



TRADER ASPECT

TERMS AND CONDITIONS - Porcupine Ridge Pizzeria Challenge 2024

1. INTRODUCTION AND COMPETITION DETAILS

- 1.1. Porcupine Ridge, a division of Boekenhoutskloof Winery (Pty) Ltd ("**Porcupine Ridge**"), aims to promote its brand through identifying South Africa's favourite pizzeria as voted for by its customers ("**Porcupine Ridge Pizzeria Challenge**").
- 1.2. Establishments participating in the Porcupine Ridge Pizzeria Challenge will stand a chance to be awarded as either:
 - 1.2.1. the overall winner, being the "Number One" pizzeria in South Africa (i.e. the establishment receiving the most votes from its customers) and win:
 - 1.2.1.1. Porcupine Ridge wine supply for 6 (six) months, calculated by the number of cases (6 x 750ml) purchased of Porcupine Ridge wine during the Term (as defined below) multiplied by 3 (three);
 - 1.2.1.2. custom Porcupine Ridge branded POS to the value of R15,000.00;
 - 1.2.1.3. a winner's signage (plaque) and
 - 1.2.1.4. media and social media coverage.
 - 1.2.2. the second-place winner (i.e. the establishment receiving the second most votes from its customers) and win:
 - 1.2.2.1. Porcupine Ridge wine supply for 4 (four) months, calculated by the number of cases (6 x 750ml) purchased of Porcupine Ridge wine during the Term (as defined below) multiplied by 2 (two);
 - 1.2.2.2. custom Porcupine Ridge branded POS to the value of R7,000.00;
 - 1.2.2.3. a "Top 10" acknowledgment signage (plaque) and
 - 1.2.2.4. media and social media coverage.
 - 1.2.3. the third-place winner (i.e. the establishment receiving the third most votes from its customers) and win:
 - 1.2.3.1. Porcupine Ridge wine supply for 3 (three) months, calculated by the number of cases (6 x 750ml) purchased of Porcupine Ridge wine during the Term (as defined below) multiplied by 1,5 (one and a half);
 - 1.2.3.2. custom Porcupine Ridge branded POS to the value of R4,000.00;
 - 1.2.3.3. a "Top 10" acknowledgment signage (plaque) and
 - 1.2.3.4. media and social media coverage.
 - 1.2.4. one of the "Top 10" pizzerias in South Africa (i.e. establishments receiving the fourth to tenth most votes from their customers) and:
 - 1.2.4.1. receive acknowledgment (and bragging rights!) through media and social media coverage;
 - 1.2.4.2. "Top 10" acknowledgment signage (plaque); and

- 1.2.4.3. win back the initial 6 cases purchased from Porcupine Ridge during the Term (as defined).
- 1.3. Porcupine Ridge intends to announce the winners of the awards during November 2024.
- 1.4. Customers may vote for their favourite participating pizzeria numerous times and for multiple participating pizzerias via QR-code which, once scanned, redirects to: www.VOTEPIZZA.wine.

2. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 2.1. Participation in the Porcupine Ridge Pizzeria Challenge constitutes a:
 - 2.1.1. binding acceptance of the terms and conditions contained herein; and
 - 2.1.2. confirmation of having read and understood the content of the terms and conditions contained herein.

3. QUALIFICATION CRITERIA

- 3.1. In order for an establishment to be eligible to qualify for the Porcupine Ridge Pizzeria Challenge, it must:
 - 3.1.1. offer pizzas to customers as a regular feature of its business; and
 - 3.1.2. have a valid liquor license.

(“Eligible Establishments”)
- 3.2. Qualification to the Porcupine Ridge Pizzeria Challenge commences on 1 September 2024.
- 3.3. In order for Eligible Establishments to qualify to participate in the Porcupine Ridge Pizzeria Challenge, Eligible Establishments are required to indicate its intention to participate in the Porcupine Ridge Pizzeria Challenge in writing by:
 - 3.3.1. notifying their respective Vinimark representative;
 - 3.3.2. registering online at www.VOTEPIZZA.wine/sign-up; or
 - 3.3.3. notifying Porcupine Ridge by email (clarissa@boekenhouts kloof.co.za).

(“Qualification Criteria”)
- 3.4. There is no due date for Eligible Establishments to meet the Qualification Criteria in order for it to qualify to participate in the Porcupine Ridge Pizzeria Challenge, provided the Qualification Criteria are met during the Term (as defined below).

4. PARTICIPATION REQUIREMENTS

- 4.1. Once an Eligible Establishment has qualified to participate in the Porcupine Ridge Pizzeria Challenge, Eligible Establishments are required to:
 - 4.1.1. list on either its wine list / blackboard / or supplied table-talker:
 - 4.1.1.1. 1 x Porcupine Ridge white/rosé wine; and
 - 4.1.1.2. 1 x Porcupine Ridge red wine; and
 - 4.1.2. purchase 6 (six) full cases of any of the wines listed to suffice the listing requirements above. Please note this is not 6 cases per wine listed, but rather a combination to the discretion of the Eligible Establishment.

