

## KWV #FINISHGREAT Moment of the Match Competition:

The Competition is organised on behalf of KWV South Africa (Proprietary) Limited, registration number 1997/020814/07 ("Promoter"). In order to administer the Competition, KWV may make use of advertising and promotional agencies ("MADE").

No purchase is necessary to take part in this Competition.

By entering the Competition, each participant unconditionally accepts and agrees to comply with these terms and conditions ("Rules"), and agrees to be bound by the decisions of KWV in respect of the interpretation of these Rules and otherwise in relation to the Competition. Participants (as defined below) who do not comply with the Rules will not be eligible to win the Prizes (as defined below).

### 1 The Competition Details

The prize of the Competition ("Prize") consist of:

Weekly prizes of: A bottle of KWV10 Brandy & a bottle of Roodeberg wine.

Grand prize of:

Two tickets to the 2015 ABSA Currie Cup final. (excluding travel & accommodation)

KWV takes reasonable care to ensure that the Prizes are as described in these Rules, however, events may occur that make the awarding of a Prize impractical or inappropriate due to unforeseen circumstances or reasons beyond the control of KWV or for KWV business reasons. In this situation, KWV may vary or amend a Prize to provide a reasonable alternative and you agree that no liability shall attach to KWV or parties connected to KWV as a result. No cash or credit alternative is available and Prizes are not transferable. Eligibility for Prize is subject to signing KWV Prize Acceptance Form (available on request).

### Opening Dates and Closing

The Competition, begins at 8 August 2015 and ends at 10 October 2015 (the "Competition Period").

### How to Enter

Post a tweet using the hashtag #FINISHGREAT and share with us your Moment of the Match from each round of ABSA Currie Cup action.

(hereafter the "Entry").

No other forms of entry will be accepted.

### 2 Entry Requirements

The Competition is only open to residents of South Africa who are aged 18 or older ("Participants").

### 3 Notifying the Competition Winners

3.1 The Competition winners will be informed by email and then will be formally contacted there-after. The Competition winners will be required to reply via email within 48 hours of receiving the email confirmation. They must then confirm acceptance of their prizes in an email 48 hours after receipt of notification of the prize ("Confirmatory Email"). KWV will inform the Competition winners of any arrangements for the redemption of the Prizes.

3.2 If a Competition winner does not confirm acceptance of his/her prize by within the required time period, he/she will automatically forgo their right to claim the prize and KWV will select the runner up as an alternative Competition winner and so on until a winner is chosen and has duly accepted in accordance with these Rules.

#### 4 Eligibility of Entries

4.1 Ineligible or fraudulent Entries are void. Your Entry must be of sufficient clarity to be entered into the Competition. Winners will be deemed to have authorised KWV and KWV Agents to check the completeness and accuracy of the information they supply for purposes of participation. A winner who has supplied incomplete, inaccurate or fraudulent information will be automatically disqualified. Any Entry that uses offensive or inappropriate language will automatically be disqualified.

4.2 KWV and MADE are not responsible for lost, late, or misdirected Entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Entries.

4.3 Use of computer programs and other automatic means to enter the Competition is prohibited and may result in the disqualification of the Participant.

The Competition is not open to employees or contractors of the KWV group of companies, including each of their affiliates, subsidiaries, divisions or any person directly or indirectly involved in the organisation or running of the Competition or their direct family members.

4.4 In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted. All Entries become property of KWV and will not be returned.

4.5 The Competition winners may be invited and agree to take part in post-Competition publicity as may be requested by KWV. By accepting the Prizes, to the fullest extent permitted by applicable law, the Competition winners consent that KWV may use their name, photograph, likeness (including his/her voice), hometown and biographical information and statements concerning the Competition or KWV products without further compensation or notice for the purpose of advertising, promotion, and merchandising, and the Competition winners grant all rights to edit or modify and to publish and copyright such details.

#### 5 Competitions on a Social Networking Site ("SNS")

5.1 In addition, by accessing and entering the Competition through the SNS Facebook, you agree to comply with the applicable terms of use and privacy policy of that SNS.

#### 6 Use of Personal Information

6.1 In order to participate in the Competition, Participants will be required to supply certain information about themselves. KWV has specified which information is mandatory in order to participate in the Competition. This information will be used by KWV for the purposes of administering the Competition.

