

1. GENERAL

- 1.1. This website can be accessed at www.capebrewing.co.za (“the Website ”) and is owned by Cape Brewing Company Proprietary Limited (“ CBC ”). The Website contains links to the Brewery and the Online Shop.
- 1.2. These Terms and Conditions govern the use of the Website and are binding and enforceable against every person who accesses or uses the Website in respect of any of the links referred to above. By using the Website, you acknowledge that you have read and understood and agree to be bound to these Terms and Conditions.
- 1.3. The “Buy Online” option on the Website enables you to order and buy products produced by or on behalf of CBC including beer and any other products added by CBC from time to time [the “ **Product(s)** ”] from our Online Shop. The list of Products may be updated/amended by CBC at any time within its sole discretion. The ordering, sale and delivery of Products are governed by these Terms and Conditions.
- 1.4. Should you not accept these Terms and Conditions you may not use the Website in any manner whatsoever including, but not limited to, placing orders for any of our Products.

2. CONSUMER PROTECTION ACT, NO. 68 OF 2008 (“the Act”)

- 2.1. These Terms and Conditions apply to you if you are a “consumer” for the purposes of the Act.
- 2.2. If you are a consumer, as defined in the Act, your attention is specifically drawn to clauses underlined in the text which:
 - 2.2.1. may limit the risk or liability of CBC; and/or
 - 2.2.2. may create risk or liability for yourself; and/or
 - 2.2.3. may compel you to indemnify CBC; and/or
 - 2.2.4. constitutes an acknowledgement of a fact by yourself.

3. REGISTRATION OF AN ACCOUNT

- 3.1. You are not compelled to create an account on the Website but may create an account to regularly order and buy Products.
- 3.2. To register an account, you will be required to provide certain personal information and must provide a unique username and password. The unique

username and password may be used to access the Website to order and purchase Products.

3.3 Should you register an account, you agree and warrant that your username and password shall:

3.3.1. be used for personal use only; and

3.3.2. not be disclosed by you to any third-party.

3.4. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.

3.5. You agree to notify CBC immediately upon becoming aware of or reasonable suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

4. **USE OF THE WEBSITE**

4.1. By using the Website, you agree:

4.1.1. not to use in any way any device, software, or other instrument to interfere or attempt to interfere with the proper working of the Website.

4.1.2. not to use in any way any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein.

4.1.3. not to use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful; and

4.1.4. not to display, publish, copy, print, post or otherwise use the Website and/or the information contained herein in any way without the express prior written consent of CBC.

5. **LEGAL DRINKING AGE**

5.1. No Products consisting of beer or beer related products will be sold to any person under the age of 18 (eighteen) years.

- 5.2. Any time an order is placed for beer and/or beer related products, you will be required to warrant that you are over the age of 18 (eighteen) years and, in addition, any person receiving delivery of such beer and/or beer related products may be required to show identification proving that he or she is of the applicable legal age.

6. **ORDERS AND AGREEMENTS OF SALE**

- 6.1. The “Sale of Products” on the CBC Website is sold by CBC and Fulfilled by Creative Beverage Distributors (Pty) Ltd
- 6.2. You may place orders for Products by using the “Buy Online” link on the Website.
- 6.3. Such order shall constitute your offer to purchase the Products selected subject to the terms and conditions referred to below.
- 6.4. Such an order shall be complete on confirmation of receipt of payment by CBC when:
- 6.4.1. a credit card authorisation is received from the issuing bank; or
- 6.4.2. the exact amount has been received in our bank account via electronic funds transfer (“EFT”) within 5 (five) days of placing the order.
- 6.5. On completion of your order, we shall indicate our acceptance of such order by confirmation email, at which point an agreement of sale is concluded between CBC and yourself.
- 6.6. CBC reserves the right to:
- 6.6.1. refuse or accept any order without giving any reasons; and/or
- 6.6.2. cancel orders in whole or in part as circumstances dictate.
- 6.7. In either event, CBC shall not be liable for any losses or damages suffered by you as a result of such refusal or cancellation and shall only be liable to refund monies already paid by you.
- 6.8. CBC shall take all reasonable efforts to maintain correct prices on the Website. However, should errors occur and items are offered at incorrect prices, CBC shall not be obliged to sell Products at such incorrect prices and CBC’s liability shall be limited to a refund of monies already paid by you.

