

**CASTLE LITE SA20 SIXTY60 PROMOTIONAL COMPETITION RULES****08 JANUARY 2024 - 11 FEBRUARY 2024****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) 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 an entrant (a "**Participant**") constitutes acceptance of these Competition Rules by that Participant.

**2. Competition Period**

This Competition will run from 08 January 2024 until 11 February 2024, 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 is run on the Shoprite Checkers (Pty) Ltd-operated official Checkers Sixty60 digital platform ("**Checkers Sixty60**") for the business-to-consumer grocery delivery platform, and which can be downloaded as the Sixty60 South Africa mobile application on iOS or Android supported devices ("**Sixty60 App**").
- 3.2 To enter the Competition, a Participant must:

- 3.2.1 download the Sixty60 App and sign-up for an account on the Sixty60 App or log in to their existing account on the Sixty60 App; and
  - 3.2.2 purchase two x Castle Lite six-packs of either 330ml non-returnable bottles, 410ml cans or 500ml cans (the “**Qualifying Product(s)**”) on the Sixty60 App during the Competition Period.
- 3.3 Automatic entry into prize draws:
- 3.3.1 Participants who successfully enter the Competition, in accordance with Competition Rule 3.2 within the period of 08 January 2024 and 26 January 2024 (both dates inclusive) (“**Grand Prize Competition Period**”), will automatically be entered into the following draws:
    - (a) the draws to stand a chance to win one of the Hamper Prizes (as defined in Competition Rule 4.1.1), which shall take place in accordance with Competition Rule 5.1; and
    - (b) the draw to stand a chance to win the Grand Prize (as defined in Competition Rule 4.1.2) which shall take place in accordance with Competition Rule 5.2.
  - 3.3.2 Participants who successfully enter the Competition, in accordance with Competition Rule 3.2 within the period of 27 January 2024 and 11 February 2024 (both dates inclusive), will automatically be entered into the remaining draws of the Competition to stand a chance to win one of the Hamper Prizes (as defined in Competition Rule 4.1.1), which draws shall take place in accordance with Competition Rule 5.1. For the avoidance of doubt, Participants who enter the Competition after 26 January 2024 will not be eligible for entry to the Grand Prize draw outlined in Competition Rule 5.2.
- 3.4 Entry is only valid through this medium and manner.
- 3.5 A Participant may enter the Competition as many times as he/she wishes.
- 4. Description of Prize**
- 4.1 There are two prize categories for this Competition:

4.1.1 **Prize Category 1:** a hamper which consists of:

- (a) one x Castle Lite branded cooler box;
  - (b) two x Castle Light branded 500ml draught glasses; and
  - (c) two x Castle Lite branded cricket hats,
- (the “**Hamper Prize**”); and

4.1.2 **Prize Category 2:** attendance at the SA20 cricket final match taking place in Cape Town on 10 February 2024 (the “**Event**”), which includes:

- (a) two x tickets to the Event to be used by the winner and a guest of their choosing (subject to Competition Rule 6.1);
  - (b) accommodation within Cape Town for two people (the type and duration of accommodation to be determined at the Promoter’s sole discretion), including food and drinks; and
  - (c) only if the winner is not resident within Cape Town, up to two return trip domestic flight tickets and airport transfers, as necessary for the winner and their guest to attend the Event,
- (the “**Grand Prize**”).

Each of the Hamper Prizes and Grand Prize being referred to as a “**Prize**” and, together, the “**Prizes**”.

4.2 There are a total of 30 Hamper Prizes available to be won during the Competition Period and each Hamper Prize has a value of approximately R1,800.

4.3 There is one Grand Prize available to be won during the Competition Period. The total approximate value of the Grand Prize excluding flights (i.e., if the winner is resident in Cape Town) is R12,000, and the total approximate value of the Grand Prize including flights (i.e., if the winner is not resident within Cape Town) is R20,000.

