

CASTLE LAGER KEEP IT WITHIN COMPETITION RULES

7 NOVEMBER 2022 – 31 DECEMBER 2023

1. Introduction

- 1.1. This promotional competition ("**Competition**") is run by The South African Breweries (Pty) Ltd ("**Promoter**") and is open to: (i) all persons of 18 years or older and resident in South Africa; and/or (ii) all South African owned and founded businesses that are registered with the Companies and Intellectual Properties Commission ("**CIPC**") and operate within the Republic of South Africa ("**Local Businesses**"), represented by an authorised representative of the Local Business, provided that: (a) the authorised representatives of a Local Business are persons of 18 years of age or older; (b) the Local Business has a registered address in the Republic of South Africa; and (c) the Local Business has valid and up to date CIPC records and statements, 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 7 November 2022 until 31 December 2023, 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

This Competition will take place in store at participating outlets and has two parts ('Airtime Promotion' and 'Local Business Support') as further detailed below, it being recorded that each part of the Competition will have different Prizes that can be won.

- 3.1. In order to enter the Competition, a Participant must purchase either (subject to availability) (i) a Castle Lager 750ml returnable bottle; or (ii) a Castle Lager 500ml can at any participating outlet

during the Competition Period (the “**Qualifying Product**”). The Participant shall then find the 10-digit unique code on the crown underliner of a 750 ml returnable bottle or can ring pull of a 500ml can of the Qualifying Product. Participants must then accurately dial *120*1895*unique code# and follow the prompts to successfully validate the entry, there being one unique code per can/bottle (entry costs 20 cents per 20 seconds). The Participant will then be required to: (a) verify the Participant’s age and provide the information requested, which may include (but not be limited to) the Participant’s name, phone number, email address and/or location; and (b) nominate their favourite Local Business, in order for the Participant to qualify to win an instant prize, or for the Local Business to qualify to win a prize.

- 3.2. Mobile network operator data costs may apply.
- 3.3. Entry to win an instant prize is only available to subscribers on South African cell phone networks.
- 3.4. Participants will be liable for their own data and voice charges in respect of participating in the Competition as well as any verification process, if applicable.
- 3.5. Proof of entering the Competition does not constitute proof of winning a Prize.
- 3.6. No late entries will be accepted.
- 3.7. A Participant may manually enter the Competition no more than 350 times during the Competition Period (each time with a different valid unique code from the Qualifying Product). The entries are limited to no more than five times per day per Participant during the Competition Period. Participants will receive a notification to their cell phone once they have exceeded the maximum entries per day. Notwithstanding this, the Promoter has the right to block the cell phone numbers of any Participants who are deemed by the Promoter in its sole discretion to be abusing the Competition Entry process.

4. Description of Prizes (collectively known as the “Prizes”)

4.1. Airtime Promotion

- 4.1.1. The instant Prize for Participants is one of 18 000 prepaid airtime rewards worth R10 each (“**Instant Prize**”).
- 4.1.2. The Instant Prize will be automatically credited to the cell phone number from which the valid unique code was sent (provided the code is a winning code). Winners will receive confirmation of the Instant Prize credited directly from their cell phone network within 48 hours of entry. The Promoter is not liable for any delays in the delivery of the Instant Prize.

- 4.1.3. Should a Participant win an Instant Prize and should the number from which the USSD code is sent in accordance with Competition Rule 3.1, be under a prepaid subscription, the prepaid subscription will be automatically credited with the Prize within 48 hours of the winner entering the Competition.