7. PAYMENT

- 7.1. All prices quoted on the Website are in South African Rand (ZAR), and include Value-Added Tax (VAT). Prices quoted are per bottle or per case, as indicated.
- 7.2. All prices posted on the Website are exclusive of delivery costs, and delivery costs will be stated separately in our confirmation of your order which may vary daily and for each order.
- 7.3. Payment is accepted via credit card (Visa or Master Card) or by EFT to our nominated bank account.
- 7.4. Where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of the payment. CBC may reject any order in respect of which the required information is not provided.

8. CREDIT CARD SECURITY AND PRIVACY

- 8.1. The private information required for executing the order placed through the Website, [including your personal information, credit card details, delivery address and contact number(s)] will be kept in the strictest confidence and not sold or made known to third-parties except insofar as is required for executing your order or as permitted by law. Information collected and use thereof will be treated according to our Privacy Policy, which is available on the Website.
- 8.2. Credit card transactions will be implemented for CBC by PayGate Proprietary Limited ("PayGate"). PayGate uses the strictest encryption. Visit www.paygate.co.za to view PayGate's security certificate and security policy.
- 8.3. No credit card details are stored on the Website and will be kept separate from other customer information.

9. CANCELLATION

- 9.1. Orders may be cancelled within 24 (twenty-four) hours of placing the order by completing the cancellation form found on the Website or emailing us at weborders@capebrewing.co.za.
- 9.2. An order is cancelled once you have notified CBC in writing in accordance with clause 9.1 above and you have received our confirmation of receipt of your cancellation notice.

- 9.3. If you have already paid for your order and you have not yet received an email notifying you that your order has already been shipped, you will be refunded in full.
- 9.4. If you have already paid for your order and you have also received an email notifying you that your order has already been shipped, then we reserve the right to charge a deduction rate equal to 10% (ten percent) of the purchase price for administration expenses.
- 9.5. CBC reserves the right to debit your payment card for the delivery fees in respect of any late cancellations, in addition to the administration charge referred to above.
- 9.6. Any order placed as a result of direct marketing may be cancelled without penalty or charge within 5 (five) business days after the later date of the date on which your order is confirmed by CBC or delivery of the Products to your nominated address. Products which have been delivered may be returned to CBC at your risk and expense. CBC shall refund the purchase price in full within 15 (fifteen) business days after receiving the notice of cancellation and receipt of returned Products.

10. **DELIVERY**

- 10.1. Delivery of Products as per confirmed orders will be made to the nominated address set out on your order.
- 10.2. Delivery usually takes place within 10 (ten) working days from confirmation of payment or such other period as stipulated in our confirmation email.
- 10.3. All deliveries made will be by couriered directly to your nominated address unless otherwise stated in our confirmation of order.
- 10.4. On delivery to your nominated address you shall be entitled to examine the Products for the purpose of ascertaining whether you are satisfied that the Products are of the type and quality reasonably contemplated on placing your order and that the Products complies with the description provided for the Products on the Website.
- 10.5. If the delivery contains a larger quantity of Products than was ordered or consist of some of the Products ordered together with Products not ordered, you may reject delivery of all Products, or accept the delivery of all Products and pay the purchase price for the additional or incorrect Products, or accept delivery of the correct Products and reject the incorrect Products.

- 10.6. All Products delivered must, if accepted by you, be signed for by you on delivery. If no one is available at the nominated address when delivery is attempted, the Products will be retained by the courier, in which case notification of the attempted delivery will be given. Should the Products ordered be returned to our premises, any further delivery attempts will also be at your cost.
- 10.7. Unless specifically quoted otherwise, a delivery fee will be charged for each order placed by you.
- 10.8. CBC will not be liable for any loss occasioned by any delay in the delivery of any order, nor for any loss, damage or misplacement of any Products ordered after delivery has been made to your nominated delivery address.
- 10.9. Risk in and to the Products will transfer to you upon completion of delivery at your nominated delivery address.
- 10.10. The "Sale of Products" on the CBC Website is sold by CBC and Fulfilled by Creative Beverage Distributors (Pty) Ltd

11. RETURNS

- 11.1. Your satisfaction is our main priority. If, for any reason, you are dissatisfied with the Products which have been delivered to you, please contact us and return the Products at your cost within 10 (ten) days of delivery of your order.
- 11.2. If the Products were, in CBC's sole discretion, defective or did not comply with the description thereof in any respect when delivered to you, we will issue a replacement or refund you the price of the Products as well as the cost of delivery to return the Products within 30 (thirty) days from receipt of returned Products.
- 11.3. Unfortunately, any instance where the Products do not meet personal preference will not be regarded as "defective" Products and CBC cannot replace the Products or refund you the price of the Products and cost of delivery to return the Products in such instance.
- 11.4. You are more than welcome to contact us for any advice on beer selection prior to your purchase.
- 11.5. All Products delivered and accepted by you must be stored in accordance with the instructions issued by CBC and/or be used prior to the indicated expiry date. Provided these provisions are complied with, any Products which do not comply with the quality as described may be returned to us within 14 (fourteen) days of

delivery at our expense and we shall, within our discretion, refund the purchase price paid or issue a replacement.

