



### TERMS AND CONDITIONS

This competition is run by Guardian Peak Wines and is no way sponsored, endorsed or administered by Facebook, Twitter and/or Instagram. You understand that you are providing your information to Guardian Peak Wines and not to Facebook, Twitter and/or Instagram. The information you provide will only be used by Guardian Peak Wines. By entering the competition, you agree to be bound by these terms and conditions. The competition will run on the Guardian Peak Wines Facebook, Twitter and Instagram page from Tuesday, 1 June 2021 up until and including midnight on Saturday, 31 July 2021.

#### 1. Prizes

1.1 A weekly prize will be awarded each week of the competition, for a total of 9 weeks. The weekly prize will be one case (6 x 750ml) including

- 1 x Guardian Peak Sauvignon Blanc
- 2 x Guardian Peak Chenin Blanc
- 1 x Guardian Peak Merlot
- 1 x Guardian Peak Shiraz
- 1 x Guardian Peak Cabernet Sauvignon

1.2 The grand prize is 25 cases (150x750ml bottles). Wines in the Guardian Peak range include:

- 30 x 750ml bottles Guardian Peak SMG
- 24 x 750ml bottles Guardian Peak Shiraz
- 24 x 750ml bottles Guardian Peak Cabernet Sauvignon
- 24 x 750ml bottles Guardian Peak Merlot
- 24 x 750ml bottles Guardian Peak Chenin Blanc
- 24 x 750ml bottles Guardian Peak Sauvignon Blanc

The prize will be shipped in full and delivered to a valid address within the Republic of South Africa or Namibia.

2. This promotional competition is organised by Guardian Peak Wines (the "Promoter").

3. Prizes are not transferable and may not be exchanged for cash or other prizes.

4. In order to qualify as an entrant for this promotional competition:

- o the entrant must live in the Republic of South Africa or Namibia;
- o the entrant must provide correct and full personal details, as required;
- o the entrant must be 18 years old or older.
- o the entrant cannot be a juristic entity and must be an individual;
- o To enter the promotional competition, the entrant must:
  - Purchase a bottle of Guardian Peak, follow Guardian Peak on Facebook, Instagram or Twitter, and upload a photo of them *enjoying* a bottle of Guardian Peak Wine on Instagram or Facebook or Twitter by tagging Guardian Peak Wines (handle: @GuardianPeakWines - Facebook), (handle: @GuardianPeakWines - Instagram (handle: @GuardianPeak - Twitter) and using the hashtag #winwinegp2021.

5. The promotional competition is open to permanent residents of South Africa and Namibia over the age of 18 years except any employee, director, member, partner, agent or consultant or any person directly or indirectly who controls or is controlled by the Promoter, immediate family members, advertising agencies, advisers, dealers, suppliers and/or associated companies ("Disqualified Persons"). By entering the promotional competition, all participants and winners agree to be bound by these rules which will be interpreted by the Promoter, whose decision regarding any dispute will be final and binding. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this competition and any prizes (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason which the Promoter reasonably deems necessary.

6. The promotional competition commences on 1 June 2021 and ends on 31 July 2021, both days inclusive. Entries received after the closing date will not be considered.

7. Winners may be required to provide their proof of identity to verify that they are above the age of 18.
8. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
9. Responsibility is not accepted for entries lost, damaged, blocked due to security/privacy settings or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
10. All participants and the winners, as the case may be, indemnify the Promoter, its advertising agencies, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this promotional competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoter) and/or use of the Prize.
11. **SELECTION OF WINNER:** The winner will be selected within two weeks of the competition closure date (this date is subject to change without notice). Entrants to whom a prize will be awarded will be selected through a random draw. The winner will be contacted via Instagram or Facebook or Twitter within two weeks of the competition closure date (this date is subject to change without notice). Guardian Peak Wines reserves the right to disqualify a winner if he/she does not respond to the Instagram/Facebook/Twitter Direct Message within one week (7 days) of winner selection and randomly select a replacement winner from the competition entries. In such circumstances, the replacement winner shall be contacted via Instagram or Facebook or Twitter Direct Message as soon as reasonably practicable and shall be required to respond to Guardian Peak Wines in the manner set out in such correspondence. If the replacement winner fails to respond to Guardian Peak Wines as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw will need to take place immediately.
12. Guardian Peak Wines reserves the right to amend the terms and conditions as well as terminate the Competition at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against Guardian Peak Wines, its advertising agencies, advisors, suppliers and nominated agents.
13. **GENERAL:** 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.
14. The names of the prize winners will be published on the Guardian Peak social media pages subject to the winner's consent.
15. Winners may be requested to take part in the promoter's publicity campaigns or to allow their names and likenesses to be used by the promoter for promotional purposes. Winners are, however, entitled to decline such request.
16. The promoters shall conduct the competition, and the Promoters' decision on any matter related to the competition, including the selection of prize winners is final and no correspondence will be entered into.
17. Guardian Peak Wines and their delivery agent does not accept responsibility or liability for any loss or damage and will also not be responsible or liable for any further expenses or fees required for purpose of using, applying or enjoying the prize won in this competition.
18. Winners give Guardian Peak Wines, and its authorized agents consent to use their names for publicity purposes, unless refused.
19. Guardian Peak Wines reserves the right to vary, suspend, postpone or terminate the competition and any prizes, or any aspect thereof, for any reasons whatsoever and without notice. In such event, you hereby waive any rights or expectations which you may have against Guardian Peak Wines and acknowledge that you will not have any recourse or claim of any nature against Guardian Peak Wines.
20. By participating in this competition, you consent to (i) the processing of your personal information by Guardian Peak Wines and other companies in these companies, any of their operators, commercial partners, agents and sub-contractors (who may be outside South Africa) on the condition that they will keep such information confidential; (ii) the collection of your personal information from any other source to supplement the personal information which Guardian Peak Wines has about you; (iii) the retention of your personal information for as long as permitted for legal, regulatory, fraud prevention and marketing purposes; (iv) the use of your personal information to send you information about products, services, and special offers of the various companies at Guardian Peak Wines that may

be of interest or value to you; (v) a credit enquiry being conducted about you with any credit bureau or credit provider and providing your personal information to credit risk management services (including a credit bureau).