(“Participation Requirements”)
- 4.2. There is no due date for Eligible Establishments to satisfy the Participation Requirements, however, participation by Eligible Establishment/s in the Porcupine Ridge Pizzeria Challenge after the Commencement Date (as defined below) shall only commence once the Participation Requirements are fulfilled in totality.

5. DURATION

- 5.1. All Eligible Establishments who have met the Qualification Criteria and Participation Requirements (**“Participating Pizzeria/s”**) shall commence their participation in the Porcupine Ridge Pizzeria Challenge on 1 September 2024 (**“Commencement Date”**) until 31 October 2024 (**“the Term”**).

- 5.2. Eligible Establishments who meet the Qualification Criteria and Participation Requirements after the Commencement Date shall not be afforded any extension or provisions to place it on par with Participating Pizzerias who participated in the Porcupine Ridge Pizzeria Challenge prior to such late Participating Pizzeria. It is to the Eligible Establishment's advantage to meet the Qualification Criteria and Participation Criteria as soon as possible to ensure it participates in the Porcupine Ridge Pizzeria Challenge for the full duration of the Term.
- 5.3. Participating Pizzerias shall remain bound by the terms and conditions and the obligations imposed on it for the full duration of the Term.

6. YOUR OBLIGATIONS

- 6.1. Upon the Commencement Date (or such later date upon which the Participating Pizzeria satisfies the Participating Requirements), the Participating Pizzeria/s shall:
 - 6.1.1. promote and actively encourage its customers to participate in the Porcupine Ridge Pizzeria Challenge and purchase Porcupine Ridge wine from the Participating Pizzeria;
 - 6.1.2. adequately display the Porcupine Ridge Pizzeria Challenge and Porcupine Ridge promotional material provided to it by Porcupine Ridge at its premises and on its social media platforms and/or websites;
 - 6.1.3. promptly notify Porcupine Ridge should the promotional material and/or wine provided by Porcupine Ridge for the Porcupine Ridge Pizzeria Challenge run low on supply so as to continuously ensure an adequate supply of the promotional material and wine at its premises;
 - 6.1.4. provide Porcupine Ridge with adequate logos and social media handles in order for Porcupine Ridge to utilise it to post content on its social media platforms and/or websites;
 - 6.1.5. grant Porcupine Ridge the right to display Porcupine Ridge's branding at the Participating Pizzeria's premises;
 - 6.1.6. grant Porcupine Ridge the right to display the Participating Pizzeria's branding on any/all of its social media platforms and/or websites for the duration of the Porcupine Ridge Pizzeria Challenge and subsequent months thereafter;
 - 6.1.7. grant the right to Porcupine Ridge to direct the content of all social media posts with the Participating Pizzeria's branding in relation to the Porcupine Ridge Pizzeria Challenge;
 - 6.1.8. train its staff regarding the details and instructions regarding the Porcupine Ridge Pizzeria Challenge;
 - 6.1.9. appoint and designate a person responsible for the day-to-day co-ordination between Porcupine Ridge and the Participating Pizzeria in relation to the planning and management of the Porcupine Ridge Pizzeria Challenge and the performance of its obligations contained herein;
 - 6.1.10. perform its obligations in a professional and efficient manner;
 - 6.1.11. not to do anything or omit to do anything which in any manner whatsoever is likely to adversely affect the name, business or goodwill of Porcupine Ridge;
 - 6.1.12. maintain a valid liquor license throughout the duration of the Term; and
 - 6.1.13. co-operate and participate in any of Porcupine Ridge's marketing activities, to appear in person in the electronic media and/or the print/video media, and/or to endorse, promote or advertise any of Porcupine Ridge's wines, for which no fee, royalty or other compensation will be payable.

7. PORCUPINE RIDGE OBLIGATIONS

- 7.1. Upon the Commencement Date (or such later date upon which the Participating Pizzeria satisfies the Participating Requirements), Porcupine Ridge shall:

- 7.1.1. add the Participating Pizzeria/s to the list of participants on the www.VOTEPIZZA.wine website so as to ensure the Participating Pizzeria/s are able to receive votes from its customers;
- 7.1.2. within Porcupine Ridge's reasonable standard delivery period, deliver the Porcupine Ridge Pizzeria Challenge and Porcupine Ridge promotional material (including bill inserts, takeaway pizza box stickers and table-talkers) and required Porcupine Ridge wine to the Participating Pizzeria's premises as and when the Participating Pizzeria/s require supply;
- 7.1.3. provide access to Participating Pizzerias to the campaign logo device to self-promote through its social media channels. Porcupine Ridge undertakes to re-share any Participating Pizzeria that tags Porcupine Ridge on social media;
- 7.1.4. provide social media acknowledgement of newly signed up Participating Pizzerias on its social media platforms;
- 7.1.5. appoint and designate a person responsible for the day-to-day co-ordination between Porcupine Ridge and the Participating Pizzeria in relation to the planning and management of the Porcupine Ridge Pizzeria Challenge and the performance of its obligations contained herein; and
- 7.1.6. regularly keep the Participating Pizzerias updated on their performance in the Porcupine Ridge Pizzeria Challenge.

