

STELLA WIMBLEDON INCENTIVE | COMPETITION RULES**7 MAY 2024 – 23 MAY 2024****1. INTRODUCTION**

- 1.1 This promotional competition (“**Competition**”) is run by The South African Breweries (Pty) Ltd (“**Promoter**”) and is open to all licensed outlets of the Promoter who have a Stella Artois draught tap (the “**Retailer(s)**”) and have ensured that at least 70% of their staff have undertaken the Stella Artois perfect serve training offered by the Promoter from **1 March 2024** until **10 May 2024** provided that: (i) the authorised representatives of such a Retailer are persons of 18 years or older; (ii) the Retailer has a registered address in the Republic of South Africa; (iii) the Retailer has a valid liquor licence to trade 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 a Retailer (a “**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

2. COMPETITION PERIOD

This Competition will run from **7 May 2024** until **23 May 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 The Competition will run in two phases. The first stage relates to in trade training attended by the Participant as conducted by the Promoter both in person and online. The second stage shall be a pouring off competition (the “**Final Pour Off Event**”) at which the barmen employed

- by the Participants with 20 highest scores (“**Top 20**”) as determined by the Promoter will compete.
- 3.2 To determine the Top 20 who will be eligible participate at the Final Pour Off Event, the Promoter shall consider the following factors to determine a score which are weighted equally:
- 3.2.1 The Participant will be awarded a score based on the percentage of its employees who have completed the Stella Artois perfect serve training; and
- 3.2.2 the Participants volume performance in accordance with the target set and communicated by the Promoter; and
- 3.2.3 during the Competition Period, the Promoter will appoint mystery shoppers to frequent the outlets of the Participants to audit the Stella Artois draught pouring by the bartenders in accordance with the Stella Artois perfect serve training. The mystery shoppers will, in accordance with the instructions of the Promoter, accord a score to the bartender based on various factors including the Stella Artois draught asset in use, the three step Stella Artois chalice ritual and the Stella Artois draught quality key performance indicators in line with the Stella Artois perfect serve training. The factors to determine a score shall be within the sole discretion of the Promoter.
- 3.3 The points determined in 3.2 above shall be used to determine an average score and the Participants with the 20 (twenty) highest scores shall participate at the **Final Pour Off Event**, taking place on 23 May 2024 in which shall set out Once the scores are calculated, the Participants with the bartenders with the top 20 scores in the Promoters opinion will be selected to participate at the Final Pour Off Event taking place on 23 May 2024 in Johannesburg, South Africa. The Promoter will pay for the cost of travel and accommodation to the local venue for Participants who are not based in Gauteng at the Promoter’s discretion.
- 3.4 At the Final Pour Off Event, the nominated bartenders of the Participants will compete in a pour off to win one of three prizes. The Promoter will appoint a panel of judges who will, based on the following criteria to determine the winners:
- 3.4.1 Speed at which the beer is poured;

- 3.4.2 Precision of the 3-step ritual; and
- 3.4.3 Flair and presentation, which is determined at the judge's discretion.
- 3.5 The nominated bartenders with the 3 highest scores shall be awarded the First, Second and Third Prizes respectively together with the owners of the Participants they represent.
- 3.6 In the event there are several Participants with the same score, the Promoter shall organize a tie-break event to determine the winner.
- 3.7 Participants are liable for their own data and voice charges in respect of the Competition participation as well as any verification process, if applicable.
- 3.8 Entry is only valid through this medium and manner. The Participants may only enter this competition once.

4. DESCRIPTION OF PRIZE

There are three prizes for this Competition (the "**Prizes**") which shall be awarded as detailed in this paragraph 4.

- 4.1 The first prize shall consist of the following ("**First Prize**"):
 - 4.1.1 An all-expenses trip to London, England to watch a Wimbledon tennis match as selected by the Promoter which shall be awarded to the bartender who scored the highest points at the Championship Event and the Participant who employs the winning bartender. The First Prize will include additional activities at the Promoter's discretion.
 - 4.1.2 The bartender with the highest score shall also be required to represent the Promoter at the Stella Artois Pour Off taking place in London, England at a date to be communicated by the Promoter.
- 4.2 The second prize shall consist of the following ("**Second Prize**"):
 - 4.2.1 An all-expenses paid trip to London, England to watch a Wimbledon tennis match as selected by the Promoter for the Participant who employs the bartender with the second highest score;

- 4.2.2 the bartender with the second highest score shall win a cash prize of **ZAR 20,000.00** (Twenty-Thousand South African Rand).
- 4.2.3 The third prize shall consist of the following (“**Third Prize**”):
- 4.2.4 An all-expenses paid trip to London, England to London, England to watch a Wimbledon tennis match as selected by the Promoter for the Participant who employs the bartender with the third highest score; and
- 4.2.5 the bartender with the third highest score shall win a cash prize of **ZAR 10,000.00** (Ten-Thousand South African Rand).
- 4.3 There is a total of **3** Prizes available to be won during Competition Period and each Prize has a value of approximately **ZAR 90,000.00**.
- 4.4 Any Prize which involves travel shall be for the winner only and no additional guests are allowed.
- 4.5 Promoter will pay for the cost of international travel to the winners who are eligible for the international travel, provided that a winner shall be responsible for obtaining all travel documents (such as passports or visas). Winners must on request provide the Promoter with a copy of his/her identity and/or travel documents for the Promoter to arrange the relevant flights. If a winner 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.
- 4.6 A winner will be required to sign (and will ensure that his/her guests also sign) a waiver and indemnity form relating to the Prize, which will be provided by the Promoter, and a signed copy of which must be returned to the Promoter prior to attendance of the event.
- 4.7 A 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.
- 4.8 No person may win more than one Prize in this Competition and none of the Prizes may be transferred.

5. WINNER SELECTION AND NOTIFICATION

- 5.1 The Prizes will be awarded and announced at the Final Pour Off Event |

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 Prize. 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 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. Failing successful verification of a 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 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 an individual, including (without limitation) those set out in Competition Rule 1.1 (a)-(d), the 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 its agent 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 R10 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 or its agent as requested by the 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, including instances where a winner's visa application is rejected. 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 a 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 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 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 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 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. 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 to:
- 8.7.1 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

- 8.7.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 8.8 The 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 will not do so if a 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.
- 8.9 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 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, 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 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 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 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, 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 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.

8.16 These Competition Rules are also available on <https://www.stellaartoisafrika.com/en-za/node/17>.