- 4.4 The 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.
- 4.5 The Promoter and Checkers Sixty60 do not guarantee the availability of the Qualifying Products during the Competition Period. The Promoter and Checkers Sixty60 shall not, in any manner whatsoever, be liable should the Qualifying Product be depleted prior to the Participant being able to purchase the Qualifying Product, and the Promoter and Checkers Sixty60 shall not be liable to provide a good (or goods) or prize (or prizes) in substitution for the Qualifying Product.
- 4.6 The Hamper Prize will be delivered by the Promoter, or its nominated agent, to the winner's address within the Republic of South Africa. The Promoter will contact the winner to arrange delivery of the Hamper Prize.
- 4.7 The Promoter, or its nominated agent, will contact the winner to make arrangements with respect to the winner's enjoyment of the Grand Prize.
- 5. Winner Selection and Notification**
- 5.1 **Hamper Prize:** approximately six winners of the Hamper Prizes will be selected via five random draw processes to be held periodically during the Competition Period (usually at the end of each week during the Competition Period). The provisional dates for each Hamper Prize draw are 15 January 2024, 22 January 2024, 29 January 2024, 5 February 2024 and 12 February 2024; however, the Promoter reserves the right to adjust these provisional draw dates at its discretion. Each draw will consist of all valid entries received from the start of the Competition Period up to the date of the draw.
- 5.2 **Grand Prize:** one winner of the Grand Prize will be selected via a random draw process to be held on or about 26 January 2024. The draw will consist of all valid entries received during the Grand Prize Competition Period.
- 5.3 The winners will be notified by the Promoter via the contact details provided on the Sixty60 App profile on a date as determined by the Promoter. If the Promoter is unable to contact the 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 winner and his/her guest 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 Participant may be asked to provide a copy of his/her and his/her guest's 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 Prizes. 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 A 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 A winner must on request provide the Promoter with a copy of his/her and his/her guest's identity document in order for the Promoter to prepare the relevant accommodation and travel arrangements for a winner.
- 6.4 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 (a)-(d), 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.

## **7. Prize Forfeiture**

- 7.1 The winner must communicate his/her and his/her guest's 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 the Prize.
- 7.2 If the winner is unable to attend, receive or utilise (as applicable) the 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) the Prize.
- 7.3 Time permitting and subject to the Promoter's approval, where the Prize is forfeited a substitute winner may be chosen in the same manner as the original winner was chosen.
- 7.4 If a winner and/or his/her guest is sent home for bad behaviour as determined in the Promoter's discretion, then the Promoter is entitled to recover the costs of travel from a winner.

## **8. Enjoyment Of The Grand Prize, Waiver & Indemnity**

By accepting the Grand Prize, including attendance at the Event and utilisation of all services arranged by the Promoter as part of the Grand Prize, the winner and his/her chosen guest ("**Attendees**") each acknowledge and agree as follows:

### **8.1 Compliance with applicable rules and terms and conditions:**

8.1.1 The Attendees' enjoyment of the Grand Prize is voluntary, and Attendees have willingly accepted and agreed to abide by all rules, safety briefings, and reasonable instructions of the Promoter or its appointed agents, and those of the Event organisers or service providers. The Attendees each acknowledge that no inappropriate behaviour will be allowed in relation to the Attendees' enjoyment of the Grand Prize, and the Attendees hereby agree that they will not participate in any inappropriate behaviour, including any conduct which is, in the Promoter and/or any of its affiliates and or its appointed agents' reasonable discretion, harmful, damaging or otherwise generally regarded as morally offensive, denigrating to persons on the basis of gender, race or religion or/and of a sexually explicit nature.

8.1.2 If, at the discretion of the Promoter or its nominated agent, an Attendee appears intoxicated or behaves inappropriately, appropriate action may be taken against such Attendee by the Promoter or its appointed agents. This action may include refusal of alcohol service, denial of entry, physical removal from the Event, or sending such Attendee home for bad behaviour in accordance with Competition Rule 7.4.

## 8.2 **Waiver and Indemnity:**

8.2.1 The Attendees understand that enjoyment of the Grand Prize may be dangerous and may involve risks of property damage and/or physical injury. The Attendees understand that the Promoter, its officers, directors, employees, service providers, affiliated companies and agents will not be and/or are not responsible for any injuries, health related issues, property damage or liability that may arise from the Attendees' enjoyment of the Grand Prize.

