

CASTLE DOUBLE MALT LAUNCH CAMPAIGN - BEES PROMOTION RULES

23 AUGUST 2021 - 4 OCTOBER 2021

1. Introduction

- 1.1. This promotion (the “**Promotion**”) is run by The South African Breweries (Pty) Limited (the “**Promoter**”) on the official digital ordering platform, BEES, operated by the Promoter and available at <https://www.mybees.co.za/> for the business-to-business sale of alcoholic and non-alcoholic beverages and which can also be downloaded as the BEES South Africa application on iOS or Android devices (“**BEES**”).
- 1.2. The Promotion is open to all licenced customers of the Promoter, represented by an authorised representative individual, and shall include wholesalers, taverns, bars, restaurants and other retail outlets (the “**Customer**”), provided that: (i) the Customer representatives are persons of 18 (eighteen) years or older; (ii) the Customer has a registered address in the Republic of South Africa; (iii) the Customer has a valid liquor licence to trade and a certified copy of the licence has been submitted to the Promoter; (iv) the Customer has an active trading account with the Promoter; (v) the owner of the Customer shall be the only person authorised to place orders on the BEES platform; and (vi) and only orders placed using BEES will be considered for the Promotion.
- 1.3. The following persons shall be excluded from participating in the Promotion: (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 Promotion, or (c) advertising and promotion agencies and associated companies engaged by the Promoter in respect of this Promotion.
- 1.4. The rules set out in this document constitute the rules which will govern the Promotion (“**Promotion Rules**”).
- 1.5. Participation in the Promotion by all Customers (“**Participants**”) constitutes acceptance of these Promotion Rules.

2. Promotion Period

This Promotion will run from 23 August 2021 until 4 October 2021 or until the Promoter provides a public notice that the Promotion has ended, whichever is earlier (“**Promotion Period**”). Entries will only be accepted during the Promotion Period.

3. Promotion Entry Process

- 3.1. In order to enter the Promotion, a Participant must’ve purchase either: (i) 10 x cases of ‘Castle Double Malt’ comprising of 24 x non-returnable bottles of Castle Double Malt each bottle being 340ml; or (ii)

10 x cases of 'Castle Double Malt' comprising of 24 x cans of Castle Double Malt each can being 410ml ("**Qualifying Product**") from the Promoter via the BEES platform.

- 3.2. By purchasing the Qualifying Products and provided the Qualifying Products are delivered during the Promotion Period, a Participant will qualify to stand a chance to receive the Offer (as described below).
- 3.3. The Promoter does not guarantee availability of the Qualifying Products during the Promotion Period. The Promoter shall not in any manner whatsoever be liable should the stock of the Qualifying Products be depleted prior to a Participant being able to purchase the Qualifying Products.
- 3.4. Entry is only valid through this medium.
- 3.5. A Participant can enter the Promotion as many times as a Participant wishes, unless stated otherwise by the Promoter.
- 3.6. Participants will be liable for their own data and voice charges in respect of ordering the Qualifying Products and participation in the Promotion as well as any verification process, if applicable.

4. Description of Offer

- 4.1. If a Participant purchases the Qualifying Products during the Promotion Period and provided that the Participant meets the Participant eligibility criteria set out in Promotion Rule 1.2 and compliance with Promotion Rule 3 above, the Participant shall qualify to stand a chance to receive 5 x Castle Double Malt branded ice buckets by the Promoter (the "**Offer**"). The Offer will only be made to the first 20 Participants that submit a valid entry during the Promotion Period.
- 4.2. Offers cannot be exchanged for alternate products, for the cash value of such Offer or applied as a credit against the Participant's BEES account.
- 4.3. Entry into the Promotion as well as the purchase of the Qualifying Products and application of the Offer shall be subject to any regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 ("**Regulations**").
- 4.4. The Offer will be delivered by the Promoter or its nominated agent to the winning Participant's address within the Republic of South Africa. The Promoter will contact the winning Participant to arrange delivery of the Offer.

5. Participant Verification

- 5.1. Participants will be verified as complying with the Participant eligibility criteria set out in Promotion Rule 1.2. Winning Participants and/or their representatives may be asked to provide a copy of their liquor licence, identity document, passport, driver's license and/or proof of registered address in order to receive the Offer. 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 Promotion, all Participants consent to the validation and verification measures that the Promoter may implement from time to time.

- 5.2. The Offer will only be applied after successful verification of the relevant winning Participant.
- 5.3. The Promoter reserves the right to carry out audits in respect of any Participants to verify their eligibility and/or the validity of the Participants' entries. The Promoter may disqualify any Participants if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of entries or otherwise falsifying data. All entries or Participants determined by the Promoter to be invalid, or ineligible will forfeit all rights to any Offer and will not be compensated in any way.

6. General

- 6.1. All Participants must comply with the Regulations at all times and any non-compliance with the Regulations will result in automatic disqualification. It shall be the sole responsibility of the Participants to observe and comply with any and all restrictions imposed by the Regulations from time to time. All Participants indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, against any losses or damages arising from a breach of the provisions of the Regulations by such Participants and the Promoter shall not in any manner whatsoever be liable for any transgressions by any Participant in this regard.
- 6.2. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 6.3. 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 the Offer in its entirety with no compensation to any party by the Promoter.
- 6.4. Each Participant, by participating in the Promotion, acknowledges, agrees and expressly consents to the following:
 - 6.4.1. the Promoter may process the Participant and its representatives' 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 Promotion; and
 - 6.4.2. where applicable, the Promoter may transfer the Participant and its representatives' personal information, including names, telephone numbers, identity numbers and/or email addresses, to the relevant third parties in order to make any required delivery or other arrangements, as may be applicable, during the course and scope of the Promotion,

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 Promotion.

- 6.5. A Participant may, by addressing a request in writing to the deputy information officer of the Promoter (at lufuno.shinwana@za.ab-inbev.com), request the Promoter to:
- 6.5.1. correct or delete personal information about the Participant in its possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or
- 6.5.2. destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 6.6. With the exception of Promotion Rule 6.4 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 Promotion Rules and/or the Offer, where such disclosure is permitted by law and/or where consent to the Promoter sharing personal information is obtained from the Participants. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 6.7. The Promoter may make media announcements or publish the names, logos, trademarks and/or photographs of the Participants without remuneration being made payable to the Participants, provided that any such Participant may expressly elect to decline this by written communication to the Promoter.
- 6.8. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the Participants during the course and scope of the Participants participation in the Promotion.
- 6.9. These Promotion Rules may be amended by the Promoter on public notice at any time during the Promotion Period or thereafter. These Promotion Rules will be interpreted by the Promoter only.
- 6.10. The Promoter reserves the right to alter, amend or cancel this Promotion 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.
- 6.11. **All Participants indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, 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 Promotion or their receipt of the Offer. This**

indemnity is not intended to exclude any liability for any person which cannot be excluded under the Consumer Protection Act 68 of 2008, if applicable.

6.12. 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 Promoters shall not be responsible for the failure of any technical element relating to this Promotion 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 applications from agents, third parties, organized groups or applications automatically generated by computer will be accepted. Entries will only be accepted if they comply with all entry instructions. 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 Promotion.

6.13. By participating in the Promotion each Participant gives the Promoter consent to market its products and campaigns to Participant on the BEES platform or otherwise, using the details provided by the Participant on the BEES platform, which Participants may decline by opting out via the opt out mechanism provided on the communications.

6.14. These Promotion Rules are available online, for more information please visit the BEES platform or follow this link www.castlelager.co.za.