

## 2023 CASTLE LITE MAIN MARKET MAJOR LEAGUE COUPON PROMOTION AND COMPETITION RULES

23 OCTOBER 2023 - 31 DECEMBER 2023

### 1. INTRODUCTION

- 1.1 The promotional offer referred to herein (the “**Promotion**”) and the promotional competition referred to herein (the “**Competition**”) is run by The South African Breweries (Pty) Limited (the “**Promoter**”) on the official digital ordering platform, BEES, operated by the Promoter and available at <https://www.mybees.co.za/> 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 Subject to Rule 1.3 below, the Promotion and the Competition are open to all licenced customers of the Promoter, including wholesalers, taverns, bars, restaurants and other retail outlets that: (i) are represented by a natural person that is 18 years or older; (ii) have a registered address in the Republic of South Africa; (iii) have a valid liquor licence to trade and have submitted a certified copy of the license to the Promoter; (iv) have an active trading account with the Promoter; and (v) have authorised only its owner (a natural person) to place orders on the BEES platform (the “**Customer**”).
- 1.3 The following persons shall be excluded from participating in the Promotion and/or Competition: (i) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families, or Customers that have an employee or representative who/which is either of these; (ii) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Promotion and Competition, or Customers that have an employee or representative who/which is either of these; and (iii) advertising and promotion agencies and associated companies engaged by the Promoter in respect of this Promotion and Competition.
- 1.4 The rules set out in this document constitute the rules which will govern the Promotion and the Competition (the “**Rules**”).

- 1.5 Participation in the Promotion and entry into the Competition by a Customer (a “**Participant**”) constitutes acceptance of these Rules by that Participant.

## 2. **COMPETITION PERIOD**

The Promotion and Competition will run from 23 October 2023 until 31 December 2023, both dates inclusive, or until the Promoter provides a public notice that the Promotion and/or Competition has ended, whichever is earlier (“**Competition Period**”). Entries will only be accepted during the Competition Period.

## 3. **ENTRY PROCESS**

### 3.1 **Competition Entry Process**

In order to enter the Competition, each Participant must:

- 3.1.1 register for the Lite’n Up Main Market Coupon campaign on BEES using its qualifying BEES profile;
- 3.1.2 verify, using its BEES device, a BEES digital coupon (“**Coupon**”) presented to it by a consumer for redemption during the Competition Period; and
- 3.1.3 meet or exceed the volume target, as communicated by the Promoter via BEES or its representative, by selling at least 2 x Castle Lite 660ml returnable bottles (the “**Qualifying Products**”) to that consumer for R30.00 after successfully validating the Coupon (the “**Volume Target**”).

### 3.2 **Promotion Entry Process**

- 3.2.1 In order to participate in the Promotion, a Participant must successfully participate in the Competition and redeem the Coupon that is the subject of the Offer.
- 3.2.2 Participants may participate in the Promotion as many times as they wish during the Competition Period.

3.3 Participation in the Promotion and entry into the Competition is only valid through the above medium and manner.

3.4 Participants will be liable for their own data and voice charges in respect of their participation in the Promotion and entry into the Competition as well as any verification process, if applicable.

#### **4. DESCRIPTION OF THE PRIZE AND OFFER**

##### **4.1 The Prize**

4.1.1 The prize for this Competition is a financial contribution to the value of R150,000 to host a Castle Lite event on-site at the premises of the Customer (the “**Event**”), subject to Rule 4.1.4 below, which shall include an appearance by Local Major League DJs (the “**Prize**”).

4.1.2 There is one Prize available to be won during Competition Period with a value of approximately R150,000.

4.1.3 The winner of the Prize may request what goods or services the R150,000 in the Prize is used to purchase for the Event. Whether or not the Promoter makes a purchase requested by the winner will be subject to the Promoters acceptance (in its sole discretion) of the request. Any such purchase by the Promoter will be made as a purchase on behalf of the winner and will be subject to timelines leading up to the Event. The winner of the Prize 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 claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising out of such a purchase by the Promoter.

