

## TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS APPLY TO ALL OUR PLATFORMS. BY USING AND/OR ACCESSING AND/OR DOWNLOADING ANY OF OUR PLATFORMS, YOU AGREE TO BE BOUND BY OUR TERMS. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU SHOULD NOT USE, ACCESS OR DOWNLOAD OUR PLATFORMS.

### 1. ABOUT OUR TERMS

- These terms and conditions together with our Privacy Policy (collectively, our “Terms”) will form a written contract between you and Vino Ventures (Pty) Ltd (“us”, “we”, “our”) and will govern our relationship and your use of our Platforms.
- 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.
- We may amend our Terms from time to time. Any new version of our 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 our Terms, you agree to be bound by the amended Terms.

### 2. YOUR LOGIN DETAILS

- Some of our Platforms may require you to login, subscribe or register an account. In some instances, we may allow you to login, subscribe or register an account by allowing us to access your profile on a social media platform, such as Facebook.
- Your username, password or other login information (“User ID”) will entitle you to access our Platforms, subject to you complying with our Terms.
- Your User ID is personal to you. You
  - should keep your User ID confidential and not disclose it to any third party;
  - should inform us promptly if a third party gains access to your User ID;
  - are responsible for all payments, use of, or activity on our Platforms under your User ID;
  - will not do multiple logins (log-in at any one point in time more than once using the same User ID) or create false accounts;
  - will not circumvent our User ID authentication procedures or systems;
  - 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.

### 3. CONTENT ON OUR PLATFORMS AND INTELLECTUAL PROPERTY RIGHTS

- “Content” refers to any information, data, files, text, software, music, sound, photographs, graphics, images, video, messages, comments, hyperlinks or tags and

other material appearing on our Platforms and all applicable Intellectual Property Rights associated therewith.

- “Intellectual Property Rights” means any and all rights, title and interest (whether registered or not) in any intellectual property, including but not limited to, copyright, patents, trade marks, trade names, logos, service marks, designs, design rights, or any other similar intellectual property right, as may exist anywhere in the world and any applications for registration of such rights.

#### OUR CONTENT

- We own all Intellectual Property Rights or are entitled to use all of the Content made available on our Platforms.
- You may not, unless with our express consent
  - reproduce, publish, perform, broadcast, make an adaptation of, sell, lease, offer, expose or otherwise transfer or use for commercial purposes any of our Content;
  - incorporate our Content into any other content for whatever purpose;
  - remove any legal notices (copyright, trademark or other proprietary rights notices) in or on our Content; or
  - frame any portion of a web page that is part of our Platforms.
- You may retrieve, store, cite or refer to or print Content from any of our Platforms for educational, research, non-commercial, private or personal use only, as provided for under South African copyright law.

#### YOUR CONTENT

- We may provide Platforms that enables you to upload, store, view and share your Content.
- We may impose restrictions from time to time on the amount of photo or video image files that you are entitled to upload.
- You will retain ownership of any original Content which you may upload, transmit or store when using our Platforms.
- We will own all compilations, collective works or derivative works created by us which may incorporate your Content.
- You grant us an irrevocable, perpetual, worldwide and royalty-free right and license to use, publicly display, publish, publicly perform, reproduce, distribute, broadcast, adapt, modify and promote on any medium, your Content which you may upload or make available for inclusion on publicly accessible areas on our Platforms.
- You agree to adhere to our User Rules below when posting or transmitting any Content or material to our Platforms.
- Any Content that you provide to our public Platforms (like our social media platforms or Apps) enters an open, public forum, and is not confidential. You should therefore be careful when deciding to share any of your personal information on our public Platforms.

- By disclosing personal information such as your name and e-mail address in a public Platform, you acknowledge and understand that this information may be collected and used by other persons to communicate with you.
- You may be held legally liable for the Content that you provide in a public Platform, for example, where you provide Content that is: protected by Intellectual Property Rights, without the permission of the author or the owner; or confidential or personal in nature; or defamatory, illegal, amounts to hate speech or discrimination; or is pornographic; or harmful.
- We do not generally monitor or moderate our public Platforms. We will accordingly not automatically have knowledge of the Content on the public Platforms. We also do not condone, approve, endorse or support any Content on the public Platforms.
- We however reserve the right to monitor or moderate the public Platforms at any time should we deem this necessary. If we are of the view that you are in breach of our Terms, we may, without notice to you remove your Content or stop or suspend your use of the public Platform and/or any other Platforms.
- It is your responsibility to back up your Content. We will not be liable for any loss of data or Content howsoever arising.
- You are not allowed to copy, or modify our Platforms or any part thereof in any way. You are not allowed to attempt to extract the source code of any part of our Platforms and you also should not try to translate it into other languages, or make derivative versions.
- Our Platforms and all the Intellectual Property Rights related to it belong to us.

#### 4. COMMUNICATIONS

You agree that we or our affiliates may from time to time send you communications regarding our services or products or special offers or discounts which we may negotiate for and offer to you. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us that you do not wish to receive or continue to receive such communications.

