

FLYING FISH PIMP MY POZI COMPETITION RULES

18 JULY 2024 – 19 SEPTEMBER 2024

1. INTRODUCTION

- 1.1 This promotional competition (“**Competition**”) is run by The South African Breweries (Pty) Ltd (“**Promoter**”) and is, unless otherwise set out in these Competition Rules, 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

- 2.1 The Competition will consist of two stages, namely the Pozi selection stage (“**Phase 1**”) and the design selection stage (“**Phase 2**”).
- 2.2 The Competition will run as follows:
- 2.2.1 Phase 1 of the Competition will run from 18 July 2024 until 22 August 2024; and
- 2.2.2 Phase 2 of the Competition will run from 27 August 2024 until 19 September 2024, all dates inclusive, or until the Promoter provides a public notice that the Competition has ended, whichever is earlier (each a “**Competition Period**”). Entries will only be accepted during each respective Competition Period.

3. COMPETITION ENTRY PROCESS

3.1 This Competition will take place on the Flying Fish website available at: <https://www.flyingfishafrica.com/en> (the “Flying Fish Website”) and the Flying Fish social media pages available at: @flyingfishsa on Instagram, Flying Fish South Africa on Facebook, and @FlyingFishSA on X (the “Participating Platforms”).

Phase 1: Pozi selection stage:

3.2 In order to enter Phase 1 of the Competition, a Participant must:

3.2.1 follow Flying Fish on one of the Participating Platforms; and

3.2.2 nominate a “Pozi” (defined below) in need of an upgrade via the Flying Fish Website or one of the Participating Platforms by:

(a) taking a video of the Pozi the Participant is nominating;

(b) explaining why the Participant’s Pozi is in need of an upgrade and deserves to win; and

(c) uploading the video to the Flying Fish Website or sending the video via direct message to Flying Fish on one of the Participating Platforms.

3.3 The Participant must ensure the nominated Pozi meets the following upfront standard requirements:

3.3.1 no structural changes to the Pozi are needed;

3.3.2 there is no structural damage present in the Pozi (i.e., broken doors, windows and/or other fixtures); and

3.3.3 the Participant has the express written permission to furnish the space from the Participant’s owner and/or landlord (if applicable).

3.4 For the purposes of this Competition, a “Pozi” is defined as housing with the primary purpose of accommodating tertiary education students located within the Cape Town metropolitan

area or Johannesburg metropolitan area, managed by DigsConnect (Pty) Ltd, which may include:

3.4.1 on-campus accommodation, being residential facilities located within the campus of an educational institution including:

- (a) single bedrooms: individual rooms typically furnished with a bed, desk and storage, often sharing common facilities such as bathrooms and kitchens with other students; and
- (b) flats: self-contained units with multiple bedrooms, a shared living area, kitchen and sometimes bathrooms, designed to house a small group of students; and

3.4.2 off-campus accommodation: housing located outside the campus of an educational institution including:

- (a) shared houses: houses rented by a group of students or professionals (including postgraduate students) living together, sharing communal areas like the kitchen, bathroom and living room;
- (b) private halls of residence: similar to on-campus halls but operated by private companies, providing various types of rooms and shared facilities; and
- (c) digs: informal lodging arrangements where students rent a room in a private home, often sharing amenities with the homeowner and other tenants.

Phase 2: Design selection stage

3.5 In order to enter Phase 2 of the Competition, a Participant must:

3.5.1 be an interior design student at a tertiary educational institution situated within the Cape Town metropolitan area or Johannesburg metropolitan area and be under 26 years of age;

- 3.5.2 follow Flying Fish on one of the Participating Platforms and make the Participant's personal profile public in order for the Promoter to share content with the Participant; and
- 3.5.3 design an upgrade to the selected winning Pozis from Phase 1 using Leroy Merlin décor and furnishings, which will be executed by Leroy Merlin in conjunction with the winning Participants from Phase 2 of the Competition. The following rules apply to the design:
- (a) the budget for the purchasing of décor and furnishing from Leroy Merlin, as well as the use of the Leroy Merlin installation services (if required) is limited to R30,000 excluding VAT per Pozi. The winners of Phase 2 of the Competition will be given a voucher for Leroy Merlin for the purchase of the relevant décor and furnishings and to facilitate any installation services and associated fees up to the value of R30,000 excluding VAT;
 - (b) the design must not make structural changes to the Pozi;
 - (c) the design must use Leroy Merlin décor and furnishing as well as products and services available from their website only. These can be ready-made products or items the Participant intends to build and/or create themselves using the Leroy Merlin installation services (<https://leroymerlin.co.za/installation-services>) within the R30,000 excluding VAT budget;
 - (d) the design must be simple enough to execute but contain a 'wow factor' in the opinion of the Panel of Judges;
 - (e) the design must represent the essence of Flying Fish and student lifestyle;
 - (f) the design must make use of Flying Fish colours (which will be provided by the Promoter via the Flying Fish Website);
 - (g) the Participant must not receive help from any other professional designer or architect;