12. **AVAILABILITY**

- 12.1. All the Products displayed on the Website are subject to availability.
- 12.2. In the event of a Product included in your order not being available, CBC will contact you to suggest an alternative Product.
- 12.3. You are then entitled to accept the alternative(s), or such items as can be correctly delivered, or to cancel your order.
- 12.4. Special promotions may be subject to certain conditions including availability and limited offer stipulations.
- 12.5. CBC reserves the right to discontinue or change the specifications of our Products from time to time without notice, or to adjust our prices in which event you will be informed thereof at the time of confirmation of your order.

13. **DIRECT MARKETING**

You may, from time to time, receive information regarding new Products and/or promotions available on the Website. Should you not wish to receive any such notices, please send us an email at weborders@capebrewing.co.za.

14. **VOUCHERS AND COUPONS**

- 14.1. CBC may, from time to time, make physical or electronic gift vouchers or promotional coupons or discounts available for use on the Website towards the purchase of Products.
- 14.2. The use of such vouchers and coupons shall be subject to specific terms upon which the vouchers or coupons may be offered.

15. **COMPETITIONS**

- 15.1. CBC may conduct competitions on the Website from time to time. The following general rules will apply to all CBC's competitions ["Competition(s)"]:
- 15.2. Competitions are open to all South African residents who are over the age of 18 (eighteen) years at the time of entering a Competition.
 - 15.2.1. The following persons are excluded from Competitions:

- 15.2.1.1. a director, member, partner, employee, or agent of, or consultant to CBC or any other person who directly or indirectly controls or is controlled by CBC; and
- 15.2.1.2. a supplier of goods or services in connection with a Competition; and
- 15.2.1.3. the spouses, life partners, business partners or immediate family members of the parties referred to in clauses 15.1.1.1 and 15.1.1.2 above; and
- 15.2.1.4. a person younger than the age of 18 (eighteen) years.
- 15.2.2. An SMS entry costs R1.50 and free SMS's do not apply.
- 15.2.3. An entrant may enter a Competition multiple times and there are no restrictions on the number of entries by a person entering a Competition.
- 15.2.4. All entries must be received by CBC before the closing date and time of a Competition. If not, such entry will not be eligible, regardless of the reason for the late receipt of the entry. Entries received that are illegible will be void.
- 15.2.5. Persons entering are to retain proof of entries and should a person fail to do so, the entry will be considered unsuccessful.
- 15.2.6. Entrants have the right to decline the use of their images in marketing material, or invitations to participate in any marketing activities, or invitations to be present when a draw is to take place or when the winner is to be announced.
- 15.2.7. Prizes must be taken (or rejected) as awarded and cannot be transferred to any third-party or deferred to a later date and cannot be converted to cash.
- 15.2.8. Winners will be randomly selected by a panel of judges of CBC whose decisions will be final, and no further correspondence will be entered into.
- 15.2.9. Entrants who won the Competition will be contacted once the Competition closes.
- 15.2.10. Prize winners will be notified in the manner and within the time specified on the advertising of the Competition. In the event of the return of any prize notification as undeliverable or the failure to reply as specified in the notification (and within the specified time) CBC shall have the right to disqualify such entrant and select an alternate winner under the same conditions.
- 15.2.11. CBC will not be held liable if incorrect details are provided.
- 15.2.12. Income and other taxes, if any, are the sole responsibility of the winner.
- 15.2.13. CBC may require proof of age as you may not be awarded a prize if it is unlawful for CBC to supply such a prize to you.

