



WEreward MEMBERSHIP TERMS AND CONDITIONS

1. BACKGROUND

- 1.1. Winelands Essentials (Pty) Ltd is a promotional company in the golf and leisure industry that offers a “Weekly Rewards Programme” to subscribing members.
- 1.2. The following terms and conditions pertain to understanding and making the most of the membership benefits.
- 1.3. The terms and conditions contained herein constitute an agreement between WE and Members which sets out the rights and obligations of both WE and Members.
- 1.4. When Members subscribe to the Weekly Rewards Programme on the WE Website they confirm that they read, understood, and agreed to be bound by these terms and conditions, as amended from time to time.

2. INTERPRETATION

In this Agreement, unless otherwise indicated by the context:

- 2.1. “Agreement” means the agreement constituted by acceptance of these terms and conditions;
- 2.2. “Annual Prize Draw” means an annual prize constituting a trip to Mauritius for 4 people including flights, accommodation and specified meals and drinks that will be awarded to a Member on a random draw basis;
- 2.3. “Information Manual” means WE’s manual describing the practical processes appropriate to the Weekly Rewards Programme, as amended from time to time and supplemented by further written directions and regulations and is included on the WE Website;
- 2.4. “Intellectual Property” means the know-how, the copyright, the goodwill, trademarks and the trade secrets that belong to WE and includes all confidential technical and commercial information relating to the operation of WE’s business existing from time to time, including, without limitation, information contained in the Operating Manual or other documents together with unrecorded information known to individuals who are consultants or associates of WE. Technical information includes all specifications and methods of operation developed by WE;
- 2.5. “Member” means any person who has successfully subscribed to the Weekly Rewards Programme and has paid the Membership Fee;
- 2.6. “Members Account” means a virtual account on the WE Website that the Member can access using a username and password;
- 2.7. “Membership Fee” means the monthly consideration payable by the Member to WE in terms of this Agreement;
- 2.8. “Rewards” means Weekly Draw prizes with a guaranteed market value of at least R1500.00 as well as weekly deals or discounts;
- 2.9. “WE” means Winelands Essentials (Pty) Ltd Registration Number 2020/445327/07;
- 2.10. “WE Website” means the website having the address www.winlandsessentials.co.za;
- 2.11. “Weekly Rewards Programme” means the rewards programme offered to Members by WE in terms of this Agreement;



- 2.12. “Weekly Draw” means the weekly prize draw in terms of the Weekly Rewards Programme wherein Rewards are drawn randomly;
- 2.13. the singular shall include the plural and vice versa;
- 2.14. one gender shall include the other genders and vice versa;
- 2.15. natural persons shall include legal and juristic persons and vice versa; and
- 2.16. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

3. REGISTRATION

In order to register as a Member you are required to:

- 3.1. complete the online registration form; and
- 3.2. pay the Membership Fee.

4. MEMBERSHIP RULES

- 4.1. WE has the sole discretion in determining who qualifies to register as a Member.
- 4.2. Membership Fees shall be paid into the account specified by WE.
- 4.3. Once the Membership Fee has been paid by the Member the Member shall be entitled to take part in the Weekly Rewards Programme.
- 4.4. The Member is responsible for the accurate recording of the Member’s details as will be captured on the WE Website. Both WE and the Member will be jointly responsible for ensuring that they comply with the Personal Protection of Information Act and any other privacy legislation. WE will ensure that the information will be kept secure while it is stored whether it be stored on their database, website and server, etc by putting security measures in place to guard against any unauthorised access
- 4.5. WE will deliver Rewards to the Member when the Member is randomly selected as a winner of the Annual Prize Draw or the Weekly Draw.
- 4.6. In the event of a Reward being in the form of a voucher WE shall notify the Member accordingly in writing when the Reward is delivered that the voucher may expire on a predetermined date.
- 4.7. WE shall provide every Member a username and password.
- 4.8. WE is solely responsible for the management of the Weekly Rewards Programme.
- 4.9. Once a Reward has been delivered it cannot be changed or withdrawn.
- 4.10. The use of the Weekly Rewards Programme shall be at the Member’s own initiative and risk and WE shall have no liability in the event of:
 - 4.10.1. the incorrect details of a Member being recorded or of a Member’s details not being kept up to date;
 - 4.10.2. the unauthorised use by any person of a Member’s username and password unless it is due to the fault of WE;
 - 4.10.3. a voucher that has not been redeemed within its validity period;
- 4.11. The Vouchers are subject to availability.
- 4.12. WE will not be liable to a Member for any supplier or service provider that declines to honour a Voucher for any reasons whatsoever.
- 4.13. Vouchers are not exchangeable for cash or for sale.



