

## KELLY ROWLAND SIGNED BOTTLE GIVEAWAY

15 SEPTEMBER - 23 NOVEMBER 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 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) the 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 15 September 2023 until 23 November 2023, both dates 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

- 3.1. The Competition will have three different entry mechanisms (each a "**Category**"), as further detailed below:
  - 3.1.1. in order to enter the Competition in "**Category 1**", each Participant must complete the competition entry form on the Brutal Fruit viral sweep website (available at <https://app.viralsweep.com/sweeps/full/a513c9-141061?framed=1> ) by providing the following details: (a) name and surname; (b) contact number; (c) email address; (d) date of birth; (e) gender; (f) province where the Participant resides; (g) What comes to mind when they think of Brutal Fruit
  - 3.1.2. in order to enter the Competition in "**Category 2**", each Participant must:

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- (a) successfully complete the Category 1 entry criteria in Competition Rule 3.1.1 (the “**Category 1 Entry Criteria**”); and
  - (b) spin the virtual wheel (available at <https://app.viralsweep.com/sweeps/full/a513c9-141061?framed=1> after completing the Category 1 Entry Criteria;
- 3.1.3. in order to enter the Competition in “**Category 2**”, each Participant must:
- (a) successfully complete the Category 1 Entry Criteria;
  - (b) share the uniquely generated ‘friend referral’ link with an eligible participant who has not previously completed the Category 1 Entry Criteria; and
  - (c) ensure the referred ‘friend’ from Competition Rule 3.1.3(b) successfully completes the Category 1 Entry Criteria using the uniquely generated ‘friend referral’ link from Competition Rule 3.1.3(b); and
- 3.1.4. in order to enter the Competition in “**Category 3**”, each Participant must:
- (a) successfully complete the Category 3 entry criteria in Competition Rule 3.1.3; and
  - (b) spin the virtual wheel (available at <https://app.viralsweep.com/sweeps/full/a513c9-141061?framed=1>
  - (c) after the first referred ‘friend’ per Competition Rule 3.1.3(b) successfully completes the Category 1 Entry Criteria using the uniquely generated ‘friend referral’ link from Competition Rule 3.1.3(b).
- 3.2. Entry is only valid through this medium and manner.
- 3.3. A Participant may enter Category 3 as many times as the Participant wishes but may only enter Categories 1, and 2 once.
- 3.4. 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 Prizes

### Category 1:

- 4.1. The prizes for Category 1 consist of 1 of 40 Kelly Rowland signed affirmation bottles engraved with your name.

### Category 2 and 3:

- 4.2. The prizes for Category 2 and Category 3 consist of the following instant prizes (each an “**Instant Prize**”):
  - 4.2.1. 1 of 100 Brutal Fruit 6 x 275ml vouchers with an approximate value of R80.00 each;
  - 4.2.2. 1 of 6 @Home vouchers with an approximate value of R500 per voucher;
  - 4.2.3. 1 of 7 Sorbet vouchers with an approximate value of R300.00 per voucher;

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**General:**

- 4.3. The Category 1 Prize will be sent by the Promoter or its nominated agent directly to the email address of each winner on or about 28 February 2024.
- 4.4. Each Instant Prize will be sent electronically by the Promoter or its nominated agent to the winner's email address on or about the same date that the winner was awarded an Instant Prize after completing either Competition Rule 3.1.2(b) or 3.1.4(b). Notwithstanding this Competition Rule 4.8, the Promoter or its nominated agent will arrange delivery of the Instant Prizes set out in Competition Rules 4.3.3, 4.3.4, 4.3.5, and 4.3.6 by on or about 23 November 2023.
- 4.5. No person may win more than:

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4.5.1. 1 of the Category 1 or Category 3 Prizes in this Competition. A Category 3 Prize will have preference over a Category 1 Prize if a Participant is eligible to receive both a Category 1 and 3 Prize per Competition Rule 5.1; and

4.5.2. 2 Instant Prizes in this Competition. However, a person may win a combination of up to 2 Instant Prize(s) in conjunction with either a Category 1 or Category 3 Prize in this Competition.

The Category 1, 3 and Instant Prizes are hereinafter collectively referred to as the “**Prize(s)**”.

4.6. There are a total of 153 Prizes available to be won during the Competition Period, with a total value in excess of approximately R30 000.

4.7. 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.

### **5. Winner Selection and Notification**

5.1. The winners of the Category 1 Prizes will be selected by the 24<sup>th</sup> of February 2024 via separate random draw processes for Category 1 and Category 3 and each draw will consist of all valid entries received during the Competition Period for that Category.

5.2. The winners of the Instant Prizes will be selected immediately upon entering the Competition as set out in Competition Rules 3.1.2(b) or 3.1.4(b) via a random Instant Prize allocation facilitated by a gamification platform algorithm (the virtual wheel spin).

5.3. The winners will be notified by the Promoter: (a) via phone or email for Category 1 and Category 3 respectively on or about 24 February 2024; and (b) via notification on the gamification platform immediately upon entering the Competition as set out in Competition Rules 3.1.2(b) or 3.1.4(b). If the Promoter is unable to contact the winners, 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 Prize will only be awarded by the Promoter and a Participant 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, a substitute winner may be selected at the discretion of the Promoter.

6.2. The Promoter reserves the right to carry out audits in respect of a Participant to verify the Participant's eligibility and/or the validity of a Participant's entry. 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, or the Guest, is invalid or ineligible, the relevant Participant shall not be entitled to receive a

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Prize and will not be compensated in any way.

**7. Prize Forfeiture**

- 7.1. A winner must communicate his/her and the Guest's (as applicable) 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, or the Guest (as applicable) 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. **A winner shall procure the compliance by the Guest (where applicable) of these Competition Rules, and hereby indemnifies the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and of its associated companies, against any and all losses, whether direct, indirect, consequential or otherwise, arising out of a claim or threatened claim by the Guest in relation to this Competition.**
- 8.2. Should the process for entry into the Competition or a Prize involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.
- 8.3. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.

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- 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, acknowledges, agrees and expressly consents (and shall obtain from its Guest, as applicable, consent) to:
- 8.5.1. the Promotor processing the Participant's and the Guest'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 Promotor transferring the winning Participant's and Guest'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/or Guest 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 Guest 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 Guest 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 winner and/or Guest without remuneration being payable to either the winner and/or Guest, provided that the Promoter will not do so if a winner and/or Guest communicates in writing to the

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- Promoter that he/she does not want his/her names or photographs to be contained in media announcements or otherwise published.
- 8.9. 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 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 winner or Guest which are not expressly contemplated as part of a Prize.
- 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 indemnifies and holds harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and of 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, or the Guest's (where applicable), 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. A winner of this Competition is excluded from winning any further promotional competitions run by the Promoter for a 24-month period after winning.
- 8.15. 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

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not limited to Botnets, Sim Farms, Trojans, SMS malware may not be used when entering the Competition.

- 8.16. 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.
- 8.17. These Competition Rules are also available on [www.brutalfuit.co.za](http://www.brutalfuit.co.za).