

## TERMS AND CONDITIONS



### 1. Definitions

1.1. Unless the context otherwise requires, the terms set out below shall have the following meanings:

- 1.1.1. **"Agreement"** means these terms and conditions, which shall govern the Auction;
- 1.1.2. **"Applicable Law/s"** means all laws, rules, regulations, guidelines and administrative requirements applicable to the Auction that are promulgated or prescribed by relevant competent authorities and/or other governmental or regulatory authorities;
- 1.1.3. **"Auction"** means the wholesale auction to be hosted by the Company on 16 August 2023 to 18 August 2023, online;
- 1.1.4. **"Company"** means Coca-Cola Beverages South Africa (Pty) Ltd;
- 1.1.5. **"Participant/s"** means a party who has been invited by the Company to participate in the Auction;
- 1.1.6. **"Personal Information"** shall include any information used to identify a person to whom the Personal Information relates and includes information related to: (i) race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth; (ii) education or the medical, financial, criminal or employment history; (iii) any identifying number, symbol, e-mail address, physical address, telephone, number, location information, online identifier or other particular assignment; (iv) biometric information of the person; (v) the personal opinions, views or preferences of the person; (vi) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vii) views or opinions of another individual about the person; and (viii) name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 1.1.7. **"Privacy Laws"** means all national, state or local laws, regulations, ordinances, or other government standard relating to the privacy, confidentiality or security of Personal Information, including any imposing of minimum security requirements, secure disposal of Personal Information, prohibition of unauthorized access, acquisition or use of Personal Information, or any laws governing general data privacy, data protection or data retention;
- 1.1.8. **"Processing"** means any operation or activity, whether automatic or not, concerning Personal Information, including: (i) collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (ii) dissemination by means of transmission, distribution or making available in any other form; or (iii) merging, linking, as well as restriction, degradation, erasure or destruction of information. The terms **"Process"** and **"Processed"** shall have corresponding meanings; and
- 1.1.9. **"Product/s"** means all Coca-Cola Beverages South Africa products that have been made available for purchase at the Auction.

### 2. Compliance

2.1. The Auction shall be conducted in accordance with this Agreement and in compliance with all Applicable Laws.

### 3. Auction

3.1. By participating in the Auction, Participants agree to the following rules of the Auction:

- 3.1.1. The submission of a bid by a Participant does not create a contract or any expectation of any future business relationship with the Company.
- 3.1.2. Prospective Participants will be invited by the Company via email to participate in the Auction. Every prospective Participant must, prior to the commencement of the Auction, register his/her details on the Company's online auction tool, consent to the terms of this Agreement and provide all necessary documentation if required.
- 3.1.3. The Auction will commence at the time published or announced by the Company and will not be delayed to enable any specific person or persons in general to take part in the Auction.
- 3.1.4. The currency applicable to the Auction shall be South African Rand (ZAR).
- 3.1.5. All bids will be exclusive of VAT, and VAT will be added to the bid price at the prevailing rate at the time the Auction is conducted. The bid price plus the VAT portion, including any other fees (where applicable), shall constitute the purchase price and shall be due and payable simultaneously.
- 3.1.6. The Products shall be sold by the Company to the highest bidder subject to the Company's reserve price, if any.
- 3.1.7. The Auction shall consist of lots, and each lot shall be regarded as a separate transaction.
- 3.1.8. If the Company makes any mistake, such mistake shall not be binding, but may be rectified by the Company.
- 3.1.9. Participants shall only submit bids via Menti.com. Unless otherwise advised by the Company, Participants shall not be permitted to submit bids in any other manner.
- 3.1.10. All bids submitted by Participants shall be deemed to be valid and binding without qualification.
- 3.1.11. The Company reserves its right to select and negotiate with any Participant of its choosing and to terminate such negotiations at any time, without incurring any liability. The Company further reserves its right to reject any or all bids received, or to withdraw the Auction at any time without reason.
- 3.1.12. Any bids submitted will be deemed to be valid for a period of 30 (thirty) days from date of submission.
- 3.1.13. Participants must at all times conduct themselves in an ethical manner and must immediately report to the Company, any unethical behaviour or behaviour which compromises the integrity of the Auction.
- 3.1.14. Participants must not directly or indirectly provide any form of inducement or reward to any representative of the Company nor to any of its employees, contractors and consultants in respect of the Auction.
- 3.1.15. If a Participant experiences any difficulties during the Auction, such Participant must immediately notify the relevant Company representative of such difficulty.
- 3.1.16. The Company reserves the right to reject any and/or all bids at the Auction.
- 3.1.17. If a dispute arises about any bid, the relevant lot may, at the Company's discretion be put up for Auction again.
- 3.1.18. If no bids are forthcoming during the Auction, the Company reserves the right to commence negotiations with any Participant upon the completion of the Auction.
- 3.1.19. Unless otherwise agreed, Participants shall not be entitled to collect any Products unless full payment is made to the Company.
- 3.1.20. The Company is at any time before the commencement of an Auction entitled to amend any detail of the Auction. Subject to the Company having been provided with the correct contact details, all Participants shall be notified timeously of any amendments made to the Auction. Participants must ensure that they have due regard to all amendments made to the Auction before submitting a bid.

