

# Website terms and conditions

## 1. Introduction

1.1. This website can be accessed at [www.meistermarket.co.za](http://www.meistermarket.co.za), related mobi-sites and software applications (the “**Website**”) and is owned and operated by DGB

1.2. These Website Terms and Conditions (“**Terms and Conditions**”) govern the ordering, sale and delivery of Goods, and the use of the Website.

1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”). ***By using the Website and by clicking on the “Register Now”/”Sign up” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.***

1.4. The Website enables you to shop online for an extensive range of goods which may include products and apparel, (“**Goods**”).

## 2. Important Notice

2.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).

2.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -

2.2.1. may limit the risk or liability of DGB; and/or

2.2.2. may create risk or liability for the user; and/or

2.2.3. may compel the user to indemnify DGB; and/or

2.2.4. serves as an acknowledgement, by the user, of a fact.

2.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.

2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask DGB to explain it to you before you accept the Terms and Conditions or continue using the Website.

2.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or DGB in terms of the CPA.

2.6. DGB permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

2.7. These Terms and Conditions are divided into three sections, as follows:

- Part A – Orders and Sales;
- Part B – Privacy Policy; and
- Part C – General Legal Terms.

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## **PART A – ORDERS AND SALES**

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### **4. Registration and use of the Website**

4.1. Only registered users may order Goods on the Website.

4.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to DGB. You will need to use your unique username and password to access the Website in order to purchase Goods.

4.3. You agree and warrant that your username and password shall:

4.3.1. be used for personal use only; and

4.3.2. not be disclosed by you to any third party.

4.4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

4.5. 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.

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

4.7. By using this website you warrant that you are 18 (eighteen) years of age or older and of full capacity.

4.8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

4.9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

4.10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Company representative.

## **5. Conclusion of Sales and availability of stock**

5.1. Registered users may place orders for Goods, which DGB may accept or reject. Whether or not DGB accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by DGB for the Goods.

5.2. NOTE: DGB will indicate the acceptance of your order by delivering the Goods to you, and only at that point will an agreement of sale between you and DGB come into effect (the "Sale"). This is regardless of any communication from DGB stating that your order or payment has been confirmed. DGB will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

5.3. Orders may not be cancelled after receipt of payment of the Goods by DGB. After dispatch of your Goods, you may cancel the Sale only in accordance with the Returns Policy.

5.4. Placing Goods in a shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available. You cannot hold DGB liable if such Goods are not available when you complete or attempt to complete the purchase cycle at a later stage.

5.5. You acknowledge that stock of all Goods on offer is limited. In the case of Goods for sale by DGB, DGB will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer

available after placing an order, DGB will notify you and you will be entitled to a refund of the amount paid by you for such Goods.

## **6. Payment**

6.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

6.2. Payment can be made for Goods via Instant EFT via Payfast;

6.3. You may contact us via email at [jagermeister@meistermarket.co.za](mailto:jagermeister@meistermarket.co.za) obtain a full record of your payment. We will also send you email about your order and payment.

6.4. Once you have selected your payment method and you accept these Terms and Conditions, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

## **7. Delivery of goods**

7.1. DGB offers one method of delivery of Goods to you, which is via courier.

7.2. Please see details of our delivery and shipping terms and conditions in our FAQ: Shipping Information, which is incorporated by reference.

7.3. Some items (heavy or large, based on volumetric weight) may carry additional delivery fees. These additional fees are included in the delivery cost upon checkout.

7.4. Where it accepts your order, DGB will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment (“**Delivery Period**”). We will notify you if we are unable to deliver the Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.

## **8. Errors**

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

## **9. Vouchers, Coupons and Referral Bonuses**

9.1. DGB may from time to time make electronic gift vouchers (“**Vouchers**”) and electronic promotional coupons (“**Coupons**”) available for use on the Website towards the purchase of meister market products and their expiry dates cannot be extended. More specifically:

### **9.2. Vouchers**

9.2.1. Vouchers are valid for 3 years after sale. If your Voucher has not been used within that period, it will expire.

9.2.2. Vouchers cannot be used to buy other Vouchers or Coupons, and are not transferable. Vouchers do not accrue interest and are not refundable for cash once purchased.

9.2.3. If your Voucher value is insufficient for the order you wish to place, you may make up the difference by paying via one of our other payment methods.

### **9.3. Coupons**

9.3.1. Coupons are issued electronically in DGB’s sole discretion. Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.

9.3.2. As a general rule, and unless specified otherwise on the specific Coupon itself:

9.3.2.1. a Coupon can only be used once, with promotional offers on the Website;

9.3.2.2. only one Coupon can be used per person unless DGB specifies otherwise; and

9.3.2.3. the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.

9.3.3. Coupons cannot be used to buy Vouchers or other Coupons, cannot be exchanged for cash, and are not transferable to any other person.

9.3.4. If DGB is running a special on the Website where a discount is automatically applied upon check-out, and you try to redeem a Coupon as well, the Website will automatically apply the promotion of greater value or benefit to you.

#### **9.4. Site Promotions**

From time to time DGB will run promotions. These promotions will either be on selected products or site wide. For each promotion there will be specific terms and conditions. Promotions may require the customer to apply the stated promo-code to their cart during the check-out process.

9.4.1. Promo-code discounts, even if site wide, will only apply to physical product. No promo-code discount will be applied to gift vouchers/cards.

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## **PART B – PRIVACY POLICY**

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### **10. Privacy policy**

10.1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed below.

10.2. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to -

10.2.1. your name and surname;

10.2.2. your email address;

10.2.3. your physical address;

10.2.4. your gender;

10.2.5. your mobile number; and

10.2.6. your date of birth.

