



Namaqua Group Documents
Annexure "E"

PROMOTIONAL COMPETITION RULES

Terms & Conditions for the Raindance Monthly User Generated Content Campaign Promotional Competition:

1. The Promoter is Namaqua Wines SA (Pty) Ltd. The organizer is Mzero Design (Pty) Ltd.
2. The promotional competition is open to all South African Citizens over the age of 18 years who are in possession of a valid identity document, except any employee, director, officer, member, partner, agent, consultant, advertising agencies, advisers, dealers, supplier, affiliates and/or associated companies of the Promoter or any person who controls or is controlled, directly or indirectly, by the Promoter and/or immediate family members of the aforesaid people (hereinafter referred to as "Disqualified Persons").
3. This promotional competition is open from the 17th of October 2024 from 00h01 (one-minute past midnight) on that day and ends at 23h59 (one minute before midnight) on the 31st of October 2025. The promoter reserves the right to extend the promotional competition without further notice. Any entries received before or after the closing date will not be considered.
4. To enter, participants will be required to visit the Raindance website at <https://www.raindance.com/> or any of Raindance's social media networks, which includes but is not limited to, Facebook, Instagram, and TikTok. The participant will be required to allow their details to be used for marketing purposes. The participant, by entering the promotional competition and/or participating in the promotional competition, consents to be part of marketing activity.
5. The prizes:
 - 5.1. 15 (FIFTEEN) x 2 x 1l box wine, being either Dry Red, Sweet Red, Sweet Rose, or Johannesburg White and/or 1x Raindance Wine branded cap and/or 1x Raindance Wine branded umbrella and/or 2x Raindance wine branded glasses, per month.
6. The prizes shall be awarded as follows:
 - 6.1 A participant will be required to review selected Raindance wine and share the video where they have reviewed the wine on the social media platforms using the #RaindanceMoments hashtag;

- 6.2 The Organizer will select 15 (FIFTEEN) winners from the videos shared on the social media platforms every month for the duration of the promotional competition;
- 6.3 A participant, on being selected will be required to complete and sign the confirmation of personal information & acknowledgment of winning of prize form and provide the Promoter with a copy and provide a copy of his/her identity document;
- 6.4 Once it is determined that a participant is not a disqualified person and a winner, he/she will receive a prize as set out in clause 5 above.
- 7. A participant is allowed to participate 1 (ONE) time.
- 8. The Promoter will have the prize delivered to the address provided by the winner. The winner, however, bears the sole responsibility for the address being correct.
- 9. 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 the promotional 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.
- 10. Entries that are unclear, illegible, and/or contain errors or from disqualified persons will be declared invalid.
- 11. The prize is not transferable and the Promoter is not liable for any defect in the Prize. The Promoter reserves the right to substitute the prize with any other prize of comparable commercial value.
- 12. In the event that the prize/s are/is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
- 13. All participants and the winners, as the case may be, indemnify the Promoter, its advertising agencies, advisers, nominated agents, suppliers, 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 the promotional competition (including, as a result of any act or omission, whether as a result of gross negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or use of the prize).
- 14. The Promoter assumes no liability whatsoever for any entry that has been omitted from participation for any reason whatsoever.



15. The Promoter is not liable for any technical failures affecting the participation and/or prize redemption process of the promotional competition.
16. Neither the Promoter nor employee, director, officer, member, partner, agent, consultant, advertising agencies, advisers, dealers, supplier, affiliates and/or associated companies of the Promoter shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.
17. The Promoter will require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoter to ensure compliance with these rules and the Consumer Protection Act, 68 of 2008.
18. Should any winner refuse or be unable to comply with this rule for any reason, such winner will be deemed to have rejected and/or forfeit the prize and it shall revert back to the Promoter.
19. The Promoter/organizer/judges' decision is final and no correspondence will be entered into.