

CASTLE LITE CY23 Q3 LI DON'T ACCEPT WHATEVER TOWERS COUPONS CUSTOMER PROMOTION RULES

15 SEPTEMBER 2023 - 15 DECEMBER 2023

1. INTRODUCTION

- 1.1 This promotional offer (the “**Promotion**”) is run by The South African Breweries (Pty) Limited (the “**Promoter**”) on the Promoter-operated official BEES e-commerce platform (available at www.beescoupons.com/castlelite) for the business-to-business sale of alcoholic and non-alcoholic beverages and which can 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 (the “**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 15 September 2023 until 15 December 2023, both dates inclusive, or until the Promoter provides a public notice that the Promotion has ended, whichever is earlier (the “**Promotion Period**”). Participation will only be accepted during the Promotion Period.

3. PARTICIPATION PROCESS

- 3.1 In order to participate in the Promotion, each Participant must:

- 3.1.1 locate a Castle Lite point-of-sale display device with a BEES QR code or a USSD line (being *120*1597#) at any one of the Promoter's selected participating outlets (which will be listed by the Promoter or its agent on www.castlelite.co.za/daw) (the "Participating Outlets");
 - 3.1.2 scan the BEES QR code or dial the USSD line, as prompted, on the point-of-sale display device located at the relevant Participating Outlet and sign up to the BEES website by following the redirect prompts to the BEES digital coupons microsite (available at <https://beescoupons.com/castlelite>) (the "Promoter's Site") whereupon the Participant will be prompted to provide (and must provide): (i) their name and surname; (ii) confirmation that the Participant is 18 years of age or older; (iii) their contact details; (iv) confirmation that they agree to the terms and conditions referred to; and
 - 3.1.3 enter the one-time verification code that the Participant will receive via SMS after complying with the foregoing.
- 3.2 If a Participant has complied with the foregoing participation requirements, the Participant will receive a BEES digital coupon (the "Coupon") to redeem as detailed in Promotion Rule 4.1 below. The Coupon will only be valid during the Promotion Period.
 - 3.3 A Participant may participate in the Promotion up to 10 times during the Promotion Period.
 - 3.4 Participants are liable for their own data and voice charges in respect of the participation in the Promotion as well as any verification process, if applicable. USSD costs will be charged at 20c/20s for any mobile network.
- 4. DESCRIPTION OF OFFER**
- 4.1 The offer for this Promotion, if a Participant has complied with Promotion Rule 3.1 above and has received the Coupon as per Promotion Rule 3.2 above, is the qualification for a R50.00 discount on a purchase of a Castle Lite Extra Cold Tower (as determined by the Promoter, or its agent) (the "Qualifying Product") through the use of a Coupon (the "Offer").
 - 4.2 In order to redeem the Offer, a Participant must present his/her Coupon to a Participating Outlet.

- 4.3 The Offer will be awarded immediately from the relevant Participating Outlet, on a first come, first served basis and subject to availability of stock.
- 4.4 No person may redeem more than one Offer per purchase of the Qualifying Product during this Promotion.
- 4.5 The Promoter does not guarantee in-store availability of an Offer, which shall at all times be subject to in-store availability at the relevant Participating Outlet, it being recorded that the Promoter shall not in any manner whatsoever be liable should stock be depleted prior to a Participant being able to receive 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.
- 4.6 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 must be over the age of 18 years old and must comply with the Participant eligibility criteria set out in Promotion Rule 1.2 above 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 valid identity document/passport/driver's license/proof of purchase, if applicable, in order to be eligible to receive 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 Promotion, all Participants consent to the appropriate validation and verification measures that the Promoter may implement from time to time.
- 5.2 An Offer will only be awarded by the Promoter to a Participant after the verification process set out in these Promotion Rules has been completed to the satisfaction of the Promoter. Failing successful verification of a Participant, a substitute participant may be selected at the discretion of the Promoter.
- 5.3 The Promoter reserves the right to carry out audits in respect of a Participant to verify his/her eligibility and/or the validity of a Participant's participation. After a Participant has been informed of certain Promotion requirements by the Promoter or an individual, including

(without limitation) those set out in Promotion Rule 1.2 (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 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.

- 5.4 A Participant will be ineligible to receive, and automatically be excluded from receiving, an Offer under this Promotion if a Participant previously won a prize or received an offer under a promotion or competition run by the Promoter, to the value of R10,000 or more in the preceding 12 months from the start date of this Promotion.

6. OFFER FORFEITURE

- 6.1 A Participant 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 an Offer.
- 6.2 If a Participant 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 the original Participant was chosen.

7. GENERAL

- 7.1 In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 7.2 Should the process for participation in the Promotion or the Offer/s involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.

- 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 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 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 without remuneration being payable to a Participant, provided that the Promoter will not do so if a Participant 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 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 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 its participation in any way in this Promotion or its 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 attempts to participate for any reason whatsoever. Proof of attempting to

participate will not be accepted as proof of 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 successful. The Promoter is not responsible for lost, damaged or delayed attempts to participate as a result of any network, computer or cell phone hardware or software failure of any kind. No participation via an agent, third party, organised group or computer-generated automatic participation 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 participating in 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 its 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 www.castlelite.co.za.