6.2 In addition, the KWV Privacy Policy shall apply to all personal information provided by the Participants.

#### 7 Content Uploaded by You

7.1 You agree and warrant that your Entry is created by you only, and does not infringe the rights of any person and does not contain any obscene, offensive, defamatory, threatening, illegal or otherwise inappropriate images or material and must be free from advertising.

7.2 You hereby grant to KWV (together with any and all of the MADE, any and all members of KWV wider corporate group and any other party involved in the operation of the Competition a perpetual, irrevocable, royalty-free, fully transferable and sub-licensable, worldwide licence to use (including without limitation the right to modify) the Entry in connection with the operation of the Competition and for commercial and promotional purposes in any format and using any media (whether or not now invented) at KWV sole discretion.) The winners shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the winners' cost, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to the foregoing grant.

7.3 You agree that you will not post or upload or otherwise make available any text, images, audio, video or any other content or material whatsoever which is illegal or inappropriate for family viewing, which is of an adult-only nature or which is in any way offensive, defamatory, insulting, degrading, sexist, racist, discriminatory or obscene, violent, which is controversial or contains off-topic themes or content, or which may be harmful to the reputation of KWV or its products or services (or the reputation of any affiliates of KWV or their products and services or any SNS).

## 8 Competition Draw

8.1 KWV's decision concerning the determination of the Competition winners and all matters relating to the Competition will be final and binding.

## 9 Winner's List

9.1 For the names of the Competition winners', will be announced on the KWV Twitter page within 72 hours of the Competition closing date.

## 10 Limitation of Liability

10.1 KWV does not accept any responsibility for any occurrences resulting from the Participants' connection to the internet via the Facebook website and/or the Accounts and/or resulting from participation in the Competition. In particular, KWV does not accept responsibility for any damage or loss caused in any way to Participants, their computer equipment and/or to data which is stored on any such equipment, or to their personal, professional or commercial activities.

10.2 If, for any reason, the Competition is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure, human error or any other causes beyond the control of KWV. that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, KWV reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify, or suspend the Competition and to select the Competition winners from all eligible entries received prior to the cancellation or termination of the Competition.

10.3 In the event of unforeseen circumstances, KWV. reserves the right to substitute any or all parts of the Competition. In this event, such a change will be publicised on the Facebook website via the Accounts and any necessary amendments to these conditions will be made.

10.4 Entrants agree to the fullest extent allowed by applicable law to release and forever discharge KWV, and its parent corporations, subsidiaries, assigns and employees, and any entity or person connected with the Competition from and against any and all claims, demands, losses and liabilities of any nature whatsoever which may now or hereafter arise, including but not limited to any loss of enjoyment, costs, delays or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of or in connection with the Prizes.

10.5 If any court or competent authority decides that any of the provisions of these Rules are invalid, unlawful or unenforceable to any extent, the Rule will, to that extent only, be severed from the remaining Rules, which will continue to be valid to the fullest extent permitted by law.

10.6 Any attempt by a Participant to deliberately damage the Facebook website and/or the Accounts or to undermine the legitimate operations of the Competition may be a violation of criminal and civil laws and should any such attempt be made, KWV reserves the right to seek damages from any such person to the fullest extent permitted by law.

10.7 KWV reserves the right to change, suspend or cancel the Competition without specifying the reasons for its decision and without incurring liability as a result. These Rules will apply to the Competition. KWV reserves the right to modify these Rules at any time prior to, during or after the Competition Period.

10.8 KWV does not exclude any liability for death or personal injury arising as a result of KWV's negligence in respect of the participants' use of the Facebook website and/or the Accounts.

10.9 If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

10.10 The Competition is governed by the laws of South Africa. You hereby consent and submit to the exclusive jurisdiction of the courts of South Africa for any action however so arising out of these Rules.

10.11 Entry into the Competition assumes acceptance of these Rules and agreement to be bound by the decisions of KWV.

## 11 Contacting Us

11.1 If you have any queries about the manner in which the Competition is administered and/or your data is used by KWV and/or should you require us to remove your email address from our systems, please contact: [customer@kwv.co.za](mailto:customer@kwv.co.za).