

CASTLE MILK STOUT CLAN PLEDGE COMPETITION RULES

22 June 2020 – 03 July 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

- 2.1. This Competition will run from 22 June 2020 until 03 July 2020 or until the Promoter provides a public notice that the Competition has ended, whichever is earlier (“**Competition Period**”).
- 2.2. Entries will only be accepted during the Competition Period.

3. Competition Entry Process

- 3.1. This Competition will only take place on Twitter and Facebook.
- 3.2. Internet access and a Twitter or Facebook accounts are required to enter the Competition.
- 3.3. On 22 June 2020, the Promoter will make a post on Twitter and Facebook and an Influencer nominated by the Promoter will also make a post on their Twitter account.
- 3.4. In order to enter the Competition, Participants must;
 - 3.4.1. send their Clan Pledge voice note to a WhatsApp line provided (087 240 6193); or
 - 3.4.2. follow the WhatsApp link provided (<http://bit.ly/3gzQj88>).
- 3.5. A Participant can enter the Competition as many times as they wish.

4. Description of Prize

- 4.1. Participants will stand a chance to win either a designer scarf or 6pack of 500ml Castle Milk Stout product.
- 4.2. Ten (10) Participants will stand a chance to win one (1) of the ten (10) limited edition designer scarfs to the value of R3000.

- 4.3. Forty (40) Participants will stand a chance to win Castle Milk Stout 6 pack of 500ml product.
- 4.4. Only one prize will be awarded to a single winner.
- 4.5. No Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize. The winner may not substitute him/herself with any other person.
- 4.6. The Promoter will contact the winner to make arrangements for the winner to receive his/her Prize.

5. Winner Selection and Notification

- 5.1. The winner will be selected by a random draw process. The draw will take place on or before 03 July 2020 and will consist of all valid entries received during the Competition Period.
- 5.2. The winner will be notified by the Promoter via direct message on the relevant social media platform on 06 July 2020, or as soon thereafter as possible. If the Promoter is unable to contact the winner within two days. He/she will be disqualified and a substitute winner may at the discretion of the Promoter be selected, using the same winner selection process. All prizes will be delivered to winner subject to South African Government's Lockdown Regulations and directives under the Disaster Management Act 57 of 2002

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.
- 6.4. Subject to the provisions of this clause 6.1 and 5.3, the Promoter will arrange for the winner to receive the Prize on or before 6 July 2020.

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. As a Participant in the Competition, by entering the Competition, you:
- 8.5. Irrevocably and unequivocally, agree to grant the Promoter or its agents, in terms of Section 51 of the Electronics Communications Transaction Act 25 of 2002, permission to use your appearance, any wording, photographs, video footage, broadcast/voice note and/or telecast footage in which you appear in your Competition entry image(s) / voice note(s)/message(s)/ wording. This is regardless of the extent of use of the aforesaid by the Promotor, the number of times the image(s) / voice note(s)/message(s)/ wording is viewed or broadcast, throughout the world, in perpetuity in any and all manner and media, whether now known or hereafter developed or discovered;
- 8.5.1. agree and consent to your Competition entry image image(s) / voice note(s)/message(s)/wording being edited in the Promotor's sole and absolute discretion;
- 8.5.2. consent to the use of your name, likeness, image, voice, photographs, wording and biographical material about you in connection with the Competition publicity and for related institutional promotional purposes by the Promoter;
- 8.5.3. expressly release the Promoter, its agents, employees, licensees and assigns from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the Competition and the distribution, broadcast or exhibition of your Competition entry image(s)/ voice note(s)/message(s)/wording;

- 8.5.4. agree that you shall have no claim for payment of any remuneration of any nature whatsoever based on the use and distribution of your Competition entry image / voice note/message/wording and waive any and all rights you may have now or in the future thereto; and
- 8.5.5. hereby waive any right to inspect and/or approve the finished Competition entry image(s) / voice note(s)/message(s)/ wording product or products or the editorial, advertising or printed copy or soundtrack that may be used in connection therewith by the Promoter and any right that you may have to control the use to which said product, products, copy and/or soundtrack may be applied.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. The Promoter reserves the right to alter, amend or cancel this Competition in whole or in part, including in the event that the Lockdown Regulations are extended. 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.
- 8.11. 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.**
- 8.12. The winner of this Competition is excluded from winning any further promotional competitions run by the Promoter for a 24-month period after winning.

- 8.13. 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 <https://www.castlemilkstout.co.za/>.