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**STAND THE CHANCE TO WIN ONE OF THIRTY GAMING CONSOLES PROMOTIONAL COMPETITION  
RULES**

**20<sup>TH</sup> MARCH 2024 – 28<sup>TH</sup> APRIL 2024**

**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; (c) directors, members, partners, agents, consultants or employees of the Promoter’s advertising and promotion agencies or associated companies; and (d) 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 an entrant (a “**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

**2. COMPETITION PERIOD**

This Competition will run from **20<sup>th</sup> March 2024** until **28<sup>th</sup> April 2024**, 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, a Participant must:
- 3.1.1 Purchase two 330ml or two 500ml Flying Fish six packs (the “**Qualifying Product**”) at any of the Promoter selected Checkers (the “**Participating outlets**”) and
- 3.1.2 swipe or scan the Participant’s relevant loyalty card for the respective Participating Outlet.

- 3.2 Entry is only valid through this medium and manner.
- 3.3 A Participant may enter the Competition as many times as he/she wishes.
- 3.4 Participants are liable for their own data and voice charges in respect of the entry into the Competition as well as the verification process, if applicable.

#### 4. DESCRIPTION OF PRIZE

- 4.1 The prize for this Competition is **PlayStation 5 Digital Edition + extra controller**. The Flying Fish branded PlayStation 5 console on advertisement is for promotional purposes, only. The promoter will be giving away generic PlayStation 5 consoles to the winners, chosen and communicated by the Promoter (the “Prize”).
- 4.2 There is a total of **PlayStation 5 Digital Edition across 235 x Checkers Liquor Outlets** and each Prize has a value of R15 000.

CHECKERS KING WILLIAMS TOWN 38099
CHECKERS LIQSHOP NAHOON 31801
CHECKERS VINCENT 31217
CHECKERS LIQSHOP MALMESBURY 67767
CHECKERS BIG BAY 44975
CHECKERS KORENVLIJ 93453
CHECKERS TABLEVIEW 53744
SHOPRITE SUNDOWN 31495
CHECKERS TABLE BAY 39582
CHECKERS VREDENBURG 53809
CHECKERS LIQSHOP RONDEBOSCH 35106
CHECKERS LIQSHOP SEA POINT 36699
CHECKERS SIXTY 60 DARK STORE 99873
CHECKERS LIQSHOP KLOOF 39079
CHECKERS LIQSHOP HOUT BAY 35114
CHECKERS LIQSHOP SUN VALLEY 82878
CHECKERS TOKAI 63470
CHECKERS PLUMSTEAD 30009
CHECKERS LIQUORSHOP KENILWORTH 0153
CHECKERS LIQUORSHOP UITZICHT 70378
CHECKERS FAIRBRIDGE 44909
CHECKERS PROTEA HEIGHTS 50479
CHECKERS DE GRENDEL 57502

CHECKERS DURBANVILLE 30724
CHECKERS CLARA ANNA G162
CHECKERS LIQSHOP COBBLE WALK 92431
CHECKERS CAPE GATE 44967
CHECKERS LIQSHOP OKAVANGO 82886
CHECKERS N1 CITY 42494
CHECKERS L/SHOP SPRINGBOK PLAZA
CHECKERS LIQ SHOP ROBERTSON
CHECKERS WHALE COAST MALL3957
CHECKERS LIQSHOP GORDON S BAY 92342
CHECKERS HERMANUS 59106
CHECKERS LIQSHOP HELDERBERG 81327
CHECKERS MOUNTAIN MILL LIQ
CHECKERS LIQSHOP 8789 VERGELEGEN PL
CHECKERS LIQSHOP 60634
CHECKERS PAROW 42509
CHECKERS SOMERSET WEST 53728
CHECKERS LIQ SHOP ZEVENWACHT 39061
CHECKERS LINGEN SQUARE 36681
SHOPRITE PAARL 49072
CHECKERS STELLENBOSCH 49941
CHECKERS DRAKENSTEIN 93356
CHECKERS LIQUORSHOP FRANSCHHOEK 150
CHECKERS WELGELEE PLEIN 58930
CHECKERS LIQSHOP EIKESTAD ML LC 926
CHECKERS LIQUORSHOP VREDENDAL MALL
CHECKERS LIQSHOP SWELLEN MARK 84105
CHECKERS BREDASDORP 58516
CHECKERS LIQ SHOP BEAUFORT WEST
CHECKERS LIQUORSHOP - BAYSIDE
CHECKERS LIQUORSHOP - HEIDERAND 349
CHECKERS LIQUORSHOP - OUDTSHOORN
CHECKERS LIQSHOP EQUINOX J-BAY 8573
CHECKERS CORCKWOOD 93487
CHECKERS JEFFREYS BAY 60498
CHECKERS LIQSHOP BAYWEST 94687
SHOPRITE PLETTENBERG BAY MALL LC9
CHECKERS KNYSNA 51386
CHECKERS LIQUORSHOP - ST GEORGE'S
CHECKERS LIQUORSHOP - EDEN MEANDER
CHECKERS LIQUORSHOP - YORK STREET
CHECKERS LIQSHOP GREEN ACRES 34998

