

## FLYING FISH RITUAL KIT COMPETITION RULES

22 JULY 2022 – 22 AUGUST 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 (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 all entrants (“**Participants**”) constitutes acceptance of these Competition Rules.

### 2. Competition Period

This Competition will run from 22 July 2022 until 22 August 2022, both dates being 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. A valid Facebook account and internet access will be required in order to successfully enter this Competition.
- 3.2. The Competition will take place on Facebook. During the Competition Period, the Promoter will put up a Competition post on Facebook (available at <https://www.facebook.com/FlyingFishSA>) (“**Competition Post**”).
- 3.3. In order to enter the Competition, a Participant must: (i) click on the following Flow Room registration link that will be posted on the Competition Post: <https://www.flyingfishafrica.com/flow-room>; (ii) register and provide the following information as requested on the site to which the Participant will be directed after clicking the foresaid link: (a) name; (b) surname; (c) cell phone number; (d) date of birth; (e) email address; (f) interest in music; (g) how they like their Flying Fish beverage consumed;

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and (h) their interest in fashion; and (iii) post a screenshot of their successful registration in the comments section of the Competition Post.

- 3.4. Entry is only valid through this medium and in this manner. A Participant may only enter the Competition once.
- 3.5. 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 Prizes

- 4.1. The prize for this Competition is 1 of 5 ritual serving kits consisting of the following items: (i) 2 fishbowl drinking glasses with stands; (ii) 1 pack of straws; (iii) 1 bottle of syrup; (iv) 1 jar of tea bags; (v) 1 jar of dried lemon wedges; (vi) a recipe card; and (vii) 1 Flying Fish 500ml can (“Prize”).
- 4.2. There are a total of 5 Prizes available to be won during Competition Period and each Prize has a value of approximately R450, with a total value of approximately R2 250 for all the Prizes together.
- 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 winner’s address within the Republic of South Africa by no later than 12 September 2022. The Promoter will contact winner to arrange delivery.

### 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 25 August 2022 and will consist of all valid entries received during the Competition Period.
- 5.2. The winners will be notified by the Promoter via direct message on Facebook on or before 8 September 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. The winners 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 a 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 a winner. Failing successful verification of a 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 a 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. 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.
- 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 an 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. 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 a 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:
  - 8.4.1. 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

- 8.4.2. 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.
- 8.5. 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 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.
- 8.6. A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
- 8.6.1. 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
- 8.6.2. destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 8.7. 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 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.
- 8.8. 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 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 winners which are not expressly contemplated as part of a 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 winners indemnify 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 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 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.**
- 8.13. 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 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.
- 8.14. 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.
- 8.15. These Competition Rules are also available on [www.flyingfishafrica.com/terms-and-conditions](http://www.flyingfishafrica.com/terms-and-conditions).