

Terms and Conditions for Wood-Mizer Africa (Pty) Ltd Promotions

1. These Terms and Conditions ("**Terms**") apply to each promotion (each, a "**Promotion**") offered by Wood-Mizer Africa (Pty) Ltd (the "Company"). By participating in any Promotion, you (the "Participant") agree to these Terms:
 - 1.1. If any Promotion-specific terms conflict with these general Terms, the Promotion-specific terms will apply to that Promotion, except to the extent unlawful or inconsistent with mandatory applicable law.

2. Definitions

- 2.1. In these Terms, "**promotional materials**" means any advertisement, email, flyer, webpage, social-media post, dealer or reseller communication, quotation, point-of-sale material, entry form, competition rules or other material that describes a Promotion or explains how to participate in it.
- 2.2. "**Promotion**" means any promotional campaign, discount, special offer, price offer, bundle, benefit, giveaway, promotional competition, prize draw, incentive, rebate, voucher, free item, trial, demonstration or similar promotional arrangement offered or authorised by Wood-Mizer Africa (Pty) Ltd.
- 2.3. "**Participant**" means any customer, purchaser, recipient, claimant, winner or other person who enters, claims, redeems, accepts or otherwise participates in a Promotion.
- 2.4. "**Benefit**" means any discount, promotional price, special offer, prize, gift, voucher, rebate, promotional credit, accessory, service, upgrade, extended term or other promotional advantage offered under a Promotion.
- 2.5. "**Business day**" means any day other than a Saturday, Sunday or official public holiday in the country in which the relevant Promotion is administered, unless the promotional materials state a different meaning.

3. Eligibility

- 3.1. Promotions are open to all customers aged 18 years and above who are legally resident or ordinarily located in the country or region stated in the applicable promotional materials. Wood-Mizer Africa (Pty) Ltd may launch, advertise, target, accept or fulfil a Promotion outside South Africa where it considers, acting reasonably, that doing so complies in all material respects with applicable local law. If a Promotion is offered outside South Africa, the promotional materials should identify the relevant country, countries or region and any material territory-specific eligibility, availability, delivery, tax, compliance or local-law limitations of which Wood-Mizer Africa (Pty) Ltd is reasonably aware. If no country or region is stated, the Promotion applies only in territories in which Wood-Mizer Africa (Pty) Ltd lawfully offers the relevant goods or services and is able to fulfil the Promotion.
- 3.2. Employees, directors, officers, contractors, consultants and agents of Wood-Mizer Africa (Pty) Ltd, its affiliates and subsidiaries, and their immediate family members and members of the same household, are not eligible to participate.

4. Promotion Period

- 4.1. The Promotion will run from the start date specified in the promotional materials and continue until the stated end date or, where the Promotion is expressly limited by promotional stock, customer, territory, channel, time or other clearly stated material limits, until that promotional stock or limit is reached, whichever occurs first.
- 4.2. Wood-Mizer Africa (Pty) Ltd may make reasonable changes to the promotion period only where required by law, operational necessity, stock availability, supplier constraints, system failure, force majeure, or other circumstances beyond its reasonable control, provided that any change will not retrospectively deprive Participants of validly earned discounts, offers or other Benefits.

5. Promotion Details

- 5.1. The details of each Promotion, including any discounts, special offers, promotional prices or other Benefits, will be outlined in the promotional materials for each specific Promotion and must be approved through the mandatory internal Promotion checklist/template before publication or launch.
- 5.2. Unless expressly stated otherwise, all promotional prices are quoted exclusive of VAT. Where a price is displayed to a consumer or where applicable law requires VAT-inclusive pricing, the promotional materials must clearly and prominently disclose the total price payable inclusive of VAT and any other unavoidable charges known to Wood-Mizer Africa (Pty) Ltd at the time of the offer, or explain how those charges will be calculated where they cannot reasonably be determined in advance. Delivery, commissioning, training, installation, optional accessories, consumables, finance charges and any other costs not expressly included will be charged in addition, where applicable. These exclusions and any additional charges must be disclosed clearly and prominently in the relevant promotional materials before the Participant accepts or redeems the Promotion. Participants are responsible for any taxes, duties, levies, withholding, reporting obligations or similar charges that may arise from receiving, using or transferring any prize or Benefit, except to the extent Wood-Mizer Africa (Pty) Ltd is legally required to account for them.
- 5.3. Unless otherwise stated, promotional offers cannot be combined with any other promotions, discounts, or offers.
- 5.4. Unless expressly stated otherwise in the promotional materials or required by applicable law, any discount or special offer is applied at the time of purchase, is non-transferable and non-refundable, and may not be exchanged for cash, credit or other goods or services.