4.2. Local Business Funding or Support

- 4.2.1. The Prizes for Local Businesses that have been selected by Promoter following nominations in accordance with Competition Rule 3.1 above, is one or a combination of the following, dependent on the results of the relevant draw process set out in in Competition Rule 5:

4.2.1.1. marketing support chosen by Promoter (the total value during the entire Competition Period to all Local Businesses, and allocated per Local Business at Promoter's sole discretion, being approximately R34 000 000), which might consist of: (i) digital marketing; (ii) advertising of the Local Business's brand on the Promoter's website and social media platforms; and (iii) the inclusion of the Local Business's name, the owner of the Local Business's face, and the community in which the Local Business is located on selected 500ml Castle Lager cans ("**Marketing Support Prize**");

4.2.1.2. a yearly subscription to the 'MyDough' platform which will make available to the Local Business training modules and workshops relating to a variety of topics ("**Local Business Development Prize**") which is valued at either (i) approximately R10 200 for winners eligible to receive only this Local Business Development Prize and; (ii) approximately R24 000 for winners eligible to receive both the Local Business Development Prize and the Seed Funding Prize, dependant on the outcome of the random draw process set out in Competition Rule 5; and/or

4.2.1.3. Seed Funding worth R40 000 ("**Seed Funding Prize**"),
(collectively, "**Local Business Prizes**")

- 4.2.2. There are a total of: (i) 49 Marketing Support Prizes; (ii) 49 Local Business Development Prizes; and (iii) four Seed Funding Prizes, available to be won during the Competition Period.

- 4.2.3. The award of the Prizes set out in Competition Rule 4.2 are subject to the Local Business signing any additional agreements as may be determined by the Promoter in its sole discretion.

- 4.3. No Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.4. The Promoter does not guarantee in-store stock availability of a Prize (if applicable), which shall at all times be subject to stock availability, 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. The Promoter will contact a winner to arrange delivery.

5. Winner Selection and Notification: Local Business Prizes

- 5.1. The winners of the Local Businesses Prizes will be selected by random draw process and each draw will consist of all valid entries which are received before the draw.
- 5.2. The Promoter may, at its sole discretion, amend any dates set out in these Competition Rules.
- 5.3. For Local Businesses who are eligible to receive the Marketing Support Prize, there will be a total of 16 winners selected for each random draw by the Promoter during the Competition Period on each of the following dates:
 - (i) 10 January 2023;
 - (ii) 9 May 2023; and
 - (iii) 12 September 2023.
- 5.4. The winners selected to receive the Marketing Support Prize will be notified via phone call within 48 hours of the Promoter completing the verification process.
- 5.5. For Local Businesses who are eligible to receive the Local Business Development Prize, there will be a total of 16 winners selected for each draw by the Promoter during the Competition Period on each of the following dates:
 - (i) 3 January 2023;
 - (ii) 2 May 2023; and
 - (iii) 5 September 2023.
- 5.6. For the Seed Funding Prize, there will be one winner selected via random draw by the Promoter during the Competition Period every three months on each of the following dates:
 - (i) 31 January 2023;
 - (ii) 31 May 2023;
 - (iii) 31 September 2023; and

(iv) 31 December 2023.

5.7. The winners selected in accordance with Competition Rule 5.2, 5.3 and 5.4 above will be notified via phone call from a third party selected by Promoter within 48 hours of the Promoter completing the verification process. This third party will attempt to reach the selected winner by phone call three times in order to verify any details required by the Competition Rules. If the Promoter is unable to contact a winner, or the vetting process is failed by the selected 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. A winner, if a natural person, 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 identity document/passport/driver's license/proof of residential address/proof of purchase, if applicable, in order to be eligible to receive the Prizes. Local Businesses may be asked to provide their full company name and registration number, the director's particulars (name/surname/ID), the Local Businesses address, and a short description of the Local Business. 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. Prize will only be awarded by the Promoter and a Participant or Local Business 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 or Local Business, 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 or Local Business to verify their eligibility and/or the validity of a Local Business or Participant's entry. The Promoter may disqualify a Participant or Local Business 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 or Local Business is invalid or ineligible, the relevant Participant or Local Business shall not be entitled to receive a 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 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 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 a winner 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. **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.

- 8.13. 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.castlelager.co.za.