10.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

10.4. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

10.5. Subject to clause 10.6 below, we will not, without your express consent:

10.5.1. use your personal information for any purpose other than as set out below:

10.5.1.1. in relation to the ordering, sale and delivery of Goods;

10.5.1.2. to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);

10.5.1.3. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and

10.5.1.4. to improve your experience on our Website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with us; or

10.5.2. disclose your personal information to any third party other than as set out below:

10.5.2.1. to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

10.5.2.2. to our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);

10.5.2.3. to our suppliers in order for them to liaise directly with you in the event of you submitting a warranty claim regarding any Goods you have purchased which requires their involvement; and

10.5.2.4 pursuant to a corporate transaction in terms of which we sell any of our businesses or assets to a buyer of such businesses or assets.

10.6. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, order of court or legal process served on us, or to protect and defend our rights or property.

10.7. We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations (save as permitted herein) in relation to your personal information.

10.8. We will -

10.8.1. treat your personal information as strictly confidential;

10.8.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

10.8.3. provide you with access to your personal information to view and/or update personal details;

10.8.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

10.8.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request;

10.8.6. upon your request, promptly return or destroy any and all of your personal information in our possession or control; and

10.8.7. not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

10.9. DGB undertakes never to sell or make your personal information available to any third party other than as provided for in this policy, unless we are compelled to do so by law. In particular, in the event of a fraudulent online payment, DGB reserves the right to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

10.10. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

10.11. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than DGB, DGB SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT



OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD-PARTY. This is because we do not regulate or control how that third party uses your personal information.

10.12. This Website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “**Cookies**” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. ***If you do accept a “cookie”, you thereby consent to our use of any personal information collected by us using that cookie subject to the provisions of this clause 10.***

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## **PART C – GENERAL LEGAL TERMS**

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### **11. Changes to these terms and conditions**

11.1. DGB may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

11.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

### **12. Electronic communications**

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 10 above.

### **13. Ownership and copyright**

13.1. 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, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“Website Content”) are protected by law, including but not

limited to copyright and trade mark law. The Website Content is the property of DGB, its advertisers and/or sponsors and/or is licensed to DGB.

13.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

13.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact our Admin Manager at [jagermeister@meistermarket.co.za](mailto:jagermeister@meistermarket.co.za).

13.4. Where any of the Website Content has been licensed to DGB or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## **14. Disclaimer**

14.1. The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

14.2. Whilst DGB takes reasonable measures to ensure that the content of the Website is accurate and complete, DGB 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.

14.3. DGB disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

14.4. Although Goods 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.

14.5. Any views or statements made or expressed on the Website are not necessarily the views of DGB, its directors, employees and/or agents.

14.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, DGB also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the

operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of DGB its employees, agents or authorised representatives. DGB thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

## **15. Linked third party websites**

15.1. This Website may contain links or references to other websites (“**Third-Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and DGB is not responsible for the practices and/or privacy policies of those Third Party Websites or the “cookies” that those sites may use.

15.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

## **16. Limitation of liability**

16.1. DGB cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of DGB, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to [jagermeister@meistermarket.co.za](mailto:jagermeister@meistermarket.co.za)

16.2. DGB 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.

16.3. YOU HEREBY INDEMNIFY DGB AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE

## **17. Availability and termination**

17.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

17.2 DGB may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that DGB will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time and to the extent possible.

17.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

## **18. Governing law and jurisdiction**

18.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

18.2 Nothing in this clause 18 or the Terms and conditions limit your right to approach any courts, tribunal or forum of competent jurisdiction in terms of the CPA.

## **19. Notices**

19.1 DGB hereby selects (724 16th Rd Randjespark, Halfway House Estate, 1685) as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("**nominated address**"). DGB may change this address from time to time by updating these Terms and Conditions.

19.2 You hereby select the address specified on the Goods order form as your nominated address, but you may change it to any other physical address by giving DGB not less than 7 days' notice in writing.

19.3 Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -

- 19.3.1. by hand will be deemed to have been received on the date of delivery;
- 19.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
- 19.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
- 19.3.4. by email will be deemed to have been on the date indicated in the “Read Receipt” notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION** to serve as proof that an email has been received.

## **20. DGB information**

For the purposes of the ECT Act, DGB’s information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

### **20.1. Full name:**

DGB (Pty) Ltd  
Postal Address  
P.O. Box 7896  
Halfway House  
1685

DGB (Pty) Ltd Vat number: 4490105063

**20.2. Physical address for receipt of legal service (street address):** 724 16th Rd  
Randjespark, Halfway House Estate, 1685

## **21. General**

- 21.1. DGB may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user’s right to use the Website or any of its contents subject to us processing any orders then already made by you.
- 21.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

21.3. Any failure on the part of you or DGB to enforce any right in terms hereof shall not constitute a waiver of that right.

21.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

21.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

21.6. No indulgence, extension of time, relaxation or latitude which any party (the “**grantor**”) may show grant or allow to the other (the “**grantee**”) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

21.7 These Terms and Conditions contain the whole agreement between you and DGB and no other warranty or undertaking is valid, unless contained in this document between the parties.

**Liquor licence:**

**APPLICATION IN TERMS OF SECTION 49(6) OF THE LIQUOR ACT, ACT 4 OF 2008:**

**PREMISES NAME:** Old Road Wine Co

The applicant is the holder of a licence for the sale of liquor for consumption both on- and off the premises where the liquor is sold under reference number WCP/042501 in respect of Old Road Wine Co. with premises situated at Remainder of portion 17 (a consolidation of portion 16 and portion 15). Of the Farm No 1076 Franschhoek, in the Stellenbosch Municipality, Division Paarl, Western Cape Province, situated at Franschhoek Vineyards, Main Road 7690