

Q2 HAND SELECTED COMPETITION RULES

15 APRIL 2022 - 31 MAY 2022

1. Introduction

- 1.1. This promotional competition ("Competition") is run by The South African Breweries (Pty) Ltd ("Promoter") in collaboration with Pick n Pay Limited ("Pick n Pay"), Massmart Holdings Limited and its operating unit, Masstores (Pty) Ltd t/a (together "Makro"), Shoprite Checkers (Pty) Ltd ("Checkers") and the participating on-premise outlets, taverns and bars (each a "Co-Promoter"), and 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 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 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 all entrants ("**Participants**") constitutes acceptance of these Competition Rules.

2. Competition Period

This Competition will run from 15 April 2022 until 31 May 2022, 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 have three different entry mechanisms (each a "**Category**"), as further detailed below:
 - 3.1.1. Category 1: Entry via purchasing Qualifying Products at Makro Outlets ("Category 1"):

In order to enter the Competition in Category 1, each Participant must complete the following steps:

- 3.1.1.1. purchase any case of Stella Artois 410 ml cans or 330ml or 620ml non-returnable bottles to be enjoyed responsibly (the "Self-Service Qualifying Products") at any participating Makro outlets ("Makro Outlets");
- 3.1.1.2. scan the QR code available at the point of sale in the Makro Outlets;
- 3.1.1.3. provide the following details at the microsite to which the Participant will be redirected upon scanning the QR code (available at https://www.stellaartoispnp.foneworx.co.za/)



(the "**Promoter's Site**"): (i) name and surname; (ii) contact details; and (iii) confirmation that the Participant is 18 years or older; and

- 3.1.1.4. attach and/or upload a picture of their till slip in the option provided on the Promoter's Site.
- 3.1.2. Category 2: Entry via purchasing Qualifying Products at Checkers Outlets ("Category 2"): In order to enter the Competition in Category 2, each Participant must complete the following

steps:

- 3.1.2.1. purchase Self-Service Qualifying Products, to be enjoyed responsibly, at any participating Checkers outlets ("Checkers Outlets");
- 3.1.2.2. scan the QR code available at the point of sale in Checkers Outlets;
- 3.1.2.3. provide the following details at the Promoter's Site upon scanning the QR code:(i) name and surname; (ii) contact details; and (iii) confirmation that the Participant is 18 years or older; and
- 3.1.2.4. attach and/or upload a picture of their till slip in the option provided on the Promoter's Site.
- 3.1.3. Category 3: Entry via swiping Pick n Pay Smart Shopper Card ("Category 3"):

In order to enter the Competition in Category 3, each Participant must purchase the Self-Service Qualifying Products at any of the participating Pick n Pay outlets and swipe their Pick n Pay Smart Shopper Card for automatic entry into this category of the Competition.

3.1.4. Category 4: On-Premise Entries ("Category 4"):

In order to enter the Competition in Category 4, each Participant must complete the following steps:

- 3.1.4.1. purchase 3 x Stella Artois (300ml or 500ml) draughts to be enjoyed responsibly (the "**On-Premise Qualifying Products**") at any participating tavern, bar, or restaurant;
- 3.1.4.2. scan the QR code available on the table talker instore;
- 3.1.4.3. provide the following details at the Promoter's Site upon scanning the QR code: (i) name and surname; (ii) contact details; and (iii) confirmation that the Participant is 18 years or older; and
- 3.1.4.4. attach or upload a picture of their till slip in the option provided at the Promoter's Site.
- 3.2. Entry is only valid through these mediums and in these manners.
- 3.3. A Participant may only enter the Competition once per day in each Category.
- 3.4. Participants are liable for their own data and voice charges in respect of the Competition participation as well as any verification process, if applicable.
- 3.5. Entry into the Competition, as well as the availability of a Prize, shall be subject to any regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 ("**Regulations**").