#### **4. Product/s**

- 4.1. All Products are sold as is, in the condition and to the extent that the Products now lie, and absolutely as the Products stand.
- 4.2. Any Product/s purchased shall be at the risk of the successful Participant.

- 4.3. Unless otherwise directed by the Company, payment shall be made by way of an electronic funds transfer, provided that satisfactory proof of payment is furnished immediately on demand to the Company.
- 4.4. Should a Participant fail to make payment, the sale shall be cancelled, and the Company may immediately put the relevant Product/s up for Auction again or award the sale to the next best bid.
- 4.5. Successful Participants shall be responsible for payment of all costs and charges necessary to transport the Product/s.

## **5. Amendments**

5.1. The Company shall at any time before the Auction, have the right to:

- 5.1.1. Extend, suspend or cancel the Auction;
- 5.1.2. Change the requirements and/or conditions of the Auction; and
- 5.1.3. Alter any Products/s on auction.

## **6. Award / Rejection**

6.1. The Company may in its sole discretion:

- 6.1.1. Require additional information or clarification from a Participant;
- 6.1.2. Negotiate with one or more Participants;
- 6.1.3. Accept any bid without being obliged to provide reasons therefor; or
- 6.1.4. Accept part of a bid without being obliged to provide reasons therefor.

6.2. A bid will be rejected if it:

- 6.2.1. Is received after the Auction (or any extension thereof);
- 6.2.2. Contains any omissions, erasure, alteration, text addition or irregularity;
- 6.2.3. Fails to adhere to the terms of this Agreement; or
- 6.2.4. Includes information not freely available to other Participants, which information has been acquired through fraudulent and/or unethical means.

6.3. The Company's decision to award a lot shall be final and binding on all Participants.

6.4. If the Company suspects that a Participant is unable to fulfill a bid, the Company may in its sole discretion, either refuse to accept the bid, or elect to accept the bid provisionally, until such time as the Participant can satisfy the Company that the Participant can fulfill the bid.

## **7. Obligations of Successful Participants**

7.1. Successful Participants will be required to sign the Company's standard contractual terms. The Company will not accept any Participant terms and conditions. The successful Participant shall, if necessary, be required to sign all ancillary documentation pertaining to the subject matter of the Auction.

7.2. By participating in the Auction, successful Participants hereby consent to the Company conducting all necessary background checks, credit searches and bank detail confirmation checks.

## **8. No Liability**

8.1. The Company shall not at any time be liable or responsible for, nor be under any obligation to reimburse Participants for, any losses or expenses that may be incurred as a result of a Participant's participation in the Auction.

