

## METRO FM EXTRA COLD SOUNDS COMPETITION RULES

27 OCTOBER 2023 - 1 DECEMBER 2023

### 1. INTRODUCTION

- 1.1 This promotional competition (“**Competition**”) is run by The South African Breweries (Pty) Ltd (“**Promoter**”) and Metro FM, a radio station owned by the South African Broadcasting Corporation (“**Co-Promoter**”) 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 Co-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 or Co-Promoter in respect of this Competition; (c) directors, members, partners, agents, consultants or employees of the Promoter and Co-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 27 October 2023 until 1 December 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 Co-Promoter will air a weekly Competition-related radio advertisement during the Competition Period, which will include a specific sound/s and then request a Participant to guess what the sound is or how the sounds is made (the “**Competition Ad**”). This Competition will take place on the WhatsApp messaging application (“**WhatsApp**”). A valid WhatsApp account and internet access will be required to successfully enter this Competition.
- 3.2 To enter the Competition, a Participant must:

- 3.2.1 listen to an airing of the Competition Ad, which will be played anytime during the Competition Period (the “**Radio Moment**”); and
- 3.2.2 follow the Competition Ad prompts and submit an answer to the relevant question/s in the Competition Ad, not later than 7pm on the Friday of the respective week of the Competition Period, in the form of a voice note message, to the WhatsApp line announced in the Competition Ad (available at 0605527303).
- 3.3 A Participant’s answer to the Competition Ad shall not include anything of an immoral, scandalous or illegal nature likely to have an adverse effect on the reputation of the Promoter or the Co-Promoter.
- 3.4 Entry is only valid through the above medium and manner.
- 3.5 A Participant may enter the Competition as many times as he/she wishes.
- 3.6 Participants are liable for their own data and voice charges in respect of the Competition entry as well as any verification process, if applicable.

#### **4. DESCRIPTION OF PRIZE**

- 4.1 The prize for this Competition is as follows:
  - 4.1.1 1 (one) of 5 (five) cash rewards worth R5000.00 each, eligible to be won per week during the first 5 (five) weeks of the Competition Period (the “**Weekly Prize**”); or
  - 4.1.2 a cash reward worth R10 000.00, which will serve as the final grand prize eligible to be won during the last week of the Competition Period (the “**Final Grand Prize**”).(each a “**Prize**” together the “**Prizes**”).
- 4.2 There are a total of six Prizes available to be won during the Competition Period with a collective value of R35 000.00.
- 4.3 No person may win more than one Prize in this Competition.
- 4.4 A winner may not transfer a Prize, in whole or in part, to any other person or exchange a Prize for an alternate prize. A winner may not substitute him/herself with any other person.

4.5 The Promoter will send the Prizes to a winner electronically via EFT to a valid South African bank account number on or about 15 December 2023.

## **5. WINNER SELECTION AND NOTIFICATION**

5.1 Every Friday during the first five weeks of the Competition Period at approximately 7pm, the Co-Promoter will select a Weekly Prize winner by: (i) randomly choosing a Participant's answer from the valid entries received during the respective week; and (ii) verifying that the selected Participant's answer is correct.

5.2 On the last Friday of the Competition Period at approximately 7pm, the Co-Promoter will select the Final Grand Prize winner by: (i) randomly choosing a Participant's answer from the valid entries received during the last week of the Competition Period; and (ii) verifying that the selected Participant's answer is correct.

5.3 The winner selection process will be repeated until such time as a winner is found for the Weekly Prizes and Grand Final Prize, within the discretion of the Co-Promoter. The judge's decision is final, and no correspondence will be entered into.

5.4 Winners will be notified by the Co-Promoter via their WhatsApp cell phone number on the Monday following the completion of the relevant winner selection process as detailed in Competition Rule 5.1 and 5.2 above. If the Co-Promoter is unable to contact a winner, he/she will be disqualified and a substitute winner may at the discretion of the Co-Promoter be selected, using the same winner selection process.

## **6. WINNER VERIFICATION**

6.1 A winner 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. A Participant 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 Prizes. The Promoter and Co-Promoter reserve the right to conduct the validation and verification process via automated means and/or any other means that the Promoter and Co-Promoter may deem necessary, and by participating in the Competition, all Participants

consent to the appropriate validation and verification measures that the Promoter and Co-Promoter may implement from time to time.

- 6.2 A Prize will only be awarded by the Co-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 and Co-Promoter. Failing successful verification of a Participant, a substitute winner may be selected at the discretion of the Co-Promoter.
- 6.3 The Promoter and Co-Promoter reserve the right to carry out audits in respect of a Participant to verify his/her eligibility and/or the validity of a Participant's entry. After a Participant has been informed of certain Competition requirements by the Promoter or Co-Promoter or an individual, including (without limitation) those set out in Competition Rule 1.1 (a)-(d), the Promoter or Co-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 Co-Promoter or their agents determine that an entry or Participant is invalid or ineligible, the relevant Participant shall not be entitled to receive a Prize and will not be compensated in any way.
- 6.4 A Participant will be ineligible to win, and automatically be excluded from winning, a Prize under this Competition if a Participant previously won a prize to the value of R50 000 or more in the preceding 12 months from the start date of this Competition.

## 7. PRIZE FORFEITURE

- 7.1 A winner must communicate his/her full details to the Promoter and/or Co-Promoter (or its agent) its agent as requested by the Promoter and/or Co-Promoter (or its agent). Failure to do so may result in forfeiture of a Prize.
- 7.2 If a winner 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 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 To the extent that any intellectual property right/s arise as a result of or through the creation and/or submission by a Participant of content, including without limitation any pictures, videos, drawings or other creative works, to enter this Competition, such intellectual property right/s will vest in the Promoter and the Participant hereby waives any associated right/s. To the extent such rights have vested in a Participant, the Participant hereby cedes, assigns and transfers (by way of present and future cession, assignment and transfer) to Promoter such rights and undertakes to do such things, takes such steps and sign such documents as are necessary to give effect to such cession, assignment and transfer. Each Participant indemnifies and holds harmless 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 entry in the Competition 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 entry in the Competition.
- 8.3 In the event of a dispute, the Promoter's decision is final, and binding and no correspondence will be entered into.
- 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 to:
- 8.5.1 the Promoter and Co-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 Competition; and
  - 8.5.2 the Promoter and Co-Promoter 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 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 and Co-Promoter will not share any personal information with any third party except where such disclosure is necessary to enable the Promoter and/or the Co-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 and/or Co-Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 8.7 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter, and/or submit a request via email to [ayanda@metrofm.co.za](mailto:ayanda@metrofm.co.za) for the Co-Promoter to:
- 8.7.1 correct or delete personal information about the Participant in the Promoter or Co-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 that the Promoter or Co-Promoter is no longer authorised to retain.
- 8.8 The Promoter and Co-Promoter may make media announcements containing, or otherwise publish, the names and/or photographs of a winner without remuneration being payable to a winner, provided that the Promoter and/or Co-Promoter will not do so if a winner communicates in writing to the Promoter and/or Co-Promoter that he/she does not want his or 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 and Co-Promoter will not be responsible for any costs, expenses or other liabilities incurred by a winner 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 and Co-Promoter, their associated companies, and the directors, officers, employees and agents of the Promoter and Co-Promoter and their 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.**
- 8.14 The Promoter and Co-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 and Co-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 and Co-Promoter 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.

- 8.15 By participating in the Competition, each Participant gives the Promoter and Co-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 and Co-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 and Co-Promoter.
- 8.16 These Competition Rules are also available on <https://www.castlelite.co.za/terms-and-conditions>.