- 5.5. For each Promotion, the promotional materials will disclose clearly and prominently, before the customer accepts or redeems the Promotion, all of the following where applicable: the nature of the offer and the goods or services to which it applies; the qualifying criteria, exclusions, limits and any minimum purchase requirements; specific stock quantities, per-customer limits, territory limits, channel limits, time limits and other material limits where reasonably practicable; how VAT and any additional charges referred to above will be treated in respect of the Promotion; the steps required to accept, redeem or claim the offer; the identity of the supplier, being Wood-Mizer Africa (Pty) Ltd unless another supplier is clearly identified; and the place, date, time and method by which the offer may be accepted or redeemed.
- 5.6. If any promotional price, discount, offer or other information relating to a Promotion is incorrect as a result of an inadvertent or obvious error (i.e., an error that would be apparent to a reasonable person in the circumstances), Wood-Mizer Africa (Pty) Ltd will not be bound by the incorrect price, discount or offer once it has identified the error and has taken, or is taking, reasonable steps in the circumstances to correct the error and inform affected consumers of the error and the correct price, discount, offer or information. To the extent permitted by applicable law, Wood-Mizer Africa (Pty) Ltd may withdraw, correct or cancel any affected Promotion, quotation, order or transaction. This clause will not be used to avoid, reverse or reduce a Benefit that a Participant has validly earned or accepted where the error was not obvious to a reasonable person at the relevant time or where doing so would be prohibited by applicable law. If a consumer has already paid for the affected goods or services before the error is corrected, Wood-Mizer Africa (Pty) Ltd will preserve any refund, cancellation, delivery, performance, replacement or other remedy required by applicable consumer-protection law.

- 5.7. Any product images, specifications, capacities, performance, output, savings, productivity, durability, suitability or availability claims in promotional materials must be accurate, not misleading and supported by reasonable substantiation available to Wood-Mizer Africa (Pty) Ltd before the claim is published, communicated or used. Wood-Mizer Africa (Pty) Ltd must create and retain an internal claims-substantiation file for each Promotion that includes material performance or product claims, including the evidence relied on, key assumptions and limitations, approval history and the final approved claim wording. Wood-Mizer Africa (Pty) Ltd should retain reasonable records of material substantiation for claims used in a Promotion for as long as reasonably necessary to respond to customer, dealer, platform, regulator or legal queries. Promotional materials must also disclose any material assumptions, limitations, usage conditions, safety, installation, site or maintenance requirements, or applicable standards where necessary to avoid misleading customers or where they may affect the product's suitability, safe operation, performance or availability.
- 5.8. Where a Promotion refers to credit, instalment payments, financing, leasing, deferred payment, "from" monthly amounts or similar finance-related Benefits, the promotional materials must not be published or used until Wood-Mizer Africa (Pty) Ltd has obtained the relevant finance provider's written approval and any required legal approval. The promotional materials must clearly and prominently disclose the material finance terms, qualifying criteria, exclusions, costs and approvals required, including where applicable that amounts are indicative or "from" amounts only, the cash price, deposit, instalment amount, number and frequency of instalments, interest rate, fees, total cost of credit, residual or balloon payments, credit-provider identity, approval requirements, affordability or credit checks, and that any finance offer is subject to applicable credit laws and the terms of the relevant finance provider. Wood-Mizer Africa (Pty) Ltd does not grant credit under a Promotion unless it is expressly identified as the credit provider or is lawfully authorised to do so.

