

CASTLE MILK STOUT: ONE FOR THE TRADITIONALIST COMPETITION RULES

1 NOVEMBER 2021 – 30 NOVEMBER 2021

1. Introduction

- 1.1. This promotional competition ("**Competition**") is run by The South African Breweries (Pty) Ltd ("**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. The rules set out in this document constitute the rules which will govern the Competition ("**Competition Rules**").
- 1.2. Participation in the Competition by all entrants ("**Participants**") constitutes acceptance of these Competition Rules.

2. Competition Period

This Competition will run from 1 November 2021 until 30 November 2021, both dates being inclusive, 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. The Competition will take place in-store at 50 selected participating wholesaler outlets and 50 selected participating legally trading taverns ("**Participating Outlets**"), and will involve two different entry mechanisms as detailed below.

Taverns

- 3.2. In order to enter the Competition at any participating tavern, a Participant will be required to purchase at least two Castle Milk Stout 750 ml bottles (the "**Tavern Qualifying Product**").
- 3.3. The Participant shall then, together with the purchase of the Tavern Qualifying Product, receive a scratch card, and will be required to scratch the card and present the scratched card to the Participating Outlet. The scratch cards will have a redemption rate ("chance to win") of one out of five.

Wholesaler

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- 3.4. In order to enter the Competition at any participating wholesaler outlet, a Participant will be required to purchase at least two cases of Castle Milk Stout 750 ml bottles and complete the entry card provided by the participating wholesaler outlet pursuant to such purchase.
- 3.5. Entry is only valid through the above mechanisms.
- 3.6. A Participant can enter the Competition as many times as they wish, provided that they drink responsibly.
- 3.7. A Participant must retain their till slip as proof of purchase of the products referred to in Competition Rules 3.2 and/or 3.4 above, in order to stand a chance to win in the Competition.
- 3.8. Participants will be liable for their own data and voice charges in respect of participating in the Competition as well as any verification process, if applicable.
- 3.9. Entry into the Competition as well as the availability of a prize shall be subject to any regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 (“**Regulations**”).

4. Description of Prize

- 4.1. The prizes available for this Competition are as follows (each a “**Prize**”):
 - 4.1.1. for Participants that have entered the Competition in accordance with Competition Rules 3.2 and 3.3 above, one of the following instant prizes: (i) a walking stick; (ii) a tiger print vest; (iii) a tin mug; (iv) a blanket; or (v) a poor boy cap, (“**Instant Prize**”); and
 - 4.1.2. for Participants that have entered the Competition in accordance with Competition Rule 3.4 above, 1 of 50 traditionalist gift hampers consisting of the following items: (i) a walking stick; (ii) two tiger print vests; (iii) two tin mugs; (iv) a blanket; and (v) two poor boy caps, (“**Wholesaler Prize**”).
- 4.2. 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.
- 4.3. The Promoter does not guarantee instore stock availability of the Prizes. The availability of the Prizes shall at all times be subject to instore stock availability at the relevant participating retail outlet, it being recorded that the Promoter shall not in any manner whatsoever be liable should the available stock be depleted prior to a winner being able to collect a Prize. The Promoter will not be liable to provide prizes or goods in substitution for a Prize which is not available due to stock being depleted.

5. Winner Selection and Notification

- 5.1. By entering the Competition in accordance with Competition Rules 3.2 and 3.3 above, a Participant will be eligible to receive an Instant Prize on a first-come-first-served basis. An Instant Prize will be available for immediate collection by a winning Participant at the Participating Outlet where the

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Participant purchased the Tavern Qualifying Product, should the scratch card reveal that they have won the Instant Prize.

- 5.2. The winners of a Wholesaler Prize will be selected by a random draw process. The draw will take place on or before 1 December 2021 and will consist of all valid entries received during the Competition Period.
- 5.3. The winner of a Wholesaler Prize will be notified by the Promoter via telephone on or before 3 December 2021. 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. A Prize will only be awarded after successful verification by the Participating Outlet.
- 6.2. A winner must be over the age of 18 years old and will be verified as complying with the Participant eligibility criteria set out in Competition Rule 1.1. Winners may be asked to provide a copy of their identity document/passport/driver's license/proof of residential address in order to receive a Prize. The Promoter reserves the right to conduct the validation and verification process via automated means and/or any other means that the Promoter may deem necessary and by participating in the Competition, all Participants consent to the appropriate validation and verification measures that the Promoter may implement from time to time.
- 6.3. A Prize will only be awarded after successful verification of the winner.
- 6.4. 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 or participants 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. A 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 a Prize.
- 7.2. If a winner is unable to attend, receive or utilise (as applicable) a 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. All Participants must comply with the Regulations at all times and any non-compliance with the Regulations will result in automatic disqualification. It shall be the sole responsibility of the Participants to observe and comply with any and all restrictions imposed by the Regulations from time to time. All Participants indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, against any losses or damages arising from a breach of the provisions of the Regulations by such Participants and the Promoter shall not in any manner whatsoever be liable for any transgressions by any Participant in this regard.
- 8.2. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 8.3. 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 a Prize in its entirety with no compensation to any party by the Promoter.
- 8.4. Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to the following:
- 8.4.1. the Promotor may process the Participant's personal information, including in the form of names, telephone numbers, identity numbers and/or email addresses, during and after the course and scope of the Competition; and
- 8.4.2. the Promotor may transfer the winning Participant's personal information, including names, telephone numbers, identity numbers and/or email addresses, to the relevant third parties in order to make any required travel, delivery or other arrangements, as may be applicable, for utilisation of a Prize during the course and scope of the Competition, which processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013 ("POPIA") and any other applicable law, and for the purpose of giving effect to the Competition.
- 8.5. With the exception of Competition Rule 8.4 above, 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 a Prize, where such disclosure is permitted by law and/or where consent to the Promoter sharing personal

information is obtained from the Participants. The Promoter will comply with the relevant data protection legislation, including POPIA.

- 8.6. A Participant may, by addressing a request in writing to the deputy information officer of the Promoter (at lufuno.shinwana@za.ab-inbev.com), request the Promoter to:
 - 8.6.1. correct or delete personal information about the Participant in its possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or
 - 8.6.2. destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 8.7. The Promoter may make media announcements or publish the names and/or photographs of a 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.
- 8.8. Should a 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.
- 8.9. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by a winner which are not expressly contemplated as part of a Prize.
- 8.10. 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.
- 8.11. 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.
- 8.12. **All Participants hereby agree to 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 a 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.**

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- 8.13. 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.
- 8.14. 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.
- 8.15. These Competition Rules are also available on www.castlemilkstout.co.za.