

PROMOTER – K GALAGADI BREWERIES (PTY) LTD

FLYING FISH- WHAT THE FLYING WISH COMPETITION RULES

DATES: 05th February until 05th April 2024

RULES / TERMS AND CONDITIONS

1. Introduction

1.1 This promotional competition (“Competition”) is run by The Kgalagadi Breweries (Pty) Limited (“Promoter”) and is open to all persons of 18 years or older and resident in Botswana, 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 of the Promoter’s suppliers; 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”) and hereby take precedence over any other terms set out on entry forms or other materials related to the Competition, including applicable dates and Prizes to be won.

1.3 Participation in the Competition by all entrants (“Participants”) constitutes acceptance of these Competition Rules.

2. Competition Period

This Competition will run from 05th February until 05th April 2024 and extension shall be granted by Gambling Authority.

- a) The period of the competition can also be subject to the trade regulations i.e. if an Alcohol ban is imposed then the competition will cease. Entries will only be accepted during the Competition Period.

3. Competition Entry Process

- a) In order to enter the Competition, a Participant must;
 - i) make a single purchase of a Flying Fish from participating outlets, get access to internet, scan QR Code on the Bottle cap and follow the digital prompts and stand a chance to win a trip to Mozambique. Entry into the digital form on our website and it requires internet access. The outlets that have been selected have free Wi-Fi available for consumers and those purchasing from Bottle Stores will have to access public Wi-Fi or Data in order to enter.

- ii) Make a single purchase of 6 * 330ml Flying Fish at participating Liquor stores (Modern in Home and Modern Out Of Home), receive scratch card entry form from Cashier, then stand a chance to instantly win Flying Fish branded merchandise or enter details to win a trip to South Africa.
- iii) Make a single purchase of 3 * 500ml Flying Fish at participating Mainstream and Upper Mainstream (Bars) receive scratch card from Cashier and stand a chance to win Flying Fish branded merchandise.
- iv) To enter the competition to win limited edition Flying Fish Moon Man T-Shirts, comment on Flying Fish Social Media pages following the caption prompts and stand a chance to win.

b) Winners will be selected at the end of the campaign Period while stocks last.

c) Entry is only valid through this medium.ss

4. Redemption of Prizes

Redemption of branded merchandise will be instant while a draw will conducted for the trips.

For the instant redemption prizes there are 6550 coasters, 2380 Cooler bags, 50 Limited Edition Moon Man T-shirts, 1220 t-shirts, 900 Tumblers, 335 mats, 380 Caps, 3000 Key Rings, 2000 Trinkets, 315 Deck Chairs to be won in the various outlets. This merchandise will be in the outlets and therefore winners will be collecting the prizes where they have won the prize.

Draws will then take place on the 11th of April at KBL Head Office in Gaborone at 2pm in the afternoon. The participants who entered digitally stand a chance to win a trip to Mozambique and the draw will be conducted through the APS, A digital randomizer (APS: Automated Promotion System) to randomly determine who wins the main prize. SDK Digital Labs will be auditor ensuring the fairness of the competition. The winners will then be contacted and informed of the travel details immediately after the draw.

For MIH and MOOH (Liquor Stores and Restaurants) their 4 spaces for a trip to South Africa for a weekend getaway. The KBL representatives will collect entry forms from all over the country and we will then conduct draws for the 4 winners. Then KBL Promo team will then select randomly from the container 4 winners after all the entry forms are mixed. The representative will be blindfolded, and SDK Digital labs(the competition auditor) will be present to ensure the draw is fair. The winners will then be contacted and informed of the travel details immediately after the draw.

Consumers entering on our Social Media page will have digital draws taking place at the end of the month and receive their prizes. The draws will be conducted through selecting all the comments and putting the entries in the digital randomizer and 25 winners will be selected per month. After they are selected their details are collected through Social Media and their prizes are delivered to where they are.

The full list of winners will be communicated on social media on the Kgalagadi Breweries Limited facebook page.

5. Winner Verification

- 5.1. The Prizes will only be awarded after successful verification of the winners, each winner must present their National I.D (Oman) /Passport for the Promoter to verify their names, and age.
- 5.2. The Promoter reserves the right to carry out audits in respect of any winners to verify their eligibility and/or the validity of the winners' entries. The Promoter may disqualify any winners if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of entries or otherwise falsifying data. All entries, 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 anyway.

6. Prize Forfeiture

6.1. Winners must communicate their 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.

6.2. There will be no compensation, in any form, including, but not limited to monetary compensation and/or exchange, to any party, irrespective of the reason/s for the inability of that winner to utilize (as applicable) the Prize.

6.3. 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.

6.4. In instances where an individual has won a prize in 1 outlet they cannot redeem another prize (or win) again, for the duration of this campaign in any other participating outlet.

7. General

- 7.1. All Participants must heed the regulations issued in terms of Covid-19 regulations and protocols as per the statutory notices issued by the Government of Botswana and any non-compliance will result in automatic disqualification.
- 7.2. The Promoter will not be responsible for any costs, expenses or other liabilities including (internet or data charges) incurred by the potential participants when entering this competition.
- 7.3. In the event of a dispute, the Promoter's decision is final, and binding and no correspondence will be entered.
- 7.4. 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.
- 7.5. 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 winners. The Promoter will comply with the relevant data protection legislation, including the Data Protection Act 2018.

7.6. The Promoter may make media announcements or publish the names and/or photographs of the winners without remuneration being made payable to the winners, provided that any such person may expressly elect to decline this by written communication to the Promoter.

7.7. The Promoter may make media announcements or publish the names and/or photographs of the winners without remuneration being made payable to the winners.

7.8. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winners which are not expressly contemplated as part of the Prize.

7.9. These Competition Rules may be amended by the Promoter and further approval from Gambling Authority will be requested upon the aforementioned. All changes approved will be communicated on public notice.

7.10. The Promoter reserves the right to alter, amend or cancel this Competition in whole or in part. Any alterations, amendments or cancellations will be implemented by the Promoter only. In the event of an alteration, amendment and/or cancellation the Promoter will not be liable for compensation. The promoter shall seek approval from the Gambling Authority and the general public shall be informed in the event of the occurrence of the forgoing.

7.11. All Participants and winners 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, 2018.

7.12. 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.

7.13. The Competition will be subject to all applicable laws in force at the time during the Competition Period.

7.13. These Competition Rules are also available on the Flying Fish Facebook ([www.facebook.com/ Flying Fish](https://www.facebook.com/FlyingFish)) page and website (<https://www.flyingfishafrica.com/en>).

