

BRUTAL FRUIT SPRITZER CELEBRATE YOURSELF COMPETITION RULES

24 OCTOBER 2023 - 24 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: (i) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families; (ii) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Competition; (iii) directors, members, partners, agents, consultants or employees of the Promoter’s advertising and promotion agencies or associated companies; and (iv) 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 an entrant (a “**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

2. COMPETITION PERIOD

This Competition will run from 24 October 2023 until 24 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 This Competition will have 2 different entry mechanisms (each a “**Category**”), as further detailed below:

3.1.1 **Category 1: Entry via swiping store-card (“Category 1”)**

In order to enter the Competition via Category 1, Participants will be required to:

- (a) purchase any 2 x Brutal Fruit spritzer 6 packs, each containing non-returnable

bottles at any of the following: (i) participating Pick 'n Pay outlets; (ii) participating Shoprite outlets; and/or (iii) participating Checkers outlets; or

- (b) purchase 1 x case of Brutal Fruit spritzers comprising 24 non-returnable bottles at participating Makro outlets; and
- (c) swipe their relevant store card at checkout at the relevant participating outlet for an automatic entry into this category of the Competition;

3.1.2 **Category 2: Entry via purchasing Qualifying Products (“Category 2”)**

In order to enter the Competition via Category 2, Participants will be required to: (i) purchase any 2 x Brutal Fruit spritzer 6 packs, each containing non-returnable bottles at participating TOPS outlets; (ii) scan the QR code located at the point of sale in the relevant outlet with a mobile device; (iii) upon scanning the QR code, provide the requisite details as prompted; and (iv) attach/upload a photo of proof of purchase of the qualifying products.

3.2 Each of the aforementioned participating outlets, as indicated on the Promoter’s website, shall be collectively referred as the “**Participating Outlets**”.

3.3 Entry is only valid through the above mediums and manner.

3.4 A Participant may enter the Competition as many times as he/she wishes.

3.5 Participants are liable for their own data and voice charges in respect of the Competition participation, redemption of Prizes as well as any verification process, if applicable.

4. DESCRIPTION OF PRIZE

4.1 The prizes for this Competition are the following:

4.1.1 **Category 1**

- (a) 1 of 100 limited edition Brutal Fruit branded cooler boxes, each to the value of R860.25, for entry at participating Checkers outlets;

- (b) 1 of 150 limited edition Brutal Fruit branded cooler boxes, each to the value of R860.25, for entry at participating Shoprite outlets;
- (c) 1 of 23 Brutal Fruit branded beach umbrellas, each to the value of R4,780 for entry at participating Makro outlets; or
- (d) one local trip of the winner's choice, as further communicated by the Promoter, for entry at participating Pick 'n Pay outlets, to the value of R150,000.

4.1.2 Category 2

1 of 100 Brutal Fruit branded Instax cameras, each to the value of R1,366.04, for entry at participating TOPS outlets,

(each a “Prize” and collectively the “Prizes”).

- 4.2 A winner of the Prize as referred to in Competition Rule 4.1.1(d) will be permitted to bring three guests to redeem the Prize (the “Additional Attendees”). The Additional Attendees shall be deemed to be Participants under these Competition Rules by participating in the redemption of the Prize and, accordingly, all provisions of these Competition Rules which apply to the Participants shall also apply to the Additional Attendees. A winner and the Additional Attendees will be responsible for making their own arrangements to redeem the Prize, including the cost of travel to and from the local venue or event, and any accommodation costs, if applicable, not communicated as forming part of the Prize by the Promoter. In order to receive the Prize, the winner and Additional Attendees will be required to sign and submit an indemnity form to the Promoter which will be provided by the Promoter.
- 4.3 No person may win more than one Prize in this Competition.
- 4.4 The winner may not transfer the Prize, in whole or in part, to any other person or exchange the Prize for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.5 The Promoter will contact the winner to make arrangements for the winner to receive his/her Prize.

5. WINNER SELECTION AND NOTIFICATION

- 5.1 The winners will be selected via multiple random draws conducted by the Promoter or its nominated agent on or before 11 December 2023, and each random draw shall consist of all valid entries received by each Participating Outlet during the Competition Period.
- 5.2 The winner will be notified by the Promoter or its nominated agent via email and/or telephone on or about 18 December 2023. If the Promoter or its nominated agent is unable to contact a 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 The winners and the Additional Attendees 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. The Participants and the Additional Attendees 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 a Prize. 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 The Prize will only be awarded by the Promoter and the Participant will only be regarded as the winner after the verification process set out in these Competition Rules has been completed to the satisfaction of the Promoter. Failing successful verification of the Participant, 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 the Participant to verify his/her eligibility and/or the validity of the Participant's entry. After a Participant has been informed of certain Competition requirements by the Promoter or an individual, including (without limitation) those set out in Competition Rule 1.1 (i)-(iv), the Promoter may disqualify the 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 is invalid or ineligible, the relevant Participant shall not be entitled to receive the Prize and will not be compensated in any way.

- 6.4 The Participant will be ineligible to win, and automatically be excluded from winning, a Prize under this Competition if the Participant previously won a prize to the value of R10 000 or more in the preceding 12 months from the start date of this Competition.

7. PRIZE FORFEITURE

- 7.1 The winners and the Additional Attendees must communicate their 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 the winner and/or the Additional Attendees are 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 the 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 the Prize in its entirety with no compensation to any party by the Promoter.

- 8.4 Each Participant, by participating in the Competition, and the Additional Attendees acknowledges, agrees and expressly consents to:

8.4.1 the Promoter processing the Participants and the Additional Attendees 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 Participants and the Additional Attendees 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 the 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 the 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 and/or the Additional Attendees 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 and/or the Additional Attendees 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 and/or the Additional Attendees 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 the winner and the Additional Attendees without remuneration being payable to the winner and the Additional Attendees, provided that the Promoter will not do so if the winner and/or the Additional Attendees 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 the Prize, the Promoter reserves the right to substitute the 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.
- 8.9 The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winner and the Additional Attendees which are not expressly contemplated as part of the 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 and the Additional Attendees 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 the 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, organised 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 and the Additional Attendees gives the Promoter consent to: (i) market its products and campaigns to the Participant; (ii) conduct market research using personal information of the Participant and the Additional Attendees 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 and the Additional Attendees during the Competition entry process for the purposes of facilitation of the Competition. A Participant and/or the Additional Attendees 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.brutalfruitsa.co.za.