8.2. Notwithstanding anything contained herein, by participating in the Auction, all Participants accept, acknowledge and agree that the Company will not be held liable to any Participant for any losses, damages, expenses or harm of whatsoever nature and howsoever arising from the Auction and accordingly indemnify the Company against any such losses, damages, expenses or harm.

## **9. Breach**

9.1. If a Participant fails to carry out any obligation under this Agreement ("**Defaulting Participant/s**"), the Auction may be cancelled and the result thereof declared to be null and void. Should the Auction be cancelled or declared to be null and void, it shall be at the discretion of the Company as to whether the Auction should be repeated. The Defaulting Participant will be responsible for any losses, damages, expenses or harm sustained by reason of such default.

9.2. Defaulting Participants may be blacklisted by the Company and may be refused permission to participate in any future auctions and/or similar events.

## **10. Confidentiality**

Any information disclosed by the Company that, under the circumstances, ought to be treated as confidential information, shall be treated as confidential by all Participants and shall not be disclosed to any third parties or be used in any way other than for the purposes of the Auction. Furthermore, Participants agree and undertake to treat the terms and conditions of this Agreement, usernames, passwords, all content and all information pertaining to the Auction as confidential. If a Participant is required by operation of law to disclose the substance of this Agreement and/or a Participant's relationship with the Company, then in such case, a Participant must notify the Company in writing of such legal obligation and shall consult the Company regarding the legally required disclosure.

## **11. Personal Information**

11.1. Information collected from Participants shall be subject to the Company's Privacy Policy found at <https://www.ccbagroup.com/privacy-policy/>.

11.2. The Company and each Participant accept that a party or its data processor, who may in some instances reside outside local borders, may collect or Process Personal Information of the other party and/or its employees, affiliates, customers, consultants, agents or representatives. Each Participant hereby consents to the Processing of their Personal Information and shall procure the consent of their employees, affiliates, customers, consultants, agents or representatives.

11.3. The Company and each Participant will take all appropriate steps to ensure that any Processing of Personal Information complies with local Privacy Laws. At a minimum, all parties concerned shall take all reasonable steps to ensure that all Personal Information that is collected is complete, accurate, not misleading and updated. In addition, any Processing of Personal Information shall be for a specific, lawful purpose for a limited time and strictly in accordance with express written instructions. No party may carry out any related or further Processing activities for any other reason whatsoever without the express written consent of the other party, unless such further Processing is strictly conducted to comply with an obligation imposed by Applicable Law.

11.4. The parties shall take appropriate technical measures to ensure that the integrity of the Personal Information in their possession or under their control is secure and protected against

unauthorised or unlawful use, access, acquisition, disclosure, accidental loss, destruction or damage (which measures may include, encryption, resilience testing of systems and regular assessment of the effectiveness of implemented technical measures).

- 11.5. The Company and all Participants undertake to report any infringement relating to the manner in which Personal Information or other data is Processed to the affected party without delay. In the event that the disclosure is required by law, regulation or court order, the party concerned must promptly notify the affected party in writing (unless prohibited by law) of: (i) any requests from an individual with respect to Personal Information and shall not respond to any such requests unless expressly authorised to do so by the affected party; or (ii) any complaint relating to the Processing of Personal Information including, but not limited to, allegations that the Processing infringes an individual's rights under local Privacy Laws.
- 11.6. Upon the expiry or termination of the Auction or this Agreement for any reason whatsoever, all parties shall immediately cease handling Personal Information and return the Personal Information in a manner and format reasonably requested, or if specifically instructed to do so, immediately destroy or permanently delete all forms of Personal Information in its possession, power and/or control and provide the other party with a permanent destruction certificate.

## **12. Governing Law**

This Agreement and all matters arising directly or indirectly from this Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and subject to the courts of the Republic of South Africa.

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