- 5.9. Promotions must not be designed, communicated or implemented in a manner that amounts to price fixing, market allocation, bid rigging, collusion, resale-price maintenance, unlawful exchange of competitively sensitive information or any other anti-competitive conduct. No Promotion authorises any dealer, reseller, distributor, customer or third party to agree prices, discounts, margins, territories, customers, tender outcomes, output, supply, stock allocation, trading conditions or competitively sensitive information with a competitor or other market participant, or to impose minimum or fixed resale prices except to the extent expressly permitted by applicable law. Nothing in these Terms or any Promotion is intended to facilitate or constitute anti-competitive conduct prohibited by applicable law.
- 5.10. Any dealer, reseller, distributor, agent or other third party that communicates, administers, fulfils or implements a Promotion must do so only as authorised by Wood-Mizer Africa (Pty) Ltd, must use current and approved promotional materials, must comply with these Terms, the Promotion-specific terms and all applicable laws, must not make unauthorised representations or vary these Terms or the Promotion-specific terms, must not translate, localise, adapt, edit, shorten, combine, republish or otherwise modify promotional materials unless Wood-Mizer Africa (Pty) Ltd has approved the change in writing, must not create separate promotions or incentives using Wood-Mizer Africa (Pty) Ltd's name, trade marks, product images or claims without written approval, and must promptly escalate customer queries, complaints, claims, suspected errors, suspected fraud or compliance concerns to Wood-Mizer Africa (Pty) Ltd. Wood-Mizer Africa (Pty) Ltd must ensure that these obligations are mirrored in applicable dealer, reseller, distributor or campaign agreements, or in a written campaign authorisation issued before the third party communicates, administers, fulfils or implements the Promotion.
- 5.11. Unless expressly stated otherwise in the promotional materials or required by applicable law, a Promotion does not extend, replace or reduce any product warranty, service plan, after-sales support obligation, statutory warranty or consumer remedy. Warranty, maintenance, spare-parts, technical-support and after-sales services remain subject to the applicable written warranty terms, service terms and applicable law.

- 5.12. Wood-Mizer Africa (Pty) Ltd may verify eligibility, identity, purchases, entries, claims, redemption steps and compliance with these Terms before awarding or honouring any Benefit. To the extent permitted by applicable law, Wood-Mizer Africa (Pty) Ltd may reject, withhold, reverse, cancel or recover a Benefit where an entry, purchase, claim or redemption is fraudulent, duplicated, automated, incomplete, late, inaccurate, non-compliant, made through an unauthorised channel, based on false information, or otherwise abusive or contrary to the Promotion-specific terms.
- 5.13. Where a Promotion is conducted on, advertised through or linked to a social-media or digital platform, the Promotion is not sponsored, endorsed, administered by or associated with that platform unless the promotional materials expressly state otherwise. Participants must comply with the relevant platform rules, and any questions, comments or complaints about the Promotion must be directed to Wood-Mizer Africa (Pty) Ltd and not to the platform. Any influencer, ambassador, affiliate, employee, dealer, reseller or other person who posts, shares or creates content about a Promotion must make truthful statements, disclose any material connection, incentive, payment, free product or other benefit clearly and prominently where required by law or platform rules, and must use only approved claims and materials. User-generated content may be used, reposted or moderated by Wood-Mizer Africa (Pty) Ltd only where it has an appropriate lawful basis, consent or licence and subject to applicable privacy, advertising and platform requirements.

