

Online Competitions and Giveaways

Our competitions and giveaways are run on our social media platforms and/or on the website. Our competitions and giveaways are run by The Supplier and are in no way sponsored, endorsed or administered by the Social Media Platforms themselves (unless otherwise stated).

You understand that you are providing your information to The Supplier and whichever third party may be involved in the particular competition or giveaway and not to the Social Media Platforms themselves. The information you provide will only be used by The Supplier and whichever third party may be involved in the particular competition or giveaway.

Each competition or giveaway will have its own set of Terms and Conditions.

Please see below minimum requirements for promotional competitions which may be edited depending on the specific Competition (or Giveaway) being run.

TERMS AND CONDITIONS:

1. These terms and conditions apply to “ _____ ” Competition.
2. Please read these terms and conditions carefully and by participating in this Competition, all participants irrevocably agree to be bound by these terms and conditions, which will be solely interpreted by Ernie Els Wines.
3. Ernie Els Wines may amend these terms and conditions at any time during the Competition, by posting such amendments on their Facebook Account / _____.
4. The Competition runs from _____ until _____ .

5. The Competition may be terminated or extended at any time by Ernie Els Wines. In the event of such termination, all participants agree to waive (give up) any rights they may have in terms of this Competition and acknowledge that they have no recourse of any kind against Ernie Els Wines, its promotional agents, unless the circumstances leading to such termination were within our reasonable control.
6. To enter the Competition you must live in South Africa (being a resident or a citizen). Directors and/or Members and/or Agents and/or Promoters and/or Consultants to Promoters and/or Employees and/or Contractors and/or Family members of any of the aforementioned are not eligible to enter or claim the prize.
7. No prize will be awarded to any person to whom such prize may not be legally awarded including, but not limited to minors under the age of 18 years.
8. To enter the Competition, entrants must _____ (example: buy goods and submit your proof of payment with your name, surname and contact number on the back thereof at reception / e-mail to _____)
9. Only one person will win the Prize, being a _____.
10. The winner will be determined via a random draw on _____(date), subsequent to taking into account all valid entries.
11. The winner will be contacted via _____. The judge(s)' decision is final and no correspondence will be entered into.
12. If the winner cannot be contacted within 10 days, the prize will be forfeited.
13. The winner agrees to supply a valid identification document (SA ID or passport), proof of address, congratulatory post, and any other validation procedure determined by Ernie Els Wines, in order to claim the prize.
14. The winner agrees to have his/her photo taken, which may be used together with their full names by for advertising and promotional purposes, subsequent to receiving the winner's consent, which consent will not be unreasonably withheld.
15. The prize is not transferable neither can it be exchanged for cash.
16. Ernie Els Wines external auditors will oversee the competition.
17. Any violation, attempt and/or suspicion to violate any of these rules will result in the immediate disqualification on the participant.
18. Entrants indemnify Ernie Els Wines or their respective affiliates for any loss or damage that it or its respective affiliates may suffer because of the Entrant's breach of these terms and conditions. Consequently, the Entrants agree to compensate Ernie Els Wines or their respective affiliates for any loss or damage it suffered (including consequential damages and/or legal expenses incurred) because of the Entrant's breach of these terms and conditions. The Entrants also agree to hold Ernie Els Wines or their respective affiliates

harmless for any claim made against it or their respective affiliates by third parties due to the Entrant's breach of these terms and conditions.

19. The prize may not be awarded if entry procedures or these terms and conditions have not been adhered to or if Ernie Els Wines detects and/or suspects any irregularities or fraudulent practices.
20. All participants' indemnify Ernie Els Wines and any other company associated with the competition and its advertising agencies against any and all claims howsoever from their participation in this competition, unless the circumstances leading to such claim were within Ernie Els Wines or its advertising agent's reasonable control.
21. All participants further indemnify Ernie Els Wines from any claim should this Competition be called off or extended for any reason whatsoever, unless the cancellation of the Competition has regard to any circumstances within Ernie Els Wines or its promotional agent(s)' reasonable control. Consequently, all participants agree to waive any rights they may have in terms of this Competition and acknowledge that they have no recourse against Ernie Els Wines or any of its promotional agents.
22. The winner will be required to sign a detailed indemnity document prior to redeeming or delivery of a prize.
23. If required, as a result of a change in legislation by the Minister of Trade and Industry or if the Competition is declared unlawful, Ernie Els Wines reserves the right to terminate this competition immediately and without notice. In the event of such termination, all participants agree to waive any rights they may have accrued in terms of this Competition and acknowledge that they have no recourse against Ernie Els Wines or its promotional agent(s), unless the unlawfulness of the Competition has regard to any circumstances within Ernie Els Wines or its promotional agents reasonable control.
24. At the end of the competition all of Ernie Els Wines obligations with regard to the Competition as well as with regard to the prize shall cease to exist.
25. These terms and conditions are severable and are governed by the laws of the Republic of South Africa.