

Website Terms and Conditions:

Acceptance of Terms

The Grape Company (Pty) Ltd permits the use of this Website subject to these terms and conditions ("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. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, including in one of our supplier's terms & conditions, the Terms and Conditions as contained herein will prevail.

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Privacy Policy:

The Grape Company (Pty) Ltd has a strong commitment to providing excellent service to all of our customers and visitors of this Website, including respecting concerns about privacy. The Grape Company (Pty) Ltd will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally this information is requested when making reservations; when requesting a particular service. 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.

The purposes for which The Grape Company (Pty) Ltd will use your personal information are as follows: to transact with you via the website or email regarding purchase and reservation, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

The Grape Company (Pty) Ltd shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on The Grape Company (Pty) Ltd; (b) to protect and defend the rights or property of The Grape Company (Pty) Ltd, and (c) for the purposes of

distributing same to various employees and/or third parties who assist The Grape Company (Pty) Ltd in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a website can use to recognise repeat users, facilitate the user's on going access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. 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; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on our Websites.

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The Grape Company (Pty) Ltd will:

- treat your personal information as strictly confidential;
- 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;
- promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- upon your request, promptly return or destroy any and all of your personal information in our possession or control.

We will 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.

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The Grape Company (Pty) Ltd reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

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The Grape Company (Pty) Ltd may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that The Grape Company (Pty) Ltd will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

Governing Law

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites 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 the terms and conditions pertaining to such services.