6. Promotional Competitions

- 6.1. The Company is not obliged to run any promotional competition, but may choose to do so. Where it does, Wood-Mizer Africa (Pty) Ltd must prepare standalone competition rules for that promotional competition before launch. Where the competition is regulated under applicable consumer protection law, the promotional materials or competition rules must disclose before entry: the prize or offer; how to enter; how winners are determined; the closing date; how and when results are announced; where the rules may be obtained free of charge; how any prize may be claimed; the period within which prizes must be claimed; the notice or reminder process Wood-Mizer Africa (Pty) Ltd will use where reasonably practicable before a prize is treated as unclaimed; and the lawful forfeiture, redraw, alternate-winner selection or prize-substitution process that may apply if a winner is

ineligible, cannot be contacted, does not respond, fails verification or does not claim the prize within the disclosed period. For each promotional competition, the internal Promotion checklist/template must confirm whether any independent person, judge, auditor, oversight process, filing, retention period or other record requirement applies under the relevant law and how that requirement will be satisfied. Winner selection, judging, verification and prize allocation must be conducted fairly, transparently and in accordance with the disclosed rules, and any judge, auditor or independent person required by applicable law must be appointed and recorded.

- 6.2. No consideration is payable to enter a promotional competition, other than the reasonable cost of transmitting an entry where applicable, and any such cost must not exceed the amount permitted by applicable law.
- 6.3. Where the Company offers a promotional competition, winners or beneficiaries may be asked to participate in publicity, marketing, or winner-announcement activities, but participation is voluntary; refusal to participate in publicity, to be photographed or recorded, or to allow the use of a name, image, likeness or testimonial will not affect entitlement to any prize, discount, offer or other Benefit already validly won or earned, unless a different outcome is expressly required or permitted by applicable law.
- 6.4. Wood-Mizer Africa (Pty) Ltd will keep reasonable records of promotional competitions, entries, winner selection, prize allocation, communications and related decisions for the period required by applicable law or, where no period is specified, for a reasonable period after the Promotion ends that is proportionate to the Promotion and any likely complaint, audit or legal need. Records containing personal information must be limited to what is reasonably necessary, protected by appropriate safeguards, retained only for as long as required or permitted by law or reasonably necessary for the purposes for which they were collected, and securely deleted, de-identified or archived when no longer required. Wood-Mizer Africa (Pty) Ltd may audit entries, claims, dealer or reseller records and fulfilment records where reasonably necessary to verify compliance, investigate complaints, prevent fraud or abuse, or comply with legal obligations.

7. Availability

- 7.1. All promotions are subject to availability and to any promotional stock quantities, geographic limits, territory limits, channel limits, time limits, customer limits or other material limits stated in the promotional materials. Where reasonably practicable, promotional materials must state the specific stock quantity, customer limit, territory, channel, start and end dates or times, and any other material limit that may affect participation or fulfilment. Products or services included in the Promotion are available only while the stated promotional stock or other stated material limits remain available, and Wood-Mizer Africa (Pty) Ltd will take reasonable steps to communicate material availability limits in the promotional materials or at the point of sale.
- 7.2. Wood-Mizer Africa (Pty) Ltd reserves the right to substitute any product with one of equal or greater value and materially similar functionality where the original product is no longer available due to disclosed stock limitations or circumstances beyond its reasonable control, provided that the substitution is lawful, reasonable and does not materially prejudice a Participant who has already validly qualified for the Promotion. Wood-Mizer Africa (Pty) Ltd will not charge the Participant more for a substitution unless the Participant expressly agrees to the additional charge after it has been clearly disclosed. Where required by applicable law, the Participant may choose between accepting the substitute, receiving the original Benefit when available, cancelling the affected transaction, receiving a refund, or otherwise exercising any other applicable statutory remedy.

8. Modification and Termination

- 8.1. Wood-Mizer Africa (Pty) Ltd may modify, suspend or cancel any Promotion only on lawful and reasonable grounds, including where required by law, Wood-Mizer Africa (Pty) Ltd has objectively reasonable grounds to suspect fraud or abuse, a manifest error has occurred, promotional stock is exhausted, supplier constraints arise, a system failure occurs, or circumstances beyond its reasonable control make continuation impracticable. Any suspension, withholding or cancellation based on suspected fraud, abuse, error or non-compliance must be proportionate, limited so far as reasonably practicable to the

affected Participants, entries, claims, channels or transactions, and reviewed within a reasonable time. Wood-Mizer Africa (Pty) Ltd will give reasonable notice where practicable and will preserve validly earned discounts, offers or other Benefits, except where the claim resulted from fraud, unlawful conduct, breach of these Terms, manifest error or abuse.

