

DORNIER WINE CLUB TERMS AND CONDITIONS

Please read these terms and conditions carefully as they affect your legal rights and duties, and record the terms and conditions upon which The Club agrees to make certain goods available to you and you accept such goods from The Club pursuant to your membership of The Club and The Club option which you have selected on The Club membership form. If you do not accept these terms and conditions you shall not be entitled to become a member of The Club nor purchase any goods via The Club or receive the benefits of The Club members. These terms and conditions apply to any members of The Club and all orders placed via The Club.

PERMITTED USERS

You may only use the Dornier website if you are of legal age to buy and consume alcoholic beverages. If you are not of that age, you must please exit the Dornier website now.

INTERPRETATION

In these terms and conditions –

- The Club means the Dornier Wine Club;
 - Dornier website means the website that we own and operate located at www.dornier.co.za including any page, part or element of that website;
 - We, us and our means Dornier Resort (Proprietary) Limited, and includes our successors in title and/or assigns;
 - You and your means you and any person who registers for the Dornier Wine Club, or orders our products;
 - The singular includes the plural and vice versa; and
 - Headings are only for reference and not interpretation.
- ECT Act means the Electronic Communications and Transactions Act, No 25 of 2002;

MEMBERSHIP OF DORNIER WINE CLUB

In order to join The Club, please complete and sign the form and return the completed form to Dornier either by hand to a Dornier representative, by fax to 086 572 5181 or via email to theclub@dornier.co.za. By signing the form you acknowledge that you have read these terms and conditions and confirm your acceptance thereof. We shall acknowledge your membership via email. Our acknowledgement of your membership constitutes legal acceptance of the order as per the form, and you will be charged for the future committed order as per the options selected in the form. We cannot sell wine to anyone under the age of 18 years. Membership and orders may not be transferred from you to any other person. Wines can only be delivered to South African addresses. By joining the Club, memberships in previous Dornier Clubs are terminated.

CORRECT INFORMATION

You warrant that you are at least 18 years old. You warrant that all information you give is current, complete and accurate. You must promptly notify us if any of the information you provided has changed. We may suspend or stop your membership of the Dornier Wine Club if you give information that is not current, complete and accurate.

YOUR PRIVACY

We respect your privacy. We won't monitor, edit, or disclose any of your personal information without your prior written permission unless we may or must do so by law. We will try our best to protect your privacy on systems and websites that we control. However, we are not liable for any unauthorised or unlawful disclosures of your personal information by third parties who are not subject to our control. We don't warrant the security of the information which you transmit to us. You grant us the right to send you updates and newsletters relating to our products and services. Those updates do not constitute spam. You may ask us to stop sending you those updates.

MINIMUM PURCHASES

To become and remain a Dornier Member you must buy at least 12 bottles Dornier wines or 12 bottles Donatus wines or 18 bottles Cocoa Hill wines per year. To become a Donatus Member you have to buy at least 24 bottles of wine per year as per your subscription.

PRICING AND AVAILABILITY

All prices quoted include value-added tax (VAT) at 14%, but exclude delivery fees which are calculated at point of sale/check out. All products are listed subject to availability. Accommodation and venue hire are limited to our normal operating hours. Bookings for accommodation and venues are required. As a member you receive a discount applicable to cellar door pricing. You must pay all charges free of set-off, charges or deductions. We may change prices at any time, without notice.

SHIPPING OF GOODS

We strongly suggest that you request shipping your order to a business address. By law we may only deliver packages containing wine to an adult (at least 18 years of age). Shipments will not be delivered if the recipient is under 18 years of age, or does not have an acceptable form of identification such as an identity document, driver's license, passport or birth certificate. If no one is available at your requested delivery address when we deliver the products you ordered, our courier will retain the products and we will notify you about the attempted delivery. If the courier returns the products to us, you must pay for any further delivery. We are not liable for any loss occasioned by any delay in the delivery of any order. By law we may only deliver products to physical addresses and may not deliver products to Post Office boxes. Shipping and delivery is estimated based on availability of the products you ordered and receipt of your payment.

INSURANCE AND RISK

The risk in and to the goods shall pass from us to you on the date of delivery. Our goods are insured to the point of delivery.

