

FLYING FISH SELTZER COMPETITION RULES

13 AUGUST 2021 - 30 SEPTEMBER 2021

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 13 August 2021 until 30 September 2021, both dates 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. To enter the Competition, each Participant must (i) scan the QR code found on a 'Flying Fish' beverage and register their details (including email address) with the Promoter before 24 September 2021; (ii) correctly answer and submit all questions in a survey by 30 September 2021, such survey will be sent by the Promoter to the Participant via email after the Participant has completed step (i) above; and (iii) elect which prize, being either the Voucher or the Year Supply, the Participant is interested in.
- 3.2. Entry is only valid through this medium.
- 3.3. A Participant can only enter the Competition once.
- 3.4. Entry into the Competition as well as the availability of the 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 prize for this Competition is either: (i) one voucher to the value of 20% of the retail price of a 6-pack of 'Flying Fish Seltzer' comprising of 6 x cans of Flying Fish Seltzer each can being 300ml. The voucher shall only be redeemable at participating Pick 'n Pay retailers and shall only be valid until 31

FLYING FISH SELTZER COMPETITION RULES

October 2021 (the “**Voucher**”); or (ii) a chance to win a ‘one year’ supply of ‘Flying Fish Seltzer’ being 12 cases each case comprising of 24 x cans of Flying Fish Seltzer each can being 300ml (the “**Year Supply**”) (each a “**Prize**”).

- 4.2. No person may win more than one Voucher or both a Voucher and the Year Supply in this Competition. Where the Participant has in terms of Competition Rule 3.1 elected (i) the Voucher the Participant shall not be eligible to win the Year Supply; and (ii) the Year Supply the Participant shall not be eligible to win a Voucher.
- 4.3. There is a total of 1,000 Vouchers available to be won during the Competition Period, and there is one Year Supply available to be won during the Competition Period.
- 4.4. The Voucher has a value of approximately R17.
- 4.5. 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.
- 4.6. The Promoter will send the Voucher to the winner electronically.
- 4.7. The Year Supply will be delivered by the Promoter or its nominated agent to the winner’s address within the Republic of South Africa in four stages. 3 cases shall be delivered to the winner by each of the following dates: (i) 31 October 2021; (ii) 31 December 2021; (iii) 28 February 2022; and (iv) 30 April 2022. The Promoter will contact the winner of the Year Supply to arrange delivery.

5. Winner Selection and Notification

- 5.1. The first 1,000 Participants to enter the Competition in accordance with Competition Rule 3.1 and elect the Voucher shall be a winner of a Voucher.
- 5.2. The winner of the Year Supply will be selected by a random draw process. The draw will take place on or before 1 October 2021 and will consist of all valid entries received during the Competition Period where the Participant has elected the Year Supply.
- 5.3. The winner of a Voucher will be notified by the Promoter via email and/or SMS on or before 8 October 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.
- 5.4. The winner of the Year Supply will be notified by the Promoter via email and/or SMS on or before 8 October 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.

FLYING FISH SELTZER COMPETITION RULES

6. Winner Verification

- 6.1. The winner must be over the age of 18 (eighteen) years old and will be verified as complying with the Participant eligibility criteria set out in Competition Rule 1.1. The winner may be asked to provide a copy of their identity document/passport/driver's license/proof of residential address in order to receive the 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.
- 6.2. 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.
- 6.3. 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. 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

FLYING FISH SELTZER COMPETITION RULES

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 the 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 Promoter 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 Promoter 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, during the course and scope of the Competition for utilisation of the Prize,

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 the Prize, where such disclosure is permitted by law and/or where consent to sharing personal information is obtained from the Participants by the Promoter. 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.

FLYING FISH SELTZER COMPETITION RULES

- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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 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.**
- 8.13. 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.

FLYING FISH SELTZER COMPETITION RULES

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.flyingfishseltzer.co.za.