- 8.2. Wood-Mizer Africa (Pty) Ltd may amend these Terms from time to time. Revised Terms will be posted on Wood-Mizer Africa (Pty) Ltd's website and will apply prospectively from the date of posting or any later effective date stated in the revised Terms and will not retrospectively deprive Participants of validly earned discounts, offers or other Benefits, except where required by law or where necessary to address fraud, abuse, manifest error or illegality. Where a material amendment affects an active Promotion or the way Participants may enter, claim, redeem or retain a Benefit, Wood-Mizer Africa (Pty) Ltd will give reasonable notice through the same or a reasonably comparable channel used for the Promotion, unless urgent amendment is required by law, safety, fraud prevention, manifest error, platform requirements or circumstances beyond its reasonable control.

9. Limitation of Liability

- 9.1. To the fullest extent permitted by applicable law, Wood-Mizer Africa (Pty) Ltd will not be liable for indirect, special or consequential loss arising out of or related to participation in any Promotion, and Wood-Mizer Africa (Pty) Ltd's total aggregate liability in respect of any Promotion will not exceed the value of the relevant Benefit or the amount actually paid by the Participant under the applicable Promotion, whichever is greater. The liability cap in this clause does not limit any recoverable direct losses, mandatory refund, repair, replacement, cancellation, delivery, warranty, product-liability, safety, quality or other remedy to the extent that the relevant loss or remedy cannot lawfully be capped under applicable consumer-protection or other statutory law. Nothing in these Terms excludes, limits, caps, restricts or delays liability, rights or remedies that may not lawfully be excluded, limited, capped, restricted or delayed, including liability for fraud, intentional misconduct, gross negligence, death or personal injury caused by negligence, or any statutory consumer, product-liability, warranty, delivery, cancellation, refund, repair, replacement, recall, safety, quality or other remedy available under applicable consumer-

protection or other statutory law.

9.2. Wood-Mizer Africa (Pty) Ltd accepts no responsibility for miscommunication, system errors, channel outages, late or failed redemptions, unauthorised third-party platforms, network failures, device failures, data charges, spam filters, or inaccurate information submitted by Participants, except to the extent caused by Wood-Mizer Africa (Pty) Ltd's systems, websites, authorised channels, service providers, dealers, resellers, agents or representatives, or by its fraud, intentional misconduct, negligence, breach of these Terms or breach of applicable law. Participants remain responsible for ensuring that information they submit is complete and accurate and that they follow the disclosed entry, claim or redemption steps, but this does not exclude or limit Wood-Mizer Africa (Pty) Ltd's responsibility for failures within its control or for which it is legally responsible.

10. Privacy and Personal Information

10.1. Wood-Mizer Africa (Pty) Ltd may collect, use, store and otherwise process Participants' personal information lawfully and in accordance with the Protection of Personal Information Act, 2013 ("POPIA") and the actual, current privacy notice made available by Wood-Mizer Africa (Pty) Ltd for the relevant Promotion, channel or website. Personal information may be processed for purposes of administering Promotions, verifying eligibility and identity, communicating with Participants, fulfilling discounts, offers or other Benefits, responding to enquiries, complying with legal and record-keeping obligations, preventing fraud and abuse, and protecting its rights and legitimate interests. Promotional materials should direct Participants to the applicable privacy notice or other current privacy-contact route where reasonably practicable. Participants may have rights under applicable data-protection law to access, correct or delete personal information, object to or restrict certain processing, withdraw consent where processing is based on consent, complain to the Information Regulator or other competent authority, and exercise any other rights described in the applicable privacy notice or required by law. Wood-Mizer Africa (Pty) Ltd will retain personal information only for as long as reasonably necessary for the purposes for which it was collected, any related dispute-resolution, audit or legal purposes, or as required or permitted by law. Wood-Mizer Africa (Pty) Ltd may share personal information with its affiliates, service providers, professional