DORNIER WINE CLUB TERMS AND CONDITIONS

DURATION AND CANCELLATION

Your membership in The Club shall commence upon your submission to Dornier of the completed form and shall endure for a period of one year, renewing automatically DORNIER WINE CLUB TERMS AND CONDITIONS for further periods of one year each unless terminated at any time by either party giving the other party not less than ten working days written notice to such effect via email to theclub@dornier.co.za. An order is considered cancelled once you have notified Dornier and have received our confirmation. Please note that once membership has been cancelled, all benefits accruing to you in terms of your membership shall also be cancelled with immediate effect.

RETURN POLICY

We guarantee the quality of the wines we produce, and we want you to be completely satisfied with your purchase. If, for any reason, you are not satisfied with your order, please contact us within 14 days to arrange the return of the goods. We will notify you by email of your refund once we've received and processed the return product. You may return unopened products within 30 days of delivery for a full refund if the return is a result of our error (e.g. you received an incorrect or defective product), or you received damaged goods.

REFUND POLICY

Where you have paid by credit card, we will process any refund to the credit card used for the purchase. In any other case, we will refund you by electronic funds transfer.

PAYMENT

Payment may only be made via any Visa, Master Card, Diners or American Express credit cards or by electronic funds transfer.

CHANGES TO TERMS AND CONDITIONS

You must check the Dornier website and the terms and conditions regularly for changes. By continuing to buy our products after we make the changes, you agree to be bound by the changed terms and conditions. If you do not accept the changed terms and conditions, you must stop buying our products and terminate your membership by email.

ADDITIONAL TERMS AND CONDITIONS

The Dornier website may contain additional rules, prices or terms and conditions (additional terms and conditions). By registering for the Dornier Wine Club, or buying any product relating to the Dornier website, you agree to be bound by, and comply with those additional terms and conditions.

INTERCEPTION OF COMMUNICATION

By registering for the Dornier Wine Club, or buying any products you agree that we may intercept, block, filter, read and monitor any communication you make to the extent allowed by law for the purpose of conducting our business and securing our systems. For the purposes of this clause, "intercept" and "monitor" bear the meanings given to those words in section 1 of the Regulation of Interception of Communications and Provision of Communication-

related Information Act, No 70 of 2002 (RICA). You agree that the consent above satisfies the "writing" requirement as detailed in the ECT Act and RICA.

GENERAL PROVISIONS

Governing law

The terms and conditions are governed by, and are construed under the laws of the Republic of South Africa.

Jurisdiction

You submit to the jurisdiction of the courts of the Republic of South Africa.

Whole agreement

The terms and conditions constitute the whole of the agreement between us and you relating to the matters dealt with herein. No undertaking, representation, warranty, guarantee, term or condition relating to the subject matter of the terms and conditions not incorporated therein will be binding on you or us. Any change or addition to the terms and conditions will only be valid if it is made by us under the section headed "Changes to Terms and Conditions" above.

Addresses

You select as your chosen address (domicile) for the purposes of receiving legal process and notices, the address furnished when you registered for the Dornier Wine Club, or ordered products. We may send you any notices (other than legal process) by email. You will promptly tell us if your address changes.

Provisions are severable

Each provision of the terms and conditions is severable from the other provisions. If any provision is or becomes unenforceable for any reason, then the remaining provisions will remain binding.

Cession and delegation

You may not transfer your rights or duties under these terms and conditions. We may transfer our rights and duties under these terms and conditions without your consent.

Disputes and arbitration

All disputes arising in connection with the Dornier Wine Club, the supply of products and these terms and conditions must be referred to arbitration in terms of the expedited rules of the Arbitration foundation of Southern Africa (AFSA) (www.arbitration.co.za). The parties must agree on an arbitrator, failing which AFSA must appoint an arbitrator. The arbitration must be conducted in Cape Town, Republic of South Africa and in English. The ruling of the arbitrator is final. The unsuccessful party must pay the legal costs of the successful party on a scale as between attorney and client. Despite the above, we may apply to the appropriate court for urgent relief, or for judgment in relation to a liquidated claim. Contact email: wineclub@dornier.co.za