



## SELF-POUR BEVERAGE SYSTEM POUR CARD - TERMS AND CONDITIONS OF USE

### 1. DEFINITIONS

In these Terms and Conditions:

- 1.1. **“Active Period”** means the 4 (four) hour period commencing from the time the Pour Card is activated at the Registered Venue, during which the card may be used on the Self-Pour System.
- 1.2. **“Activation”** means the process by which the Customer activates or reactivates the Pour Card at the Registered Venue, enabling use of the Self-Pour System.
- 1.3. **“Card Cost”** means the once-off, non-refundable fee charged for the physical Pour Card, payable at registration.
- 1.4. **“Customer”** means the individual who registers for and is issued a Pour Card at the Registered Venue.
- 1.5. **“Expiry Date”** means the date that is 6 (six) months from the date of the last activation on the Pour Card.
- 1.6. **“Pour Credits”** means the venue-specific usage credits purchased by the Customer and loaded onto the Pour Card, at a rate of 1 (one) Pour Credit per R1.00 (one rand) paid, which entitle the Customer to dispense beverages through the Self-Pour System at the Registered Venue.
- 1.7. **“Pour Card”** means the RFID card issued to the Customer for use on the Self-Pour System at the Registered Venue.
- 1.8. **“Registered Venue”** means the restaurant or establishment at which the Customer registered and was issued their Pour Card.
- 1.9. **“Self-Pour System”** means the self-pour beverage dispensing technology and platform through which the Pour Card is issued and operated at the Registered Venue.

## 2. REGISTRATION AND CARD ISSUANCE

- 2.1. To obtain a Pour Card, the Customer must register at the designated point at the Registered Venue.
- 2.2. As part of registration, and in order to confirm that the Customer is of legal age to purchase alcohol, the Customer must present a valid South African identity document or a valid South African driver's licence. No Pour Card will be issued without production of one of these documents.
- 2.3. The Registered Venue reserves the right to refuse to issue a Pour Card, without liability, if it has reasonable grounds to suspect fraudulent activity, misrepresentation or any other improper purpose.
- 2.4. At registration, the Customer must provide their full name, identity number and contact details (cell number and email address) to the Registered Venue.
- 2.5. At the time of registration, the Customer will be charged the Card Cost for the physical Pour Card. The Card Cost is a once-off, non-refundable purchase price for the physical card.
- 2.6. The Pour Card remains with the Customer after each visit to the Registered Venue and may be reused at the Registered Venue on future visits.
- 2.7 Only one Pour Card may be issued per Customer per Registered Venue.

## 3. AGE RESTRICTION

- 3.1. The Self-Pour System dispenses alcoholic beverages. In accordance with the Liquor Act and applicable provincial liquor legislation, the Self-Pour System may only be used by persons who are 18 years of age or older.
- 3.2. The Customer is strictly prohibited from:
  - 3.2.1. allowing any person under the age of 18 to use the Pour Card; or
  - 3.2.2. using the Pour Card to purchase or dispense beverages for consumption by any person under the age of 18.
- 3.3. The Customer assumes full responsibility and liability for any use of the Pour Card by a minor, whether or not such use was authorised by the Customer.

#### **4. POUR CREDITS**

- 4.1. The Self-Pour System operates on a Pour Credits basis. Before beverages can be dispensed, the Customer must purchase Pour Credits at the Registered Venue. Payment may be made by debit card, credit card or where accepted at the Registered Venue, cash. Pour Credits are loaded onto the Pour Card immediately upon successful payment.
- 4.2. The maximum number of Pour Credits that may be purchased per transaction is 1 000 (one thousand) Pour Credits (equivalent to R1 000.00).
- 4.3. Pour Credits are venue-specific. They may only be purchased and used at the Registered Venue and cannot be transferred to, or used at, any other location, including any other establishment that may also operate the Self-Pour System.
- 4.4. Pour Credits are not a deposit, prepayment, stored value or financial product. They do not constitute a financial product, earn no interest, and may not be exchanged for cash or transferred to another person.