4.1.4 The winner of the Prize will be solely responsible for the arrangement, holding and occurrence of the Event and for the goods and services purchases for the Event (including, without limitation those goods and services purchased by the Promoter on behalf of the winner as part of the Prize). Should the size of the winner’s premises not be sufficient to host the Event, which shall be determined in the Promoter’s sole discretion upon conducting an audit of the premises, the winner shall seek alternative

premises to the satisfaction of the Promoter and, any failure to do so, shall result in forfeiture of the Prize. For the avoidance of doubt, the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and of its associated companies will not be responsible or liable in any way for the arrangement or holding of the Event, for the nature, quality, or fitness for purpose of, or any defects or deficiencies in, the goods or services purchased for the Event (including those purchased by the Promoter as aforesaid) or for anything that does or does not occur, or any act or omission, at the Event.

#### 4.2 **The Offer**

4.2.1 If the Participant complies with Rule 3.2 ,and meets the Participant eligibility criteria set out in Promotion Rules 1.2 and 1.3 during the Competition Period, the Participant shall qualify to receive 8 BEES rewards points to the value of R8.00 per Coupon redeemed and verified on its BEES profile (the “**Offer**”).

4.2.2 Upon complying with the criteria set out in Rule 4.2.1 above, the Participant will receive an Offer immediately subject to Rule 5 below.

4.2.3 There are a total of 15,000 Offers available to be given away during the Competition Period.

4.3 A Participant that receives an Offer and/or wins the Prize shall be referred to as a “**winner**”.

4.4 The winner may not transfer the Prize and/or an Offer, in whole or in part, to any other person or exchange the Prize and/or the Offer for an alternate prize or offer, or for its cash value. A winner may not substitute themselves with any other person or entity.

4.5 The Promoter or its nominated agent will contact the winner to make arrangements for the winner to receive his/her Prize.

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

5.1 The Participant that achieves the highest Volume Target by 31 December 2023 will be selected as the winner.

5.2 The winner will be notified by the Promoter via its nominated agent on or before 15 January 2024. 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 Participants will be verified, by or on behalf of the Promoter, with the Participant eligibility criteria set out in Rules 1.2 and 1.3. Participants and/or their representatives may be asked to provide a copy of their liquor licence, identity document, passport, driver's license, and/or proof of sale and registered address, if applicable, in order to be eligible to receive the Prize and/or an 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 Competition, all Participants consent to the appropriate validation and verification measures that the Promoter may implement from time to time.

6.2 The Prize and/or an Offer will only be awarded by the Promoter and the Participant will only be regarded as the winner of a Prize after the verification process set out in these 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's premises and 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, 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 winner must communicate its 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 and/or an Offer.
- 7.2 If the winner is unable to attend, receive or utilise (as applicable) the Prize and/or an Offer then the entire Prize and/or the 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 winner to attend, receive or utilise (as applicable) the Prize and/or an Offer.
- 7.3 Time permitting and subject to the Promoter’s approval, where the Prize and/or an Offer is forfeited a substitute winner may be chosen in the same manner as the original winner was chosen.

**8. GENERAL**

- 8.1 In the event of a dispute, the Promoter’s decision is final and binding and no correspondence will be entered into.
- 8.2 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 and/or an Offer in its entirety with no compensation to any party by the Promoter.
- 8.3 Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to:
  - 8.3.1 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 Competition; and
  - 8.3.2 the 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 and Promotion for utilisation of the Prize and/or 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 Competition and Promotion.

- 8.4 With the exception of Rule 8.3 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 Rules and/or the Prize 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.
- 8.5 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
- 8.5.1 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
  - 8.5.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 8.6 The Promoter 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 will not do so if the winner 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.
- 8.7 Should the Prize and/or an Offer not be available despite the Promoter’s reasonable endeavours to procure the Prize and/or an Offer, the Promoter reserves the right to substitute the Prize and/or 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.
- 8.8 The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winner which are not expressly contemplated as part of the Prize and/or an Offer.

- 8.9 These Rules may be amended by the Promoter on public notice at any time during the Competition Period or thereafter. These Rules will be interpreted by the Promoter only.
- 8.10 The Promoter reserves the right to alter, amend or cancel this Competition and/or the 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.
- 8.11 **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 its participation in any way in this Competition or its receipt, participation, ownership and/or use of the Prize and/or 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.**
- 8.12 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 and the 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 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 and/or the Promotion.
- 8.13 By participating in the Competition and/or 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 Competition and Promotion entry process for the purposes of facilitation of the Competition and Promotion. A Participant may decline to provide or retract its consent by opting out via the opt out mechanism provided on the communications of the Promoter.

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