- 4.14. WE may send the Member marketing communications and updates pertaining to the Weekly Rewards Programme at its sole discretion. Should the Member not wish to receive such communications or updates it is entitled to opt out by informing WE via email, in which event WE undertakes to refrain from sending any such material.
- 4.15. The Membership Fee will be reviewed annually by WE who is entitled to increase such fee at its sole discretion. WE shall notify the Member in writing at least 30 (thirty) days prior to such increase being effected.
- 4.16. WE shall be entitled to
- 4.16.1. customise or change any aspect of the Rewards or the Weekly Rewards Programme;
 - 4.16.2. use the Member's image or detail for marketing purposes when a Reward has been won by the Member.
- 4.17. WE will not be liable for any loss, expenses, claim(s) or damage, whether direct, indirect or consequential, arising from the use of the Weekly Rewards Programme and the Member accordingly indemnifies WE against any such losses, expenses, claim(s) or damages, provided that such loss was not suffered due to the negligence of WE.
- 4.18. Each party shall be responsible to apply all applicable laws, tax liabilities and deductions that apply to it.
- 4.19. WE and the Member hereby warrant that they have the required legal capacity to enter into the Agreement and be bound by it.
- 4.20. WE has the right to log in the Member's account on the WE Website.
- 4.21. The WE Website is designed to operate in the latest browsers and the Member is required to ensure that they automatically update to the latest version for optimum operation and display.
- 4.22. In order to qualify to partake in the Annual Prize Draw Members must have been a Member for at least 3 (three) months or have settled a 12 (twelve) month subscription in full (i.e. R1 500.00 once-off payment or R1 800.00 in twelve monthly payments).
- 4.23. The Weekly Rewards Programme is only available to Members who are at least 18 years old.

5. RULES PERTAINING TO DRAWS

Regardless of whether the draw is the Annual Prize Draw, a Weekly Draw or a draw within the Weekly Rewards Programme, WE shall ensure that the draw is overseen by an independent accountant, registered auditor, attorney or advocate, who will certify the conducting of the draw applying an appropriate validation or verification process.

6. CANCELLATION

- 6.1. The Member can cancel its membership by sending an email to info@winlandsessentials.co.za informing it of its intention to cancel its membership by giving 20 (twenty) business days' notice and in which event WE may apply a reasonable cancellation penalty which the parties agree is equivalent to 2 (two) months Membership Fee.



- 6.2. WE shall have the right to deregister the Member from the Weekly Rewards Programme:
- 6.2.1. for any reason by giving it 30 (thirty) days prior written notice;
 - 6.2.2. immediately, in the event of non-payment of the monthly Membership Fee; or
 - 6.2.3. immediately in the event of a breach by the Member of any term of this Agreement;
 - 6.2.4. immediately if WE believes, in its reasonable discretion, that the Member has brought the name of WE into disrepute (in which event WE shall be entitled to claim damages from the Member).
- 6.3. The Member's right to take part in the Weekly Rewards Programme, the Weekly Draw and the Annual Prize Draw and to receive Rewards is cancelled with effect from the date of receipt of the Member's notice of cancellation in terms of 8.1 above.

7. INTELLECTUAL PROPERTY

All Intellectual Property regarding, incorporating or including WE belongs to WE and Members acknowledge and agree that no use can be made of any aspect thereof without the prior written consent of WE.

8. GOVERNING LAW

The entire provisions of this agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.