advisers, logistics providers, marketing service providers and other parties reasonably required for the purposes described above, provided that appropriate contractual, security and confidentiality safeguards are applied where required by law. Where personal information may be processed outside South Africa, Wood-Mizer Africa (Pty) Ltd will take reasonable steps to ensure that the transfer and processing comply with POPIA and are subject to appropriate safeguards or another lawful basis for cross-border transfer.

10.2. Where permitted by law, Wood-Mizer Africa (Pty) Ltd may send Participants electronic direct marketing relating to its goods, services and promotions only where it has the required consent or may lawfully rely on an existing-customer relationship or another applicable lawful basis under POPIA, and must retain reasonable consent, source, date, channel and opt-out records where required or reasonably necessary to demonstrate compliance. Each direct-marketing communication must identify Wood-Mizer Africa (Pty) Ltd as the sender and provide a functioning, reasonable, free or low-cost unsubscribe or opt-out mechanism that is tested and available for the relevant channel before the Promotion is launched. Participants may opt out of direct marketing at any time by using the unsubscribe or opt-out mechanism in the communication, by contacting Wood-Mizer Africa (Pty) Ltd at enquiries@woodmizer.com, or by using any other opt-out method provided in the promotional materials. Wood-Mizer Africa (Pty) Ltd will give effect to opt-out requests within a reasonable time, maintain appropriate suppression lists and suppression records to avoid further direct marketing to opted-out Participants, and process opt-out and suppression information only as reasonably necessary to honour the opt-out, demonstrate compliance and comply with applicable law. Wood-Mizer Africa (Pty) Ltd will not send further direct marketing to a Participant who has opted out unless permitted by law.

11. Governing Law

11.1. These Terms are governed by and construed in accordance with the laws of the Republic of South Africa, except to the extent that the mandatory laws of another country, region or court with jurisdiction apply and cannot lawfully be excluded or limited.

11.2. Any dispute or claim arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa, except to the extent that a Participant is entitled by mandatory applicable law to bring or defend proceedings in another court, tribunal, regulator or forum or to rely on mandatory local consumer, privacy, competition, advertising, tax, customs or other protections.

11.3. Nothing in these Terms or any promotional materials limits, excludes or overrides any applicable law, mandatory consumer right, statutory remedy, local promotional, advertising, tax, customs, import, export, sanctions, privacy or competition-law requirement that cannot lawfully be limited, excluded or overridden. If any provision is unlawful, invalid or unenforceable in a particular country or region, it will be applied only to the maximum extent permitted by applicable law and will not affect the remainder of these Terms or the Promotion-specific terms.

11.4. Participants, dealers, resellers, distributors and other third parties must comply with all applicable sanctions, export-control, import-control, customs, anti-bribery, anti-corruption and trade-compliance laws in connection with any Promotion. No Promotion may be used for an unlawful, restricted, sanctioned, prohibited, deceptive, corrupt or improper purpose, or to induce any person to breach a legal, procurement, employment or fiduciary duty. Wood-Mizer Africa (Pty) Ltd may refuse, suspend, cancel or withhold any Benefit, delivery, supply, service or transaction where it reasonably believes that honouring it would breach those laws, require an unlawful licence or authorisation, expose Wood-Mizer Africa (Pty) Ltd to penalties, or involve a sanctioned, restricted or prohibited person, entity, territory, end use or end user.

12. Contact Information

12.1. For any inquiries regarding Promotions, these Terms, privacy requests or direct-marketing opt-outs, please contact Wood-Mizer Africa (Pty) Ltd at +27 (0) 11 473 1313 or enquiries@woodmizer.com or use any updated contact details, privacy contact route or opt-out mechanism stated in the relevant promotional materials or on Wood-Mizer Africa (Pty) Ltd's official website.