

#FFSAPPLECHALLENGE PROMOTIONAL COMPETITION RULES

23 MAY 2022 - 3 JUNE 2022

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 (i) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families, (ii) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Competition, (iii) directors, members, partners, agents, consultants or employees of the Promoter’s advertising and promotion agencies or associated companies, and (iv) 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 23 May 2022 until 3 June 2022, 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. This Competition will take place on the official Flying Fish Seltzer social media pages of the Promoter on Facebook (available at @FFSeltzer), Instagram (available at @flyingfishseltzer), and Twitter (available at @FFSeltzer) (together the “**Social Media Platforms**”). The Promoter will share a post relating to the Competition (the “**Post**”) on the Social Media Platforms.
- 3.2. In order to enter the Competition, a Participant must:
 - 3.2.1. complete one of the following challenges: (i) post a picture or a 15-second video of the Participant balancing an apple while in their favourite yoga pose; (ii) post a 15-second video of the Participant juggling apples; or (iii) post a 30-second voice recording of the Participant singing a song containing the word 'apple' in the lyrics by clicking on the Post and following the relevant prompts as directed; and

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- 3.2.2. post the video, picture or voice recording (as set out above) on their feed on the relevant Social Media Platform as directed; and
- 3.2.3. include the hashtag #FFSAppleChallenge in their foresaid post.
- 3.3. Entry is only valid through this medium and manner.
- 3.4. Participants shall comply with these Competition Rules and the eligibility criteria set out in Competition Rule 1.1. Any entry in which a picture, video or voice recording has been posted by a Participant who is under the age of 18 years at the time of posting will automatically be invalidated and the Participant will not be entitled to any Prize.
- 3.5. Internet access and a valid Social Media Platform account is required to enter the Competition. Participants are liable for their own data and voice charges in respect of the Competition participation as well as any verification process, if applicable.
- 3.6. A Participant may only enter the Competition once.
- 3.7. 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 prize for this Competition is 1 of 4 exclusive Flying Fish Seltzer branded hampers, each consisting of the following Flying Fish Seltzer branded items: (i) 1 x bucket hat; (ii) glassware; (iii) 1 x moon bag; (iv) 1 x R1,000 cash card; and (v) 1 x sweater top (the “**Prize**”).
- 4.2. There are a total of 4 Prizes available to be won during the Competition Period and each Prize has a value of approximately R5,000.
- 4.3. No person may win more than one Prize in this Competition.
- 4.4. A winner may not transfer a Prize, in whole or in part, to any other person or exchange a Prize for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.5. A Prize will be delivered by the Promoter or its nominated agent to the applicable winner’s address within the Republic of South Africa on or before 20 June 2022. The Promoter will contact the winner to arrange delivery.

5. Winner Selection and Notification

- 5.1. The 4 winners will be selected by a judge appointed by the Promoter on or about 6 June 2022. The judge will consider all valid entries received during the Competition Period and decide, in his/her sole discretion, who the winners will be. The judge’s decision is final and no correspondence will be entered into.

- 5.2. A winner will be notified by the Promoter via the Social Media Platform used by the winner to enter the Competition on or about 6 June 2022. If the Promoter is unable to contact a 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. Each winner must be over the age of 18 years old and must comply with the Participant eligibility criteria set out in Competition Rule 1.1 and the requirements in these Competition Rules, which may be verified by or on behalf of the Promoter. A winner may be asked to provide a copy of his/her 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. A Prize will only be awarded after successful verification of the winner. Failing successful verification of the 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 a winner to verify his/her eligibility and/or the validity of the winner's entry. The Promoter may disqualify a winner if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of an entry or otherwise falsifying data. Should the Promoter or its agent determine that an entry or Participant is invalid or ineligible, the relevant Participant shall not be entitled to receive the Prize and will not be compensated in any way.

7. Prize Forfeiture

- 7.1. Each 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. Each Participant indemnifies and hold harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and of its associated companies, against any losses or damages arising from a breach of the provisions of the Regulations by such Participant, and the Promoter shall not in any manner whatsoever be liable for any transgressions by any Participant in this regard.
- 8.2. Should the process for entry into the Competition or the Prize involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.
- 8.3. To the extent that any intellectual property right/s arise as a result of or through the creation and/or submission by a Participant of content, including without limitation any pictures, videos, voice recordings, drawings or other creative works, to enter this Competition, such intellectual property right/s will vest in the Promoter and the Participant hereby waives any associated right/s. To the extent such rights have vested in a Participant, the Participant hereby cedes, assigns and transfers (by way of present and future cession, assignment and transfer) to Promoter such rights and undertakes to do such things, takes such steps and sign such documents as are necessary to give effect to such cession, assignment and transfer. Each Participant indemnifies and holds harmless the Promoter from and against any and all claims, actions, legal proceedings, losses, damages and expenses (including attorney's fees and expenses) arising as a result of or in connection with any actual or alleged infringement of any intellectual property rights of a third party arising from entry in the Competition and/or the Promoter's use of any content, including without limitation any pictures, videos, voice recordings, drawings or other creative works, created pursuant to the Participant's entry in the Competition.
- 8.4. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 8.5. 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.
- 8.6. Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to:

- 8.6.1. the Promoter processing 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
- 8.6.2. the Promoter transferring 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.
- 8.7. With the exception of Competition Rule 8.6 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 relevant Participant by the Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 8.8. A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
 - 8.8.1. correct or delete personal information about the Participant in the Promoter's possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or
 - 8.8.2. destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 8.9. The Promoter may make media announcements containing, or otherwise publish, the names and/or photographs of a winner without remuneration being payable to the winner, provided that the Promoter will not do so if a winner communicates in writing to the Promoter that he/she does not want his or her names or photographs to be contained in media announcements or otherwise published.
- 8.10. 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 entitled to be compensated in any way in this instance by the Promoter.

- 8.11. 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.
- 8.12. 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.
- 8.13. 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.
- 8.14. **Each Participant indemnifies and holds harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and of its associated companies, 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 his/her participation in any way in this Competition or his/her 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.**
- 8.15. 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 Promoter 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 entry from an agent, third party, organised group or entry automatically generated by computer will be valid or accepted. An entry will only be valid and accepted if it complies with all entry instructions and requirements. 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.
- 8.16. By participating in the Competition, each Participant gives the Promoter consent to: (i) market its products and campaigns to the Participant; (ii) conduct market research using personal information of the Participant which may be shared with third parties to enable the Promoter to develop appropriate marketing strategies in respect of its customers; and (iii) use the personal information and other details

provided by the Participant during the Competition entry process for the purposes of facilitation of the Competition. A Participant may decline to provide or retract his/her consent by opting out via the opt out mechanism provided on the communications of the Promoter.

8.17. A Participant shall not post a picture, video or voice recording that is immoral, scandalous or illegal or is likely to have an adverse effect on the reputation of the Promoter, including but not limited to a post that depicts or promotes the underage drinking of minors, drinking while pregnant, abusive or sexual behaviour, and/or the participation in dangerous activities.

8.18. These Competition Rules are also available on <https://www.flyingfishseltzer.co.za/>.