CHECKERS BOARDWALK MALL 93495
CHECKERS 6TH AVENUE 58883
CHECKERS MOFFET 58875
CHECKERS METLIFFE PLAZA 30203
CHECKERS LIQSHOP NEWTON PARK 38934
CHECKERS LIQSHOP LORRAINE 82315
CHECKERS LANGENHOVENPARK 82828
S C LIQSHOP PRELLAR PLAIN 60561
CHECKERS LIQSHOP WOODLAND HILL 3321
CHECKERS BLOEMFOTEIN HYPER 52390
CHECKERS LIQSHOP WELKOM 35059
CHECKERS GOLDFIELDS MALL 59148
CHECKERS MOOI RIVER JUNCTION 66622
CHECKERS KLERKSDORP 52154
CHECKERS LIQSHOP FLAMWOOD 87292
CHECKERS POTCHEFSTROOM 51857
CHECKERS MATLOSANA MALL 87284
CHECKERS LIQSHOP 36623
CHECKERS LIQSHOP KROONSTAD 093086
SHOPRITE LIQSHOP VIRGINIA 66754
CHECKERS RUSTENBURG 38162
CHECKERS LIQUORSHOP MOUNTAIN VIEW
CHECKERS LIQSHOP MAFIKENG 90625
CHECKERS ZEERUST G138
CHECKERS RUSTENBURG 94734
CHECKERS UPINGTON 93542
CHECKERS KALAHARI MALL 52667
CHECKERS LIQSHOP KATHU 38984
CHECKERS LIQSHOP RIVERGATE 89367
CHECKERS VANDERBIJL PARK 36631
CHECKERS LIQSHOP PARYS 66664
SHOPRITE ARCON PARK 32603
CHECKERS LIQUORSHOP PARYS RIVERSHED
CHECKERS LIQSHOP EMFULENI 92902
CHECKERS LIQSHOP WOODBURN 84252
CHECKERS LC HILTON 94904
SHOPRITE LIQSHOP BROOKSIDE 81856
CHECKERS MIDLANDS MALL
CHECKERS ATHLONE PARK 16724
CHECKERS GALLERIA 54651
CHECKERS SOUTHWAY MALL 80729
CHECKERS QUEENSBURGH 86018

SHOPRITE SHALL CROSS RIDGE 60537
CHECKERS LIQSHOP NGEBS CIT 82331
CHECKERS LIQSHOP MTHATHA PLAZA 8572
CHECKERS LS LADYSMITH MICA MALL 083
CHECKERS RICHARDS BAY 31039
CHECKERS LIQSHOP OVERPORT 37849
CHECKERS LIQSHOP MT RICHMORE 60333
CHECKERS LIQUORSHOP BALLITO STEPS 9
CHECKERS LIQUORSHOP OCEANS MALL 152
CHECKERS OTHONGATHI MALL 90879
CHECKERS BALLITO JUNCTION 84595
CHECKERS LIQSHOP CORNUBIA 92504
CHECKERS LIQSHOP GATEWAY 38968
CHECKERS LIQSHOP VIRGINIA 80664
CHECKERS ST JOHNS 59122
CHECKERS LIQSHOP BLUFF 36568
CHECKERS LIQSHOP WESTVILLE 82365
CHECKERS FOOD SERVICES KZN
CHECKERS DAVENPORT
CHECKERS LIQUORSHOP THE COLONY 2 -
CHECKERS HILLCREST 50487
CHECKERS PAVILLION 49975
CHECKERS RESERVOIR HILLS 52243
CHECKERS SCOTTBURGH 59130
CHECKERS LIQSHOP SHELLEY 34281
CHECKERS TZANEEN LIFESTYLE 32881
CHECKERS LIQSHOP PHALABORWA 65480
CHECKERS LIQUORSHOP (MUSINA)
CHECKERS LIQUORSHOP (MAKHADO CROSSI)
CHECKERS LIQUORSHOP (LTT)
CHECKERS LIQSHOP GREEVALLEY 80290
CHECKERS LIQSHOP NORKEM PARK 89341
SHOPRITE LIQSHOP HARVEST PLACE 788
CHECKERS LIQSHOP WATERFALL CNR 3439
CHECKERS LIQSHOP GREENSTONE MALL 92
CHECKERS EDENVALE 54619
CHECKERS BONAEROPARK 59017
CHECKERS LIQSHOP MALL OF AFRICA 343
CHECKERS LIQSHOP FLAMINGO 92570
CHECKERS LIQSHOP BOKSBURG 67741
CHECKERS VILLAGE VIEW 94807
CHECKERS LS OLIVEWOOD 78130