- (h) the Participant may consult with Leroy Merlin staff only in accordance with the process set out on the Flying Fish Website;
 - (i) the Participant must submit the design via the Flying Fish Website with their personal details and contact information;
 - (j) the design upload must not be larger than 10MB; and
 - (k) the Participant must submit a design based on the Pozi within the Participant's metropolitan area (being either Cape Town or Johannesburg).
- 3.6 The winning Participants of Phase 2 of the Competition will execute the implementation of the winning Participant's design, in conjunction with Leroy Merlin.
- 3.7 Entry is only valid through these mediums and in these manners. A Participant may only enter Phase 1 of the Competition once. A Participant may enter Phase 2 of the Competition as many times as he/she wishes.
- 3.8 Participants are liable for their own data and voice charges in respect of the Competition participation as well as any verification process, if applicable.
- 4. DESCRIPTION OF PRIZE**
- 4.1 There are three prizes available to be won for Phase 1 of this Competition, namely upgrades to the winning Pozis with Leroy Merlin furnishings and/or décor to the value of R30,000.00 each (the "**Main Prize**") in line with the winning designs from Phase 2 of the Competition, executed by Leroy Merlin in conjunction with the winning Participant from Phase 2 of the Competition.
- 4.2 There are three prizes available to be won for Phase 2 of this Competition, namely cash prizes to the value of R10,000.00 (the "**Cash Prize**") for each winning designer.
- 4.3 There are seven instant prizes available to be won throughout the Competition Period for consumers who enter and participate in Phase 1 and/or Phase 2 of the Competition, namely vouchers to the value of R1,000.00 each from a leading ecommerce retailer in South Africa (the "**Instant Prize**").

- 4.4 Together, the Main Prizes, Cash Prizes and Instant Prizes constitute the “Prizes”.
- 4.5 No person may win more than one of each Prize in this Competition.
- 4.6 The winner may not transfer the Prize, in whole or in part, to any other person or exchange the Prize for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.7 The Promoter will contact the winner to make arrangements for the winner to receive his/her Prize. The winners of the Main Prize will receive the upgrades to his/her Pozi after Phase 2 of the Competition, commencing from 10 October 2024.

5. WINNER SELECTION AND NOTIFICATION

Main Prizes:

- 5.1 The winner of the Main Prize will be selected by a panel of judges appointed by the Promoter who will consider all valid entries provided during Phase 1 of the Competition Period and decide, in his/her sole discretion who the winner will be. The winning Pozis will be selected based on their fit to the criteria presented, the supporting rationale provided by the Participant.
- 5.2 The panel of judges will consist of:
- 5.2.1 1 x Leroy Merlin design expert, who will review the space for design possibilities of the Pozi;
 - 5.2.2 1 x DigsConnect representative, who will review the up-front space requirements of the Pozi have been met and ensure that landlord approvals are in place; and
 - 5.2.3 1 x Flying Fish brand representative, who will review the space provided to ensure it aligns to the brand campaign, and is a space that the Flying Fish brand would want to display and own to the public,
- the “Panel of Judges”.
- 5.3 The judge’s decision is final and no correspondence will be entered into.

- 5.4 The winners of the Main Prize will be notified by the Promoter via direct message on social media or via a phone call on or before 27 August 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.

Cash Prizes:

- 5.5 The Panel of Judges appointed by the Promoter will consider all valid entries provided during Phase 2 of the Competition Period and decide, in his/her sole discretion, the nine finalists for Phase 2 of the Competition. The designs of the nine finalists will be uploaded to the Flying Fish Website for a public vote to take place from 25 September 2024 until 4 October 2024. The Promoter will select the winner in its sole discretion based on which finalists received the highest number of votes.
- 5.6 The Promoter's decision is final and no correspondence will be entered into.
- 5.7 The winners of Phase 2 of the Competition will be notified by the Promoter via direct message on social media or via a phone call on or before 10 October 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.

Instant Prizes:

- 5.8 The winners of the Instant Prizes will be selected via random draws. The draws will take place during Phase 2 of the Competition and will consist of all valid entries received to date during Phase 1 and Phase 2 of the Competition.
- 5.9 The winners of the Instant Prizes will be notified by the Promoter via direct message on social media or via a phone call on or before the next Friday following each random draw. 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 The 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. The 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, proof of enrolment in a tertiary institution as well as any registration details regarding the Participant's selected course, 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 The Prize will only be awarded by the Promoter and the Participant will only be regarded as the winner after the verification process set out in these Competition Rules has been completed to the satisfaction of the Promoter. Failing successful verification of the 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 the Participant to verify his/her eligibility and/or the validity of the 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 the 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 the Prize and will not be compensated in any way.
- 6.4 The Participant will be ineligible to win, and automatically be excluded from winning, a Prize under this Competition if the 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 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 the 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 the Prize is forfeited a substitute winner may be chosen in the same manner as the 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 the Prize in its entirety with no compensation to any party by the Promoter.

- 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 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.
- 8.6 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 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.
- 8.7 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 the winner without remuneration being payable to the winner,

provided that the Promoter will not do so if the 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 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 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 the winner which are not expressly contemplated as part of the 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 the Prize, including any and all claims for any loss or damages incurred by a third party such as the landlord and/or land owner of the winning Pozi. 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 <https://www.flyingfishafrica.com/en/terms-and-conditions>.