

BRUTAL FRUIT SPRITZER CELEBRATE YOURSELF BEES PROMOTION RULES

24 OCTOBER 2023 – 24 NOVEMBER 2023

1. INTRODUCTION

- 1.1 This promotion (“**Promotion**”) is run by The South African Breweries (Pty) Ltd (“**Promoter**”) on the official digital ordering platform, BEES, operated by the Promoter and available at www.beescoupons.com/litchiseche and www.beescoupons.com/litchisechemm 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 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 Promotion; (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.
- 1.3 The rules set out in this document constitute the rules which will govern the Promotion (“**Promotion Rules**”).
- 1.4 Participation in the Promotion by an entrant (a “**Participant**”) constitutes acceptance of these Promotion Rules by that Participant.

2. PROMOTION PERIOD

This Promotion will run from 24 October 2023 until 24 November 2023, both dates inclusive, 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 participate in the Promotion, a Participant must:

- 3.1.1 locate a Brutal Fruit point-of-sale display device with a BEES QR code at any of the Promoter's selected participating formal on-premise and main market outlets as indicated on the Promoter's website (the "**Participating Outlets**") and scan the QR code on the point-of-sale display device located at the relevant Participating Outlet, which will direct the Participant to the Bees website;
 - 3.1.2 sign up to the BEES website by providing the details as prompted; and
 - 3.1.3 enter the one-time verification code that the Participant will receive via SMS.
- 3.2 Entry is only valid through this medium and manner.
- 3.3 Participants are liable for their own data and voice charges in respect of the Promotion participation as well as any verification process, if applicable.
4. **DESCRIPTION OF AN OFFER**
 - 4.1 If the Participant complies with Promotion Rule 3 and meets the Participant eligibility criteria set out in Promotion Rules 1.2 and 1.3 during the Promotion Period, the Participant shall qualify to receive a BEES digital Coupon ("**Coupon**") to the value of: (i) R30.00, for on premise outlets; and (ii) R15.00 for main market outlets, which may be redeemed by the Participant to receive a 500ml Brutal Fruit Spritzer (the "**Offer**").
 - 4.2 There is a total of 20,000 Offers available to be given away during the Promotion Period.
 - 4.3 To redeem a Coupon, a Participant must present his/her Coupon to the sales representative at the point-of-sale at a Participating Outlet. The Coupon will only be valid during the Promotion Period.
 - 4.4 A Participant who receives an Offer may not transfer the Offer, in whole or in part, to any other person or exchange an Offer for an alternate offer or for its cash value. A Participant who receives an Offer may not substitute him/herself with any other person.
5. **PARTICIPANT VERIFICATION**
 - 5.1 The Participant will be verified, by or on behalf of the Promoter, with the Participant eligibility criteria set out in Promotion Rule 1.2 and 1.3 and the requirements in these Promotion Rules.

The Participant must be over the age of 18 years old and 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 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 appropriate validation and verification measures that the Promoter may implement from time to time.

- 5.2 An Offer will only be awarded by the Promoter and the Participant will only be regarded as being entitled to an Offer after the successful verification process set out in these Promotion Rules has been completed to the satisfaction of the Promoter. Failing successful verification of a Participant, a substitute a Participant may be selected to at the discretion of the Promoter.
- 5.3 The Promoter reserves the right to carry out audits in respect of a Participant who receives an Offer, and/or the representative of the Participant, to verify the Participant's eligibility and/or the validity of the Participant's participation. The Promoter may disqualify the Participant if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of the means of participating or otherwise falsifying data. Should the Promoter or its agent determine that participation or the Participant is invalid or ineligible, the Participant shall not be entitled to receive an Offer and will not be compensated in any way.

6. OFFER FORFEITURE

- 6.1 A Participant who receives an Offer 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 an Offer.
- 6.2 If a Participant is unable to attend, receive or utilise (as applicable) an Offer then the entire Offer 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 Participant to attend, receive or utilise (as applicable) an Offer.
- 6.3 Time permitting and subject to the Promoter's approval, where an Offer is forfeited a substitute Participant may be chosen in the same manner as an original Participant was chosen to receive an Offer.

7. GENERAL

- 7.1 Should the process for participation into the Promotion or the Offer/s involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.
- 7.2 In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 7.3 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 an Offer in its entirety with no compensation to any party by the Promoter.
- 7.4 Each Participant, by participating in the Promotion, acknowledges, agrees and expressly consents to:
- 7.4.1 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 Promotion; and
 - 7.4.2 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 Promotion for utilisation of an Offer,
- 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.
- 7.5 With the exception of Promotion Rule 7.4 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 an Offer, 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.

- 7.6 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
- 7.6.1 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
 - 7.6.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 7.7 The Promoter may make media announcements containing, or otherwise publish, the names and/or photographs of a Participant who receives an Offer without remuneration being payable to a Participant who receives an Offer, provided that the Promoter will not do so if a Participant who receives an Offer communicates in writing to the Promoter that it/he/she does not want it/his/ her names or photographs to be contained in media announcements or otherwise published.
- 7.8 Should an Offer not be available despite the Promoter's reasonable endeavours to procure an Offer, the Promoter reserves the right to substitute an Offer 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.
- 7.9 The Promoter will not be responsible for any costs, expenses or other liabilities incurred by a Participant who receives an Offer which are not expressly contemplated as part of an Offer.
- 7.10 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.
- 7.11 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.
- 7.12 **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 Promotion or his/her receipt, participation, ownership and/or use of an 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.

- 7.13 The Promoter shall not be responsible for any lost, damaged, corrupted, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of attempted participation will not be accepted as proof of participation. The Promoter 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 participation from an agent, third party, organised group or entry automatically generated by computer will be valid or accepted. Participation 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 Promotion.
- 7.14 By participating in the Promotion, 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 Promotion entry process for the purposes of facilitation of the Promotion. 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.
- 7.15 These Promotion Rules are also available on <https://www.brutalfruit.co.za>.