SHOPRITE PALM SPRINGS - 078164
CHECKERS LIQSHOP SELCOURT 69549
CHECKERS LIQUOR SHOP- SPRING MALL 9
CHECKERS LAKEFIELD VILLAGE 010231
CHECKERS LIQSHOP NORTHMEAD 89359
CHECKERS EAST RAND RETAILPARK 35091
CHECKERS LIQSHOP BLUE BIRD 92554
CHECKERS LIQSHOP FERNDALE 83858
CHECKERS BRAM FISHER 59724
CHECKERS LIQSHOP RIVONIA 69913
CHECKERS LIQSHOP SANDTON 87412
CHECKERS ROSEBANK MALL 94750
CHECKERS LIQUORSHOP BRYANPARK 16004
CHECKERS LIQSHOP BRYANSTON 64905
CHECKERS LIQSHOP NICOLWAY 33154
CHECKERS LIQUORSHOP THE WOODS THE C
CHECKERS NEIGHBOURHOOD 94718
CHECKERS LIQSHOP THE GLEN 84171
CHECKERS LIQSHOP RANDFONTEIN 64989
CHECKERS LIQSHOP NOORDHEUWEL 92562
CHECKERS LIQSHOP CRADLESTONE 69858
CHECKERS LIQSHOP TAMBOTIE MALL 9239
CHECKERS LIQSHOP WILROGATE 87705
CHECKERS HORIZON VIEW 57146
CHECKERS LIQSHOP KWENA MALL 78449
CHECKERS WESTGATE 94865
CHECKERS ROODEPOORT 43987
CHECKERS ALLENS NEK 63357
CHECKERS WELTERVREDEN SQUARE 78122
CHECKERS CHARTWELL CORNER 78114
CHECKERS SUNHILL 15118
CHECKERS LIQSHOP KYALAMI 092384
CHECKERS JUKSKEI PARK 94849
CHECKERS LIQSHOP NORTHRIDING 93550
CHECKERS DESIGN QUARTER - 010192
CHECKERS LIQSHOP SUNNINGHILL 94409
CHECKERS LIQSHOP NORTHGATE 39605
CHECKERS OLIVEDALE - 015126
CHECKERS GREENERY G172
CHECKERS POLOKWANE 56166
CHECKERS LIQSHOP SAVANNAH LC 92376

CHECKERS MALL OF THE NORTH 30172
CHECKERS LIQSHOP ORCHARDS LC 62652
CHECKERS LIQSHOP LYDENBURG 89333
CHECKERS LIQSHOP WHITE RIVER 84202
CHECKERS LIQUORSHOP HAZYVIEW
CHECKERS MOUTSIYA M LC 96370
CHECKERS LIQSHOP SECUNDA 39011
CHECKERS LIQSHOP SAVEWAY 83866
CHECKERS KLIPFONTEIN 54936
CHECKERS LIQUOR SHOP MERINO MALL
CHECKERS BLAAUW VILLAGE 78431
CHECKERS LIQSHOP WONDERPARK 87307
SHOPRITE HEBRON 16847
CHECKERS LIQSHOP MODI MALL 36657
CHECKERS LIQSHOP BELAMALL 82501
CHECKERS HARTEBESPOORT 94653
CHECKERS MAGALIES CENTRE 94776
SHOPRITE BRITS MALL 59708
CHECKERS LIQSHOP SOUTHGATE MALL 703
PRESIDENT LIQUOR (FOCHVILLE)
CHECKERS LIQSHOP HEIDELBERG 82543
CHECKERS LIQSHOP NEW MARKET 69230
CHECKERS GLENVISTA 70386
CHECKERS LIQSHOP 6679 MALL OF THE S
CHECKERS BLUE CRANE G011
SHOPRITE LIQSHOP PIMVILLE G008
CHECKERS LIQSHOP WINGTIP LS 69515
CHECKERS KOLONADE 015134
SHOPRITE LIQSHOP QUEENSWOOD 83434
SHOPRITE LIQSHOP MAYVILLE 38659
CHECKERS GEZINA 53833
CHECKERS LIQUORSHOP THATCHFIELD - 0
CHECKERS IRENE LINK G017
CHECKERS LIQUORSHOP MALL AT 55 - 0
CHECKERS LIQSHOP FOREST HILL 82470
CHECKERS LIQSHOP KOSMOSDAL 64549
CHECKERS RASLOUW 53613
CHECKERS CLUBVIEW 094742
CHECKERS WOODLANDS BOULEVARD 94823
CHECKERS CASTLE GATE 094792
CHECKERS FOREST WALK 078106
CHECKERS LIQSHOP OLYMPUS 34354