#### 5. AVAILABILITY OF PLATFORMS

- While we try to make sure that our Platforms are 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.
- Access to our Platforms may be suspended in our discretion at any time.

#### 6. LINKS TO OTHER WEBSITES

- Our Platforms may contain links to third party web sites or services that are not owned or controlled by us. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third party web sites or services.
- You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods or services available on or through any such websites or services.

## 7. SECURITY AND PRIVACY

- We will be entitled to take whatever action we may deem necessary and reasonable to preserve the security and reliability of our Platforms.
- You may not use our Platforms in any manner which may compromise the security of our network or any other network connected to our network.
- We will deal with your personal information in accordance with the provisions of our Privacy Policy.

## 8. DISCLAIMER AND LIMITED LIABILITY

- You use our Platforms at your own risk.
- While we do our best to ensure that the information on our Platforms is correct, we do not warrant the accuracy and completeness of Content on our Platforms or that the Content and technology available from our Platforms are free from errors or omissions.
- We may make changes to the Content or functions on our Platforms at any time without notice. The Content or functions of our Platforms may be out of date, and in this regard, we make no commitment to update such Content or functions. Were we to provide upgrades to certain Platforms, like our Apps, it is your sole responsibility to check for and install upgrades.
- To the extent allowed by law, we shall not be liable for any damage, loss or liability of whatsoever nature arising from your use or inability to use our Platforms.
- 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 using our Platforms, that the services available on or through our Platforms will meet your individual requirements and be compatible with your hardware and/or software.
- Information, ideas and opinions expressed on our Platforms should not be regarded as professional advice or our official opinion and you are encouraged to obtain professional advice before taking any course of action related to information, ideas or opinions expressed on our Platforms.
- Submissions of Content to our Platforms are not editorially controlled by us and we will therefore not be liable for such Content.

## 9. USER RULES FOR USING OUR PUBLIC PLATFORMS

- You agree that when you use our Platforms, you will not
  - do anything which violates any of our Terms;
  - post, upload or transmit any Abusive Content to our Platforms (Abusive Content means Content which we consider to be defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, hateful, hate speech, or which contains child, explicit or violent pornography, content which may be harmful to minors, religious or racial slurs or threatens or encourages bodily harm or the like or which may

violate any person's rights, regardless of whether such content is accessed, transmitted, propagated, distributed, created or stored in a public or private context);

- do anything that does not comply with generally accepted Internet etiquette including, without limitation, the excessive use of capitalised text, the use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings;
- spam our Platforms;
- commit fraud or make any misrepresentation;
- violate or infringe the Intellectual Property Rights or privacy rights of another;
- repeatedly post gratuitous off-the-topic communications;
- use our Platform for commercial purposes; or
- use our Platform for the purpose of advertising or marketing any business, product or service.

#### 10. ENFORCEMENT OF OUR TERMS

- Should we consider you to be in breach of our Terms, then we may, without prejudice to any other rights which we may have under our Terms or in law –
  - remove your Content which we may deem inappropriate or unsuitable for our Platforms without notification to you;
  - give you a warning;
  - without notice, stop or suspend your subscription to or use of any or all our Platforms; and/or
  - comply with such obligations as may be imposed on us by law.

#### **Reporting Procedure**

Should you become aware of a breach of these Terms, in particular as a result of Abusive Content, we require you to notify us of the Abusive Content by emailing us at [sparkle@houseofbng.com](mailto:sparkle@houseofbng.com).

#### 11. COMPETITION RULES

- We may conduct competitions on our Platforms from time to time. The following general rules will apply to all our competition:
  - The following persons are excluded from this competition:
    - a director, member, partner, employee or agent of, or consultant to us or any other person who directly or indirectly controls or is controlled by us; and
    - a supplier of goods or services in connection with the competition; and

- the spouses, life partners, business partners or immediate family members of the parties referred to in 11.1.1.1 and 11.1.1.2.
- All entries must be received by us before the competition closing date and time. If not, such entry will not be eligible, regardless of the reason for the late receipt of the entry. Entries received that are illegible will be void.
- You have the right to decline the use of your image in marketing material, or an invitation to participate in any marketing activity, or an invitation to be present when the draw is taking place or the winner is announced.
- Prizes are non-transferable.
- The judge's decision is final and no correspondence will be entered into.
- Income and other taxes, if any, are the sole responsibility of the winner.
- You may not be awarded a prize if it is unlawful for us to supply such a prize to you.
- No "automated" entries will be allowed and all entries must be made by a natural person manually on the Platform where the competition is hosted.
- If any entry has been made in any manner which in our discretion may provide an entrant with an unfair advantage over other entrants, such entrant will be automatically disqualified from that and all future competitions run by us.
- We may require you to provide us with additional information as we may reasonably require in order to determine the winner and/or to process and/or to facilitate your acceptance or use of a prize.

## 12. GENERAL TERMS

- If any provision of our Terms is or becomes unenforceable for any reason, then such provision will be treated as if it had not been included in our Terms to the extent that it remains unenforceable and shall not affect the validity of the remaining provisions of our Terms.
- 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 consenting to the exclusive jurisdiction of the courts of the Republic of South Africa.