#### **5. ACTIVATION AND ACTIVE PERIOD**

- 5.1. Before the Pour Card can be used on the Self-Pour System, it must be activated at the Registered Venue. Activation commences the Active Period of 4 (four) hours.
- 5.2. Once the Active Period expires, the Pour Card will be deactivated automatically. Any Pour Credits remaining on the card are not forfeited upon deactivation – they remain on the card and are available for use upon reactivation at the Registered Venue.
- 5.3. To reactivate a deactivated Pour Card, the Customer must present the card at the Registered Venue. Reactivation commences a new Active Period of 4 (four) hours.
- 5.4. The Active Period is deliberately limited to 4 (four) hours to promote responsible use of the Self-Pour System and to reduce the risk of unattended card use.
- 5.5. The Registered Venue reserves the right to refuse registration, refuse use of the Self-Pour System, or deactivate a Pour Card at any time if it has reasonable grounds to believe that
  - 5.5.1. the Customer is under the age of 18,
  - 5.5.2. that the Pour Card is being used by or on behalf of a minor, or
  - 5.5.3. that there has been any misuse or breach of these Terms and Conditions.

## **6. CARD SECURITY AND CUSTOMER LIABILITY**

- 6.1. THE POUR CARD HAS NO PIN, PASSWORD OR OTHER SECURITY PROTECTION. ANY PERSON WHO PHYSICALLY POSSESSES THE CARD CAN USE ANY REMAINING POUR CREDITS ON IT WITHOUT RESTRICTION.
- 6.2. The Customer is solely responsible for the safekeeping and custody of the Pour Card at all times. This obligation includes ensuring the Pour Card is not left unattended in circumstances where it may be accessed by a minor.
- 6.3. If the Customer's Pour Card is lost or stolen, the Customer must report this to Registered Venue immediately. The Registered Venue will use reasonable endeavours to deactivate the Pour Card upon receiving such report, but accepts no liability for any use of the Pour Card before deactivation is confirmed. No Pour Credits used prior to deactivation will be reinstated. Where the system permits, the Registered Venue may, at its discretion, transfer any remaining Pour Credits to a replacement Pour Card upon the Customer presenting valid proof of identity.

## **7. POUR CREDITS VALIDITY, EXPIRY AND NON-REFUNDABILITY**

- 7.1. Pour Credits are valid until the Expiry Date. Pour Credits that have not been used by the Expiry Date will lapse.
- 7.2. Pour Credits are non-refundable and may not be exchanged for cash.

## **8. PERMITTED USE AND RESTRICTIONS**

- 8.1. The Pour Card is strictly personal and non-transferable. It may only be used by the Customer in whose name it is registered.
- 8.2. The Pour Card is not a gift card or voucher and may not be gifted, sold, transferred or otherwise made available to any other person for their use. Any purported transfer is invalid, and the purported transferee acquires no rights in respect of the Pour Card or the Pour Credits.
- 8.3. The Pour Card may only be used to dispense beverages through the Self-Pour System. It may not be used to purchase or pay for any other goods, services or items at the Registered Venue or elsewhere.
- 8.4. The Customer undertakes to use the Self-Pour System responsibly and in compliance with all applicable laws, including applicable liquor legislation, and the Registered Venue's rules.

## 9. PERSONAL INFORMATION

- 9.1. The Registered Venue collects and processes the Customer's personal information solely for the following purposes:
- 9.1.1. registration and issuance of the Pour Card;
  - 9.1.2. age verification;
  - 9.1.3. operation and administration of the Self-Pour System; and
  - 9.1.4. compliance with applicable legal obligations.
- 9.2. Personal information is processed in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). The full Privacy Notice is available on the website.
- 9.3. The Customer has the right to access, correct or request deletion of their personal information by contacting the Information Officer via the Website.

## 10. LIMITATION OF LIABILITY

- 10.1. To the maximum extent permitted by law, neither the Registered Venue nor Tap For Tap shall be liable for:
- 10.1.1. loss, theft, misuse or unauthorised use of the Pour Card or loss of Pour Credits;
  - 10.1.2. any technical failure, system outage or malfunction of the Self-Pour System;
  - 10.1.3. the Customer's failure to reactivate the Pour Card after the expiry of an Active Period;
  - 10.1.4. the Customer's failure to use Pour Credits before the Expiry Date; or
  - 10.1.5. any indirect or consequential loss arising from use of the Pour Card or the Self-Pour System.
- 10.2. Nothing in these Terms and Conditions excludes liability to the extent that such exclusion is not permitted under applicable law.

## 11. GENERAL

- 11.1. These Terms and Conditions are governed by the laws of the Republic of South Africa.
- 11.2. These Terms and Conditions may be updated from time to time. The current version is always available on the Website and via the QR code displayed at the Registered Venue.
- 11.3. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions continue in full force.