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CHECKERS SILVER LAKES 37988
CHECKERS LIQSHOP PARKVIEW 32019
CHECKERS MORELETA PARK 54685

- 4.3 If the Participant wins a Prize, then they must redeem their Prize before the 31<sup>st</sup> of December 2024.
- 4.4 The Promoter does not guarantee in-store stock availability of a Prize, which shall at all times be subject to in-store stock availability at the relevant participating retailer or 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 his/her Prize, and the Promoter shall not be liable to provide a prize (or prizes) or a good (or goods) in substitution for a Prize which is not available due to stock being depleted.
- 4.5 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.
- 4.6 No person may win more than one Prize in this Competition.

## **5. WINNER SELECTION AND NOTIFICATION**

- 5.1 The winners will be selected by a random draw process. The draw will take place on or before 31<sup>th</sup> May 2024 and will consist of all valid entries received during the Competition Period.
- 5.2 A winner will be notified by the Promoter via a telephone call on or before 3 June 2024. 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.
- 5.3 The Promoter will send the Prize and the Prize redemption instructions to a winning Participant via delivery using the delivery details provided by the Participant, on a date as determined by the Promoter.



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## 6. WINNER VERIFICATION

- 6.1 A 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 Participant may be asked to provide a copy of his/her legal and valid identity document/passport/driver's license/proof of residential address/proof of purchase, if applicable, in order to be eligible 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 by the Promoter and a Participant will only be regarded as a winner after the verification process set out in these Competition Rules has been completed to the satisfaction of the Promoter. Failing successful verification of a Participant, 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 Participant to verify his/her eligibility and/or the validity of a Participant's entry. After a Participant has been informed of certain Competition requirements by the Promoter or an individual, including (without limitation) those set out in Competition Rule 1.1 (a)-(d), the Promoter may disqualify a Participant 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 a Prize and will not be compensated in any way.
- 6.4 A Participant will be ineligible to win, and automatically be excluded from winning, a Prize under this Competition if a Participant previously won a prize to the value of R10 000 or more in the preceding 12 months from the start date of this Competition.

## 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.

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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) a 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 a original winner was chosen.

## **8. GENERAL**

8.1 Should the process for entry into the Competition or the Prize/s involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.

8.2 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, 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, drawings or other creative works, created pursuant to the Participant's entry in the Competition.

8.3 In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.

8.4 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 a Prize in its entirety with no compensation to any party by the Promoter.

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8.5 Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to:

8.5.1 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

8.5.2 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 a 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.

8.6 With the exception of Competition Rule 8.5 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 sharing personal information is obtained from the relevant Participant by the Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.

8.7 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:

8.7.1 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

8.7.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.

8.8 The Promoter may make media announcements containing, or otherwise publish, the names and/or photographs of a winner without remuneration being payable to a winner, provided

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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.

- 8.9 Should a Prize not be available despite the Promoter's reasonable endeavours to procure a Prize, the Promoter reserves the right to substitute a 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.
- 8.10 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.
- 8.11 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.
- 8.12 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.
- 8.13 **Each Participant indemnifies and holds harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and 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 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.**
- 8.14 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, organized 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.

- 8.15 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.
- 8.16 These Competition Rules are also available on [www.flyingfishafrica.com](http://www.flyingfishafrica.com) .