8.2.2 The Attendees hereby irrevocably and unconditionally: (a) release the Promoter and its officers, directors, employees, service providers, affiliated companies and agents, from and against any and all claims which the Attendees or a third party have or may have for any injuries, property damage, pain and suffering, or any other cause of action arising out of the Attendees' enjoyment of the Grand Prize, including attendance at the Event and utilisation of all services arranged by the Promoter as part of the Grand Prize; and (b) indemnify and hold harmless the Promoter and or any of its officers, directors, employees, service providers, affiliated companies and agents against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees) and damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from the Attendees' enjoyment of the Grand Prize, including attendance at the Event and utilisation of all services arranged by the Promoter as part of the Grand Prize, in any way howsoever and which the Attendees, their family, dependants or other third party may suffer and/or incur.

8.2.3 The Attendees acknowledge and agree that any costs and expenses associated with their enjoyment of the Grand Prize which are not expressly stated by the Promoter to be for the Promoter's account, shall be for the Attendees' own account and not recoverable from the Promoter in any manner whatsoever.

8.3 The Attendees are aware that these Competition Rules have legal consequences and that if the Attendees do not understand its contents or implications, they should discuss same with their legal representatives before participating in this Competition and/or accepting the Grand Prize.

## **9. General**

9.1 Should the process for entry into the Competition or the Prize/s involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.

9.2 A winner shall procure that his/her guest complies with these Competition Rules with respect to his/her enjoyment of the Grand Prize, and hereby indemnifies the Promoter and Checkers Sixty60, their associated companies, and the directors, officers, employees and agents of the Promoter and Checkers Sixty60 and of associated companies, against any and all losses, whether direct, indirect, consequential or otherwise arising out of a claim or threatened claim by a guest in relation to this Competition.

9.3 In an instance where there are Covid-19 regulations and protocols to be observed, the winner must comply with such Covid-19 regulations put in place at the events/venues that are subject of the Prize, at all times and non-compliance with these regulations will result in automatic disqualification. It shall be the sole responsibility of the winner and their guest to observe and comply with any and all restrictions imposed by the regulations from time to time. A winner indemnifies and hold harmless the Promoter and/or Checkers Sixty60, associated companies, and the officers, employees and agents of the Promoter and/or Checkers Sixty60 and of their associated companies, against any losses or damages arising from a breach of these regulations by such Participant and/or their guest. The Promoter and/or Checkers Sixty60 shall not in any manner whatsoever be held liable for any transgressions by the winning Participant and/or his/her guests.

9.4 In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.

9.5 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.



- 9.6 Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to:
- 9.6.1 the Promoter and Checkers Sixty60 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 Competition; and
  - 9.6.2 the Promoter and Checkers Sixty60 transferring the winning 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 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.
- 9.7 With the exception of Competition Rule 9.6 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.
- 9.8 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
- 9.8.1 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
  - 9.8.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 9.9 The Promoter and/or Checker Sixty60 may make media announcements containing, or otherwise publish, the names and/or photographs of the winner without remuneration being

- payable to the winner, provided that the Promoter and/or Checker Sixty60 will not do so if the winner communicates in writing to the Promoter and/or Checker Sixty60 that he/she does not want his or her names or photographs to be contained in media announcements or otherwise published.
- 9.10 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.
- 9.11 The Promoter and Checkers Sixty60 will not be responsible for any costs, expenses or other liabilities incurred by the winner which are not expressly contemplated as part of a Prize.
- 9.12 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.
- 9.13 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.
- 9.14 **Each Participant indemnifies and holds harmless the Promoter and/or Checker Sixty60, its associated companies, and the directors, officers, employees and agents of the Promoter, and/or Checker Sixty60 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 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.**
- 9.15 The Promoter and Checkers Sixty60 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 and Checkers Sixty60 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 and Checkers Sixty60 are 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 not limited to Botnets, Sim Farms, Trojans, SMS malware may not be used when entering the Competition.

- 9.16 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.
- 9.17 These Competition Rules are also available on <https://www.castlelite.co.za/terms-and-conditions>.