RULES AND PARTICULARS

By entering the competition, all participants confirm and agree that they have read, understand and shall comply with the following terms and conditions:

- Your entry into the competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of the terms and conditions on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons ("your partner").
- The Organiser of the competition is Du Toitskloof Wines in conjunction with Multichoice's KykNet.
- The competition is open to all residents of South Africa who are 18 (eighteen) years old at commencement of the competition.
- The competition period will run from 3 July 2015 to 12 August 2015. The competition closes at 24:00 on 12 August 2015.
- Producers, directors, members, agents and employees of Du Toitskloof Wines, KykNet, with specific reference to KykNet, as well as the spouses, life partners, natural or adopted parents, children, brothers or sisters of any of the aforementioned, are not eligible to enter the competition.
- The winner of the competition will receive two VIP tickets to the Silwerskerm Film Festival taking place on 28 and 29 August at The Bay Hotel in Camps Bay, Cape Town, Western Cape province. The prize also includes accommodation and travel within South Africa. All travel and accommodation arrangements will be made in conjunction with the winner as far as possible, however, the final decision and arrangements will be taken at the sole discretion of the competition Organiser.
- To qualify for the draw of the competition winner, participants must purchase any bottle of Du Toitskloof wine during the competition period. The cash register slip must be kept as proof of purchase, otherwise participants will automatically be disqualified.
- To enter for the competition, participants must SMS the word "Silwerskerm" and the province in which the bottle of Du Toitskloof wine was purchased to 45633.

CONRADIE

- SMSs are charged at R1.50 per SMS. Free SMSs do not apply. There is no restriction on the amount of entries you may submit.
- It is your responsibility to ensure that your entry is received by us prior to the closure of the competition. Any entries which are not received by us prior to the closure of the competition will not be eligible to participate, regardless of the reason for the late entry. We and our affiliates are not responsible for any entries which are not received by us, whether timeously or at all, regardless of the cause thereof. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems.
- We and our affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to enter into, or obtain any materials related to, the competition.
- It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.
- The winner will be randomly selected by an automatic computer system and this process will be managed and supervised by independent observers in the presence of the Organiser.
- The winner will be contacted telephonically.
- The winner of the prize will be announced on 14 August 2015. In the event that the winner cannot, after reasonable efforts, be reached or cannot present the necessary cash register slip as proof of purchasing a bottle of Du Toitskloof wine during the competition period, the winner shall forfeit the prize and the Organiser may at its own discretion choose to conduct another random draw for the prize.
- In the event that you win a prize you agree to the publication of your name and to appear in person in the electronic media and the print media, and you agree, within reason, to endorse, promote or advertise our goods or services, for which no fee will be payable.

- Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. KykNet will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the competition and your acceptance and/or use of a prize.
- We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that –
    - your entry or participation in the competition will necessarily result in you winning a prize;
    - a prize, or any aspect thereof, will meet your, or, if applicable, your partner's, requirements, preferences, standards or expectations; or
    - a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
- We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the provision of any element of a prize or any changes to a prize that may be made at any time.
- Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.
- You may not win a prize if it is unlawful for us to supply such a prize to you. If you do win such a prize, you will forfeit it.
- You must possess whatever documents and permissions that may be required in order to accept and use a prize, including, as regards international travel, a valid passport and all necessary visa and travel documentation, which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such minimum form and for such minimum period after the prize date as may be required by the relevant authorities.
- The winners will be notified by means of the contact details provided to us. If we are, or a third party supplier is, unable to contact a winner within 30 days or if the winner is unable to collect the prize within 60 days, the winner will forfeit the prize and KykNet reserves the right to re-draw a new winner under the same conditions.

- We may require you to provide us with such additional information as we may reasonably require in order to process and facilitate your acceptance and/or use of a prize.
- In the event that you win a prize provided by a third party supplier, the supplier will contact you to arrange the collection thereof. In this regard, you must collect the prize at the time and date arranged with the supplier of the prize. All correspondence regarding the prize must be directed at the supplier of the prize. KykNet will not be responsible for any further correspondence, harm, damage, loss or claim relating to the provision of any element of the prize.
- We and our third party suppliers, as the case may be, reserve 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 which we deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of this competition and acknowledge that you will have no recourse against us, our affiliates and third party suppliers.
- You agree that your participation in the competition, and your acceptance and/or use of a prize, or any aspect thereof, is at your own risk.
- We and our affiliates will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by your participation in the competition or the acceptance and/or use by you, or your partner (if applicable), of any prize, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.
- You, and in the event of your death, your family, dependants, heirs, assignees or any other beneficiaries of your estate, indemnify and hold us and our affiliates harmless against any claim by you, or your partner (if applicable), (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any injury, loss, liability, expense and/or damage which you may suffer, howsoever arising, in relation to your entry into this competition and/or acceptance and/or use by you of a prize.

- You acknowledge that the acceptance and use of a prize is subject to the proviso that -
    - all of the terms and conditions will apply to both you and your partner (if applicable), and you will ensure that your partner agrees to be bound and complies, and will continue to comply, therewith;
    - you will take full responsibility for your partner;
    - you indemnify and hold us and our affiliates harmless against any claim by your partner or any third party in the event that your partner suffers any loss or damage pursuant to your partner's acceptance and/or use of a prize.
- If you fail or, if your partner (if applicable) fails, to comply with any of the terms and conditions, then without prejudice to any other remedy which we may have, –
- you will be automatically disqualified and you will forfeit the prize/s (in the event that you have already won a prize);
- you will pay us for any loss or damage incurred by us directly or indirectly as a result of your (or, if applicable, your partner's) non-compliance, including all of our legal costs (including attorney and own client costs) which we may incur in taking any steps pursuant to your (or your partner's) non-compliance; and
- you indemnify and hold us and our affiliates harmless against any claim by any person, (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising in relation to your failure (or that of your partner, if applicable) to comply therewith.
- For purposes hereof, "affiliate" means our partners, co promoters and sponsors of this competition, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.
- These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa

- KykNet and the judges' decision on any matter concerning the competition and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.