

CLAN BEAT CAMPAIGN COMPETITION RULES

1 SEPTEMBER 2020 - 15 SEPTEMBER 2020

1. Introduction

- 1.1. This promotional competition ("**Competition**") is run by The South African Breweries (Pty) Limited ("**Promoter**") and is open to all persons of 18 years or older and resident in South Africa, except for (a) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families, (b) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Competition, or (c) directors, members, partners, agents, consultants or employees of the Promoter's advertising and promotion agencies, associated companies, and participating outlet owners and staff.
- 1.2. The rules set out in this document constitute the rules which will govern the Competition ("**Competition Rules**").
- 1.3. Participation in the Competition by all entrants ("**Participants**") constitutes acceptance of these Competition Rules.

2. Competition Period

This Competition will run from 1 September 2020 until 18 September 2020 or until the Promoter provides a public notice that the Competition has ended, whichever is earlier ("**Competition Period**"). Entries will only be accepted during the Competition Period.

3. Competition Entry Process

- 3.1. To enter the Competition, each Participant must complete the registration form provided here: <https://castlemilkstout.co.za/clanbeat>.
- 3.2. Entry is only valid through this medium.
- 3.3. A Participant can enter the Competition as many times as they wish.

4. Description of Prize

- 4.1. The prize for this Competition is two tickets to attend the Castle Milk Stout Fireside Launch Event (the "**Prize**").
- 4.2. This Competition is only available to Participants who reside in Johannesburg.
- 4.3. The Participant is responsible for the cost of travel to the local venue or event.
- 4.4. No Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.5. The Promoter will send the Prize to the winner via email to the email address provided by the winner.

5. Winner Selection and Notification

- 5.1. The winner will be selected by a random draw process. The draw will take place on 16 September 2020 and will consist of all valid entries received during the Competition Period.
- 5.2. The winner will be notified by the Promoter via email on 18 September 2020 or as soon thereafter. If the Promoter is unable to contact the winner, he/she will be disqualified and a substitute winner may at the discretion of the Promoter be selected, using the same winner selection process.

6. Winner Verification

- 6.1. The Prize will only be awarded after successful verification of the winner. Failing successful verification of any winner, a substitute winner may be selected at the discretion of the Promoter.
- 6.2. The winner must be over the age of 18 years old. Verification of age may be required prior to the awarding of any Prize.
- 6.3. The Promoter reserves the right to carry out audits in respect of any winner to verify their eligibility and/or the validity of the winner's entry. The Promoter may disqualify any winner if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of entry or otherwise falsifying data. All entries, participants or travel partners determined by the Promoter or their agents to be invalid or ineligible will forfeit all rights to any Prize and will not be compensated in any way.

7. Prize Forfeiture

- 7.1. The winner must communicate his/her full details to the Promoter or its agent as requested by the Promoter or its agent. Failure to do so may result in forfeiture of the Prize.
- 7.2. If a winner is unable to attend, receive or utilise (as applicable) the Prize then the entire Prize shall be forfeited. There will be no compensation, in any form, including, but not limited to monetary compensation and/or rescheduling, to any party, irrespective of the reason/s for the inability of that winner to attend, receive or utilise (as applicable) the Prize.
- 7.3. Time permitting and subject to the Promoter's approval, where a Prize is forfeited a substitute winner may be chosen in the same manner as the original winner was chosen.

8. General

- 8.1. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 8.2. The timelines stated by the Promoter or its agent must be adhered to. Failing adherence to any timeline, at any stage, may result in disqualification and forfeiture of the Prize in its entirety with no compensation to any party by the Promoter.

- 8.3. The Promoter will not share any personal information with any third party except where such disclosure is necessary to enable the Promoter to provide, deliver or in any other way give effect to these Competition Rules and/or the Prize, where such disclosure is permitted by law and/or where consent to the Promoter sharing personal information is obtained from the winner. The Promoter will comply with the relevant data protection legislation, including the Protection of Personal Information Act 14 of 2013.
- 8.4. The Promoter may make media announcements or publish the names and/or photographs of the winner without remuneration being made payable to the winner, provided that any such person may expressly elect to decline this by written communication to the Promoter.
- 8.5. Should the Prize not be available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute the Prize with another of equal value as determined in the Promoter's sole discretion and subject to availability. No person will be compensated in any way in this instance by the Promoter.
- 8.6. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winner which are not expressly contemplated as part of the Prize.
- 8.7. These Competition Rules may be amended by the Promoter on public notice at any time during the Competition Period or thereafter. These Competition Rules will be interpreted by the Promoter only.
- 8.8. The Promoter reserves the right to alter, amend or cancel this Competition in whole or in part. Any alterations, amendments or cancellations will be interpreted by the Promoter only. In the event of an alteration, amendment and/or cancellation the Promoter will not compensate any individual for any reason whatsoever.
- 8.9. All Participants and the winner indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising out of their participation in any way in this Competition or their receipt, participation, ownership and/or use of the Prize. This indemnity is not intended to exclude any liability for any person which cannot be excluded under the Consumer Protection Act 68 of 2008.**
- 8.10. The winner of this Competition is excluded from winning any further promotional competitions run by the Promoter for a 24-month period after winning.
- 8.11. The Promoter shall not be responsible for any lost, damaged, corrupted, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending an entry will not be accepted as proof of receipt of such entry. The Promoters shall not be responsible for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted. The Promoter

is not responsible for lost, damaged or delayed entries as a result of any network, computer or cell phone hardware or software failure of any kind. No applications from agents, third parties, organized groups or applications automatically generated by computer will be accepted. Entries will only be accepted if they comply with all entry instructions. Any form of network or systems manipulation including but not limited to Botnets, Sim Farms, Trojans, SMS malware may not be used when entering the Competition.

8.12. By participating in the Competition each Participant gives the Promoter consent to market its products and campaigns to Participant, using the details provided by the Participant, which Participants may decline by opting out via the opt out mechanism provided on the communications.

8.13. These Competition Rules are also available on <https://castlemilkstout.co.za/clanbeat>.