- 15.2.14. No “automated” entries will be allowed, and all entries must be made by a natural person manually on the Website or other platform where the Competition is hosted.
- 15.2.15. If any entry has been made in any manner which in our discretion may provide an entrant with an unfair advantage over other entrants, such entrant will be automatically disqualified from the Competition as well as all future Competitions.
- 15.2.16. By accepting any of the prize(s), the entrants agree that CBC will be entitled to publish winners’ names and photographs in any advertising or promotional material on the Website, any other social media used by CBC or any hard copy material published by CBC.
- 15.2.17. CBC may require you to provide them with additional information which CBC may reasonably require in order to determine the winner and/or to process and/or to facilitate your acceptance or use of a prize.
- 15.2.18. CBC reserves the right to substitute a prize for another prize of similar value should the advertised prize not be available.
- 15.2.19. Indemnity:
- 15.2.19.1. Entrants to the Competition enter at their own risk and winners use their prizes at their own risk. Neither CBC nor any of its associated or subsidiary, companies, directors, officers, employees or agents shall be liable for any loss, damage, personal injury or death that may be suffered or sustained (including, but not limited to, that arising from the person’s negligence including gross negligence) in connection with the Competition, any entry thereto or accepting or using a prize.
- 15.2.19.2. CBC reserves the right to vary, postpone, suspend or cancel the Competition and any prizes or any aspect thereof without notice at any time for any reason it deems necessary. In the event of such variation, postponement, suspension or cancellation entrants will not have any claims against CBC for any reason whatsoever.
- 15.2.19.3. Entrants will be deemed to have accepted these Terms and Conditions when entering the Competition. These Terms and Conditions are legal and binding upon all entrants.

16. RECORDS OF TRANSACTIONS

You may access a full record of your transaction or purchase history by logging into your account on the Website. Records shall be maintained for a period of 12 (twelve) months.

17. **DISCLAIMER**

- 17.1. The use of the Website is entirely at your own risk.
- 17.2. To the extent permissible pursuant to applicable law, CBC disclaims all warranties of any kind, either express or implied, including but not limited to fitness of CBC's Products for a particular purpose. No oral or written information provided by CBC shall create a warranty, nor shall you rely on any such information or advice.
- 17.3. Whilst CBC takes reasonable measures to ensure that the content of the Website is accurate and complete, CBC makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
- 17.4. Although Products sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 17.5. The Website may contain links or references to other websites (" **Third-party Websites** ") which are outside of the control of CBC, including those of advertisers. These Terms and Conditions do not apply to those Third-party Websites and CBC is not responsible for the practices and/or privacy policies of those Third-party Websites or the "cookies" which those sites may use.

18. **CHANGES TO THESE TERMS AND CONDITIONS**

CBC may, in its sole discretion, change these Terms and Conditions or any part thereof at any time without notice. However, the Terms and Conditions published here at the time when a specific order is placed will govern that specific order and all matters incidental to the specific order, notwithstanding any amendments which CBC may subsequently make to these Terms and Conditions.

19. **OWNERSHIP AND COPYRIGHT**

- 19.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in the Website (“ **Website Content** ”) are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of CBC, its advertisers and/or sponsors and/or is licensed to CBC.
- 19.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

20. **LIMITATION OF LIABILITY**

- 20.1. CBC shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Website or the content contained in the Website; or your inability to use the Website, and/or unlawful activity on the Website and/or any linked third-party website.
- 20.2. You hereby indemnify CBC against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of the Website.

21. **AVAILABILITY AND TERMINATION**

- 21.1. CBC will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 21.2. CBC may in its sole discretion terminate, suspend, and modify the Website, with or without notice. You agree that CBC will not be liable to you in the event that it chooses to suspend, modify or terminate the Website other than for processing any orders made by you prior to such time, to the extent possible.

22. **JURISDICTION**

These terms shall be solely and exclusively governed by and construed and interpreted in accordance with the law of the Republic of South Africa. The parties agree that the agreement shall, for purposes of jurisdiction, have been concluded at our office in Paarl.

23. **SEPARATE AND SEVERAL**

If any of these terms or conditions are held by a court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, then such terms or conditions will be regarded as severable and will not affect the validity of the remaining terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

24. INFORMATION DISCLOSURE

The following information of CBC is disclosed in terms of section 43 of the Electronic Communications and Transactions Act, No. 25 of 2002:

24.1. Full name and legal status: Cape Brewing Company Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa

Reg. Nr.: 2007/014161/07

VAT Nr.: 4910260738

Directors: Charles Louis Back

Stig Henrik Dunge

Mats Erik Skoldestig

David Steven Loos

Björn Joakim Ainemo

Main business: Brewing and production of beer

24.2. Information applicable in respect of the entity listed in clauses 24.1 above:

Physical address (to be used for all legal service): Spice Route Farm, Suider-Agter Paarl Road, Suider-Paarl, 7646

Postal address: P.O. Box ____, Suider-Paarl, 7624

Telephone number: + 27 (0) 21 863 2270

Email address: info@capebrewing.co.za

Website address: www.capebrewing.co.za