4. Description of Prizes

- 4.1. The prizes available to be won in this Competition include one or both of the following, (together the "Prizes"):
 - 4.1.1. a limited-edition Stella Artois branded chalice to the value of approximately R40.00 (the "Instant Prize(s)"); and/or
 - 4.1.2. subject to the conditions of Competition Rule 4.4 below, an at home dining experience hosted by the Promoter at the home of the winners in respect of which the Promoter will provide, for a maximum of 8 people including a winner, the following: (i) a chef; (ii) the food; (iii) cutlery and glassware; (iv) table décor; and (v) 4 x Stella Artois 330ml non-returnable bottles per person (subject to stock availability), with a total value of approximately R10,000.00 (the "Main Prize").
- 4.2. The number of Prizes available to be won in each entry category is as follows:
 - 4.2.1. Category 1: 1 x Main Prize;
 - 4.2.2. Category 2: 1 x Main Prize and 1000 x Instant Prizes;
 - 4.2.3. Category 3: 1 x Main Prize and 1000 x Instant Prizes; and
 - 4.2.4. Category 4: 3 x Main Prizes and 500 x Instant Prizes.
- 4.3. Instant Prizes: If a Participant wins an Instant Prize then he/she shall collect his/her Instant Prize immediately instore. The Promoter does not guarantee in-store stock availability of an Instant Prize, which shall at all times be subject to in-store stock availability at the relevant participating retailer or outlet, it being recorded that the Promoter shall not in any manner whatsoever be liable should the available stock be depleted prior to a winner being able to collect his/her Instant Prize, and the Promoter shall not be liable to provide a prize (or prizes) or a good (or goods) in substitution for an Instant Prize which is not available due to stock being depleted.
- 4.4. Main Prize: The Main Prizes will be delivered by the Promoter or its nominated agent to the home of a winner for the winner and their seven guests. The dining experience items to be provided by the Promoter, or its nominated agent, for the delivery of the dining experience will remain the property of the Promoter, or its nominated agent, and will not be left behind at the home of a winner after the dining experience by the Promoter. Before receiving the Main Prize, a winner will be required to allow the Promoter, or its nominated agent, to perform a physical inspection of the winner's home for suitability to host the dining experience with due regard to size, area and the availability of appropriate facilities such as a stove, fridge, preparation counter area, a sink with running water and a dining room table. Should the home of a winner not be suitable to host the dining experience in the sole discretion of the Promoter, the Promoter reserves the right to provide a winner with one of the following alternative prizes at its sole discretion: (i) a dinner for eight delivered by the Promoter at a Spiritual Homes outlet of the Promoter of a value equivalent to the Main Prize; or (ii) a voucher for a dining experience of a value equivalent to the Main Prize; by the Prize(s)"). In such case, a winner and their guests will be responsible for their own costs of travelling in order to receive and



redeem an Alternative Main Prize. Each winner and their guests will be required to complete and sign an indemnity form to be provided by the Promoter in order to receive the Main Prize or an Alternative Prize.

4.5. 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.

5. Winner Verification

- 5.1. A winner must be over the age of 18 (eighteen) 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 winner may be asked to provide a copy of his/her identity document/passport/driver's license/proof of residential address/proof of purchase of Self Service Qualifying Products and/or On-Premise Qualifying Products in order to receive the Prizes. 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.
- 5.2. A Prize will only be awarded after successful verification of a winner. Failing successful verification of a winner, a substitute winner may be selected at the discretion of the Promoter.
- 5.3. The Promoter reserves the right to carry out audits in respect of a winner to verify his/her eligibility and/or the validity of a winner's entry. The Promoter may disqualify a winner 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. Prize Forfeiture

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.

7. General

7.1. All Participants must comply with the Regulations at all times, and any non-compliance with the Regulations will result in automatic disqualification. It shall be the sole responsibility of the Participants to observe and comply with any and all restrictions imposed by the Regulations from time to time.



Each Participant indemnifies and hold harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and its associated companies, against any losses or damages arising from a breach of the provisions of the Regulations by such Participant, and the Promoter shall not in any manner whatsoever be liable for any transgressions by any Participant in this regard.

- 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 a Prize in its entirety with no compensation to any party by the Promoter.
- 7.4. Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to:
 - 7.4.1. the Promotor 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
 - 7.4.2. the Promotor 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.

- 7.5. With the exception of Competition 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 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.
- 7.6. A Participant may submit a request at <u>https://www.sab.co.za/content/data-subject-request-0</u> 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 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.

- 7.8. 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 entitled to be compensated in any way in this instance by the Promoter.
- 7.9. The Promoter and the Co-Promoters 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.
- 7.10. 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.
- 7.11. The Promoter reserves the right to alter, amend or cancel this Competition in whole or in part. Any alterations, amendments or cancelations 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, the Co-Promoters, their associated companies, and the directors, officers, employees and agents of the Promoter, the Co-Promoters 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.
- 7.13. 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.
- 7.14. 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



Q2 HAND SELECTED COMPETITION RULES

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.

7.15. These Competition Rules are also available on <u>https://www.stellaartoisafrica.com/en-za</u>.