

2023 CASTLE LITE MAIN MARKET MAJOR LEAGUE COUPON PROMOTIONAL OFFER RULES

23 OCTOBER 2023 – 31 DECEMBER 2023

1. INTRODUCTION

- 1.1 This promotional offer (“**Promotion**”) is run by The South African Breweries (Pty) Ltd (“**Promoter**”) on the Promoter-operated official BEES digital platform (available at www.beescoupons.com/litenup) (the “**Promoter’s Site**”) 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 supported devices (“**BEES**”).
- 1.2 This Promotion 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 Promotion; (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.
- 1.3 The rules set out in this document constitute the rules which will govern the Promotion (“**Promotion Rules**”).
- 1.4 Participation in the Promotion by a participant (a “**Participant**”) constitutes acceptance of these Promotion Rules by that Participant.

2. PROMOTION PERIOD

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

3. PARTICIPATION PROCESS

- 3.1 In order to participate in this Promotion, a Participant must dial the USSD code *120*845# and follow the requisite prompts.

- 3.2 The Participant will then receive a BEES digital coupon (the “**Coupon**”) to redeem in respect of the Offer (as detailed further in Promotion Rule 4.1 below). The Coupon will only be valid during the Promotion Period.
- 3.3 Participation is only valid through this medium and manner.
- 3.4 A Participant may only enter the Promotion a maximum of 5 times per day during the Promotion Period.
- 3.5 Participants will be liable for their own data and voice charges in respect of their participation in the Promotion as well as any verification process, if applicable.

4. **DESCRIPTION OF OFFER**

If a Participant complies with Promotion Rule 3.1 and has received the Coupon as per Promotion Rule 3.2, the Participant shall qualify for a discount on the purchase of 2 x 660ml Castle Lite non-refundable bottles at any of the Participating Outlets such that the total purchase price is reduced to R30.00 (the “**Offer**”).

- 4.1 There are a total of 10,000 Offers available to be given away during the Promotion Period. Offers shall be given away on a first come first served basis and subject to availability of stock.
- 4.2 If the Participant receives an Offer then he/she shall collect the Offer immediately in-store at the relevant Participating Outlet. In order to redeem the Offer, a Participant must present his/her Coupon to the sales representative at the point-of-sale at a Participating Outlet.
- 4.3 The Promoter does not guarantee in-store stock availability of an Offer, which shall at all times be subject to in-store stock availability at the relevant Participating Outlet, it being recorded that the Promoter shall not in any manner whatsoever be liable should the available stock be depleted prior to a Participant being able to collect the Offer, and the Promoter shall not be liable to provide an offer (or offers) or a good (or goods) in substitution for an Offer which is not available due to stock being depleted.
- 4.4 A Participant who receives an Offer may not transfer an 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 A Participant will only be eligible to receive an Offer if the Participant is over the age of 18 years old and complies with the Participant eligibility criteria set out in Promotion Rule 1.1 and the requirements in these Promotion 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 in order to be eligible to receive the Offers. 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 A Participant will only be eligible to receive an Offer after successful verification of a Participant to the satisfaction of the Promoter. Failing successful verification of a Participant, a substitute a Participant may be selected to receive an Offer 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 to verify his/her eligibility and/or the validity of a Participant's participation. 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 a Participant if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of a Participant's participation or otherwise falsifying data. Should the Promoter or its agent determine that participation or a Participant is invalid or ineligible, the relevant 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 who receives an Offer 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 he/she does not want his or 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 participation for any reason whatsoever. Proof of participation will not be accepted as proof of receipt of such Participation. The Promoter shall not be responsible for the failure of any technical element relating to this Promotion that may result in participation not being successfully submitted. The Promoter is not responsible for lost, damaged or delayed participation 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 participation automatically generated by computer will be valid or accepted. Participation will only be valid and accepted if it complies with all participation 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 participation 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.castlelite.co.za/terms-and-conditions>.