

DRONE ACTIVATION COMPETITION RULES

13 JULY 2024 - 13 JULY 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 be run on 13 July 2024, 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 This Competition will take place during the international rugby match held at Kings Park Stadium (the “**Stadium**”) located in Jacko Jackson Dr, Stamford Hill, Durban, 4025, South Africa on 13 July 2024 (the “**Event**”).
- 3.2 To enter the Competition, each Participant must:
- 3.2.1 **Step 1:**

- (a) purchase one 500ml non-returnable bottle of Castle Lager (the “**Qualifying Product**”) at the designated beer garden inside the Stadium;
- (b) the Promoter and/or the Promoter’s Representatives will randomly select a Participant, who has complied with Competition Rule 3.2.1(a) above, to stand a chance to participate in Step 2 as detailed in Competition Rule 3.2.2 below (the “**Nominated Participant**”);
- (c) following the successful competition of the step detailed in Competition Rule 3.2.1(b), the Promoter and/or the Promoters Representative will instruct the Nominated Participant to choose three people present at the Stadium to participate in Step 2 (the “**Drone Activation Team**”). If the Drone Activation Team agree to participate in Step 2, they will be deemed to have entered the Competition and will be automatically entered into the Competition; and
- (d) the Drone Activation Team must agree to and complete Annexure A when agreeing to participate in this Competition;

3.2.2 Step 2:

- (a) during halftime of the Event, approximately between 17h50 and 18h00, the Promoter and/or the Promoter's Representative will instruct the Drone Activation Team to approach the field at the Stadium, where a drone will be deployed at a distance of above 50 meters from the Drone Activation Team, to release a ball. Each member of the Drone Activation Team will have an opportunity to try catch the ball and, if they successfully do so, they will qualify to win a Prize, as detailed in Competition Rule 4 below; and
- (b) pursuant to clause 3.2.2(a) above, if all the members of the Drone Activation Team all catch the ball, they will be invited to watch the rest of the Event from a suite within the Stadium identified by the Promoter and/or the Promoter's Representative.

3.3 Entry is only valid through this medium and manner.

3.4 A Participant may only enter the Competition once.

4. DESCRIPTION OF PRIZES

- 4.1 The prize for this Competition is one case of 24 x 330 ml non-refundable bottles of Castle Lager per month for a period of 12 months (each, a “Prize”).
- 4.2 There are a total of four Prizes available to be won during the Competition Period and each Prize has a value of approximately R4,800.00.
- 4.3 A winner can only redeem one Castle Lager case per month within the period of 12 months.
- 4.4 If a winner fails to redeem or is unable to receive the Castle Lager case within a particular month, the winner will forfeit the Castle Lager case for that month.
- 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 The Prizes will be delivered by the Promoter or its nominated agent to a winner’s address within the Republic of South Africa. The Promoter will contact a winner to arrange delivery.
- 4.7 No person may win more than one Prize in this Competition.

5. WINNER VERIFICATION

- 5.1 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, 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.
- 5.2 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.

5.3 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. PRIZE FORFEITURE

6.1 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.

6.2 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.

6.3 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.

7. GENERAL

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

7.2 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.

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

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

7.5.1 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

7.5.2 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.

7.6 With the exception of Competition Rule 7.5 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.

- 7.7 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
- 7.7.1 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
 - 7.7.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 7.8 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.
- 7.9 Should Prize not be available despite the Promoter's reasonable endeavours to procure Prize, the Promoter reserves the right to substitute 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.
- 7.10 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 Prize.
- 7.11 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.
- 7.12 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.

- 7.13 **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 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.**
- 7.14 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.
- 7.15 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.
- 7.16 These Competition Rules are also available on www.castlelager.co.za.

ANNEXURE A

WAIVER AND INDEMNITY FORM

I, the undersigned,

NAME	AND	SURNAME:
_____	_____	_____
IDENTITY		NUMBER:
_____		_____
CELL	PHONE	NUMBER:
_____	_____	_____

have been invited by The South African Breweries (Pty) Limited (“SAB”), and have accepted and agreed of my own free will and volition, to participate in and/or attend the following excursion and/or event (the “Activity”):

DESCRIPTION:

LOCATION/S:

DATE/S:

I understand that the Activity may be dangerous and may involve risks of property damage and/or physical injury. I further understand that SAB, its officers, directors, employees, service providers, affiliated companies and agents will not be and/or are not responsible for any injuries, health related issues, property damage or liability that may arise from my participation in the Activity. I assume full responsibility for the decision to take part in the Activity and the consequences thereof.

I hereby irrevocably and unconditionally: (a) release SAB and its officers, directors, employees, service providers, affiliated companies and agents, from and against any and all claims which I or a third party have or may have for any injuries, property damage, pain and suffering, or any other cause of action arising out of the Activity; and (b) indemnify and hold harmless SAB and or any of its officers, directors, employees, service providers, affiliated companies and agents against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees) and damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from my participation in any way howsoever in the Activity and which I, my family, dependants or other third party may suffer and/or incur.

I hereby consent to: (i) SAB processing my personal information, including my name, telephone number and identity number during and after the course and scope of the Activity; and (ii) SAB transferring my personal information to the relevant third parties in order to make any required travel, delivery or other arrangements, as may be applicable, for my participation in the Activity, which processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013, as amended.

I further consent thereto that, while participating in the Activity, SAB may capture all forms of digital images, photographs, videos, clips, audio clips and other media of me (including my name) (the "Media"). I acknowledge, agree and consent thereto that SAB may make media announcements, publish, reproduce or broadcast the Media for promotional purposes for a period of 12 months following my participation in the Activity and without remuneration being made payable to me. I acknowledge and understand that I will have no proprietary rights in the Media.

I acknowledge and agree that any costs and expenses associated with the Activity not expressly stated by SAB to be for the account of SAB, shall be for my own account and not recoverable from SAB in any manner whatsoever.

Legal implications and meaning of Waiver and Indemnity:

I am aware that this document has legal consequences and that if I do not understand its contents or implications, I should discuss same with my legal representatives before signing it.

This Waiver and Indemnity Form and any claims or disputes of any nature whatsoever, shall be governed by the laws of South Africa and may only be instituted in a South African court to the exclusion of all other jurisdictions.

Next of Kin

I hereby consent that SAB may contact and/or notify the following person as my next of kin in the case of an emergency:

NAME AND SURNAME:

CONTACT NUMBER:

RELATIONSHIP:

Agreement to Terms of Waiver and Indemnity:

I understand and accept that SAB and or any of its officers, directors, employees, service providers, affiliated companies and agents do not accept any liability in connection with my participation in the Activity.

I confirm that I understand that this Waiver and Indemnity means that I and any of my dependants, relatives or other third parties shall not have any claim of any kind against SAB (or any of their associates, holding, subsidiary and/or affiliated companies, officers, directors, employees, service providers, and agents) in connection with my participation in the Activity.

I agree to the terms of this Waiver and Indemnity and authorisation.

(Full names and surname of Signatory)

Signed on this _____ day of _____

Signature