8. PRIZES AND AWARDS

- 8.1. Porcupine Ridge does not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, makes no representation or warranty that –
 - 8.1.1. a Participating Pizzeria's entry or participation in the competition will necessarily result in it winning a prize;
 - 8.1.2. a prize, or any aspect thereof, will meet a Participating Pizzeria's requirements, preferences, standards or expectations; or
 - 8.1.3. a prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
- 8.2. Porcupine Ridge and its 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.
- 8.3. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.
- 8.4. Participating Pizzeria/s may not win a prize if it is unlawful for Porcupine Ridge to supply such a prize to it. If a Participating Pizzeria wins such a prize, it will be forfeited.
- 8.5. Porcupine Ridge may invite Participating Pizzeria/s to be present when the prize winners are determined or announced, to participate in any of its marketing activities, to appear in person in the electronic media and/or the print/video media, and/or to endorse, promote or advertise any of Porcupine Ridges goods or services, for which no fee, royalty or other compensation will be payable.

9. BREACH AND TERMINATION

- 9.1. Notwithstanding any other provision contained herein, the Porcupine Ridge Pizzeria Challenge may be terminated either wholly for all Participating Pizzerias or for an individual Participating Pizzeria (as the case may be) during the Term by Porcupine Ridge if:
 - 9.1.1. a Participating Pizzeria commits a breach of any of its obligations, and where a breach is capable of being remedied, fails to remedy such breach within two (2) days of the date of any written notice from Porcupine Ridge requiring it to rectify such breach;

- 9.1.2. a petition for the liquidation of a Participating Pizzeria is filed in court, a resolution is passed to place it in liquidation, a Participating Pizzeria becomes insolvent, enters into any composition arrangements or ceases to carry on its operations or business; and/or
 - 9.1.3. the continuance of the Porcupine Ridge Pizzeria Challenge is rendered in Porcupine Ridge's sole discretion as impossible or so impractical as reasonably considered impossible in the circumstances for reasons not anticipated by Porcupine Ridge upon the Commencement Date or reasons beyond the reasonable control of Porcupine Ridge. For avoidance of doubt, financial constraints and/or insufficient resources within Porcupine Ridge may trigger the termination event contained in this clause.
- 9.2. For the purposes of this clause, "**Force Majeure**" means an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible, but is not limited to, pandemics, war, riots, civil disorder, earthquake, storm, flood or adverse weather conditions, strikes, lockouts or other industrial action, terrorist acts, confiscation or any other action by government agencies. In this regard:
- 9.2.1. the failure of a party to fulfil any of its obligations hereunder shall not be considered a breach or default of the terms and conditions contained herein insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures all with the objective of carrying out the terms and conditions contained herein.
 - 9.2.2. a party affected by an event of Force Majeure shall notify in writing the other party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
 - 9.2.3. should the Force Majeure continue for a period of 10 (ten) days or more, the Porcupine Ridge Pizzeria Challenge may be suspended, postponed and/or terminated, either wholly for all Participating Pizzerias or for an individual Participating Pizzeria (as the case may be), upon notification by Porcupine Ridge to such effect.

10. **LIABILITY**

- 10.1. Porcupine Ridge and its affiliates will not be liable for any harm, damage, loss or claim relating to the participation of the Participating Pizzeria/s in Porcupine Ridge Pizzeria Challenge or any additional expenses incurred by it associated with its participation in the Porcupine Ridge Pizzeria Challenge.
- 10.2. If during the Term, a Participating Pizzeria's participation in the Porcupine Ridge Pizzeria Challenge is terminated for reasons caused due to a breach by such Participating Pizzeria, such Participating Pizzeria shall return all promotional and marketing material supplied by Porcupine Ridge within such period as required by Porcupine Ridge.

11. **INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

- 11.1. Save for the rights granted to either party as contained herein, all intellectual property rights, including but not limited to copyright, patents, designs, trademarks, marks, logos, trade names, brand names and/or slogans, marketing and promotional material, owned or acquired by either party prior to or after the Commencement Date shall be and shall remain the exclusive property of such party and neither party shall acquire any rights or interest in the other party's intellectual property rights through participating in the Porcupine Ridge Pizzeria Challenge.
- 11.2. The Participating Pizzerias agree not to disclose to any third party, whether during the Term or at any time thereafter, any confidential information, including but not limited to information relating to Porcupine Ridge's technical, commercial, marketing operations, strategies, or other information received or obtained by it pursuant to its participation in the Porcupine Ridge Pizzeria Challenge.

12. **NO AMENDMENT OR WAIVER**

- 12.1. These terms and conditions constitute the entire agreement between the parties and supersede all and any prior oral or written undertakings, agreements or understandings between them. No amendment hereof, or any related representation, oral agreement or waiver of the terms and conditions shall be binding unless reduced to writing and signed by Porcupine Ridge and the relevant Eligible Establishment or Participating Pizzeria.