

CASTLE LAGER KZN FLOODS CAMPAIGN

14 APRIL 2022 - 22 APRIL 2022

1. Introduction

- 1.1. This 'Castle Lager KZN Floods' campaign is an initiative to encourage people to take action and create hope for a better South Africa ("**Campaign**"). The Campaign will be run by The South African Breweries (Pty) Ltd ("**Promoter**") and is open to all persons of 18 years or older.
- 1.2. The terms and conditions set out in this document constitute the rules which will govern the Campaign ("**Campaign Rules**").
- 1.3. Participation in the Campaign by all participants meeting the requirements of Campaign Rule 1.1 above ("**Participants**") constitutes acceptance of these Campaign Rules.
- 1.4. The Campaign is designed to encourage aid to be given to those affected by the Kwa-Zulu Natal flooding. Subject to Campaign Rule 4, the Promoter undertakes to donate R5.00 to the Gift of the Givers charitable organisation for every comment posted by Participants on the Castle Lager social media platforms of the Promoter, in accordance with these Campaign Rules.

2. Campaign Period

This Campaign will run from 14 April 2022 until 22 April 2022, both dates inclusive, or until the Promoter provides a public notice that the Campaign has ended, whichever is earlier ("**Campaign Period**"). The Promoter shall also be entitled to extend the Campaign Period in its sole discretion. Participants will only be eligible to participate in the Campaign during the Campaign Period.

3. Participation in the Campaign

- 3.1. This Campaign will take place on the official Castle Lager social media pages of the Promoter on Twitter, Instagram and Facebook. In order to participate in the Campaign, a Participant must comment in the comment section of the relevant post by the Promoter related to the Campaign (available at @CastleLager) (the "**Campaign Posts**"). A comment on a Campaign Post will constitute a valid entry into the Campaign if the comment details how the Participant is actively helping or contributing to those affected by the flooding in the Kwa-Zulu Natal province.
- 3.2. Participation in the Campaign is only valid through this medium and in this manner.

- 3.3. A Participant may participate in the Campaign as many times as he/she wishes but only the first 5 comments made by a Participant will be counted as entries in the Campaign and towards the donation contemplated in Campaign Rule 4.1 below.
- 3.4. Participants are liable for their own data and voice charges in respect of the Campaign participation as well as any verification process, if applicable.
- 3.5. Participation in the Campaign shall be subject to any regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 (“**Regulations**”).

4. Description of the Campaign

- 4.1. For every comment posted on the Campaign Posts in accordance with Campaign Rule 3.1, the Promoter undertakes to donate R5.00 to Gift of the Givers charitable organisation, up to a maximum value of R500,000.00. The Promoter reserves the right to deliver a financial donation, a donation in kind or a combination of both, in its sole discretion.
- 4.2. The Promoter will deliver the donation to Gift of the Givers charitable organisation on or before 25 April 2022.
- 4.3. For the avoidance of doubt, no monetary award will be provided to the Participants for their participation in the Campaign.

5. Comment Verification

- 5.1. All Participants must be over the age of 18 (eighteen) years old and will be verified as complying with the Participant eligibility criteria set out in Campaign Rule 1 and the requirements in these Campaign Rules, which may be verified by or on behalf of the Promoter. Participants may be asked to provide a copy of his/her identity document/passport/driver’s license. 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 Campaign, all Participants consent to the appropriate validation and verification measures that the Promoter may implement from time to time.
- 5.2. The Promoter reserves the right to carry out audits in respect of Participants to verify his/her eligibility and/or the validity of a Participant’s participation in the Campaign. 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.

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. Participants indemnify and hold harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and its associated companies, against any losses or damages arising from a breach of the provisions of the Regulations by such Participant, and the Promoter shall not in any manner whatsoever be liable for any transgressions by any Participant in this regard.

- 6.2. To the extent that any intellectual property rights vest in the Participants through the creation and submission of content, including without limitation any pictures, videos, drawings or other creative works, in response to the Campaign Posts in order to enter this Campaign, any and all intellectual property arising as a result will vest in the Promoter and the Participants hereby waive any associated rights. The Participants shall indemnify 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 participation in the Campaign 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 participation in the Campaign.
- 6.3. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 6.4. Each Participant, by participating in the Campaign, acknowledges, agrees and expressly consents to:
 - 6.4.1. 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 Campaign; and
 - 6.4.2. the Promoter transferring the 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 Campaign,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 Campaign.
- 6.5. With the exception of Campaign 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 give effect

to these Campaign Rules, 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.

- 6.6. A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
 - 6.6.1. 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
 - 6.6.2. destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 6.7. The Promoter may make media announcements containing, or otherwise publish, the names and/or photographs of Participants without remuneration being payable to Participants, provided that the Promoter will not do so if Participants communicate 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.
- 6.8. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by Participants which are not expressly contemplated as part of the Campaign.
- 6.9. These Campaign Rules may be amended by the Promoter on public notice at any time during the Campaign Period or thereafter. These Campaign Rules will be interpreted by the Promoter only.
- 6.10. The Promoter reserves the right to alter, amend or cancel this Campaign 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, 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 Campaign. This indemnity is not intended to exclude any liability for any person which cannot be excluded under the Consumer Protection Act 68 of 2008.**
- 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 Promoter shall not be responsible for the failure of any technical element relating to this Campaign 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. Participation in the Campaign will only be valid and accepted if it complies with all participation 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 Campaign.

- 6.13. By participating in the Campaign, 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 Campaign participation process for the purposes of facilitation of the Campaign. 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.
- 6.14. Where applicable, a Participant shall in no way post or share a picture in response to the Campaign Posts that includes a minor, or that is of an immoral, scandalous or illegal nature, or which is likely to have an adverse effect on the reputation of the Promoter including, but not limited to, the underage drinking of minors, persons drinking while pregnant, abusive or sexual behaviour and/or the participation in dangerous activities. In such case, participation in the Campaign will be deemed invalid and the Promoter reserves the right to request a Participant to promptly remove such response from the Campaign Posts.
- 6.15. These Campaign Rules are also available on www.castlelager.co.za.