

DRY BAR EVENT TICKETS COMPETITION RULES

30 JUNE 2023; 7 JULY 2023; 12 JULY 2023 AND 13 JULY 2023

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 Gauteng, 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 an entrant (a “**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

2. COMPETITION PERIOD

This Competition will take place from: (i) 12:00 until 16:00 on 30 June 2023; (ii) 12:00 until 23:59 on 7 July 2023; and (iii) 11:00 on 12 July 2023 until 23:59 on 13 July 2023, respectively, 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 In order to enter the Competition, a Participant must during the Competition Period: (i) visit the Flying Fish website (available at www.flyingfishafrica.com) (the “**Website**”); (ii) complete the entry form on the Website by providing the relevant information as prompted, including a Participant’s: (a) name and surname; (b) mobile number; (c) email address; (d) date of birth; (e) gender; and (f) the province within South Africa in which the Participant resides; and (iii) answer one of the following questions with the options available in the dropdown list: “*where*

is your favourite place to have a Flying Fish?”, “what do you do for fun?” and “would you like information on future events and promotions?”.

- 3.2 Once a Participant has completed and submitted the entry form, they will be redirected to a waitlist, which shall comprise of all Participants who have validly entered the Competition. Participants will thereafter be allocated a position on the waitlist which will determine the Participant’s likelihood of winning a Prize (as further detailed in Competition Rule 4.1 below).
- 3.3 A Participant may increase their chances of winning a Prize by completing actions as prompted on the Website to improve their position on the waitlist, including: (i) referring friends to enter the Competition via a unique link ; (ii) answering a survey; (iii) following the social media pages of the Promoter; and (iv) sharing the link in a tweet on Twitter, tagging the Promoter using the handle @FlyingFishSA and using the hashtag #RefreshingTakeOnDry.
- 3.4 Entry is only valid through this medium and manner.
- 3.5 A Participant may only enter the Competition once.
- 3.6 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 The prize for this Competition is: (i) one set of double tickets to attend the Flying Fish Dry Bar event scheduled to take place on 20 July 2023 at 50 Bath Ave, Rosebank, Johannesburg, 2196 (the “**Event**”); and (ii) 2 x e-hailing service vouchers to the combined value of R400 to attend the event (the “**Prize**”).
- 4.2 There are a total of 10 Prizes available to be won during the Competition Period and each Prize has a value of approximately R600.
- 4.3 The winner will be permitted to bring one additional guest to enjoy the Prize (the “**Additional Attendee**”).
- 4.4 In order to receive the Prize, the winner and the Additional Attendee will be required to sign and return an Event indemnity form provided by the Promoter.

- 4.5 Except for the 2 x e-hailing service vouchers included in the Prize as set out in Competition Rule 4.1 above, a winner and the Additional Attendee will be responsible for making their own arrangements to enjoy the Prize, including the cost of travel to the local venue or event and any accommodation costs.
- 4.6 In addition to the Prize, any Participants who have validly entered the Competition pursuant to Competition Rule 3, but who have not been selected as a winner of a Prize, may be eligible to receive a participation reward, the value and reward of such will be determined solely by the Promoter (the “**Reward**”). The selection of Participants for the Reward is at the sole discretion of the Promoter, and the Promoter reserves the right to determine the nature and value of the reward in its sole discretion as well as when and how the Participants are selected for the Reward. The Participant’s eligibility to receive a Reward is subject to stock availability and any verification requirements as set out in Competition Rule 6.
- 4.7 No person may win more than one Prize or Reward in this Competition.
- 4.8 A winner or Participant may not transfer a Prize or Reward, in whole or in part, to any other person or exchange a Prize or Reward for an alternate prize, reward or for its cash value. A winner may not substitute him/herself with any other person.
- 4.9 The Promoter will contact a winner or Participant via email to make arrangements for a winner to receive a Prize or Reward.

5. WINNER SELECTION AND NOTIFICATION

- 5.1 The first 4 Participants on the waitlist at or about 16:00 on 30 June 2023, and the first 2 Participants on the waitlist at or about 23:59 on 7 July 2023 will be selected as the winners for that day of the Competition Period, and the first 4 Participants on the waitlist at or about 23:59 on 13 July 2023 will be selected as the winners.
- 5.2 A winner will be notified by the Promoter or its nominated agent via email on or before 17 July 2023. 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 AND/OR REWARD RECIPIENT VERIFICATION

- 6.1 A winner and the Additional Attendee and any recipient of a Reward 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 and the Additional Attendee 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 Prizes or Reward. 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 or Reward will only be awarded by the Promoter and a Participant will only be regarded as a winner or recipient of a Reward 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 or recipient of a Reward 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 (i)-(iv), 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.

7. PRIZE AND/OR REWARD FORFEITURE

- 7.1 A Participant, a winner and the Additional Attendee, and any recipient of a Reward 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 or Reward.

7.2 If a winner or Participant is unable to attend, receive or utilise (as applicable) a Prize or Reward then the entire Prize or Reward 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 or Participant to attend, receive or utilise (as applicable) a Prize or Reward.

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 or Reward involve any alcoholic beverage, Participants and the Additional Attendee 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.
- 8.5 Each Participant by participating in the Competition, and each Additional Attendee, by attending the Event acknowledges, agrees and expressly consents to:
- 8.5.1 the Promoter processing the Participant and/or the Additional Attendee'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 and/or the Additional Attendee'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 and the Additional Attendee 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 and/or the Additional Attendee 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 and/or the Additional Attendee 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 Participant, winner and/or the Additional Attendee without remuneration being payable to a Participant, winner and/or the Additional Attendee, provided that the Promoter will not do so if a Participant, winner and/or the Additional Attendee 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 or Reward not be available despite the Promoter's reasonable endeavours to procure a Prize or Reward, the Promoter reserves the right to substitute a Prize or Reward 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 Participant, winner and/or the Additional Attendee which are not expressly contemplated as part of a Prize or Reward.
- 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 and the Additional Attendee 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, 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.
- 8.15 By participating in the Competition, each Participant and the Additional Attendee 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.