance of a prize or any portion thereof, save where the aforesaid is due to the gross negligence of Orange River, its affiliates, partners or employees. All participants enter into the Competitions entirely at their own risk
- 15.12. By entering into the Competitions, the participants acknowledge that they have been given sufficient opportunity to consider the Terms and Conditions and the participants will be deemed to have accepted and be bound by the Terms and Conditions as set out herein as well as the specific terms and conditions applicable to the particular Competition from time to time. Orange River reserves the right to review and revise any terms and conditions applicable to the Competitions without giving prior notice. By continuing to take part in the Competitions subsequent to any such revision, the participants shall be deemed to have agreed to any such new or amended terms.

16. General

- 16.1. We place great value on customer satisfaction. Questions, complaints or comments should be sent by email to koos@owk.co.za.
- 16.2. We will attempt to address your concerns as soon as reasonably possible and will contact you on receipt of any relevant enquiry or complaint. In the event of a complaint, it will help us if you can describe the object of your complaint as accurately as possible. Should you not have received any reaction from us within five business days, please make further enquiries. In rare cases, your e-mails may have been caught up in our spam filters or not reached us, or correspondence that we send to you may otherwise not have reached you.

- 16.3. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 16.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 16.5. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 16.6. These Terms and Conditions contain the whole agreement between you and Orange River and no other warranty or undertaking is valid between the parties, unless contained herein.