

## STELLA ARTOIS SNAPCHAT FILTER COMPETITION RULES

6 DECEMBER 2022 - 13 JANUARY 2023

### 1. Introduction

- 1.1. This promotional competition (“**Competition**”) is run by The South African Breweries (Pty) Ltd (“**Promoter**”) and 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 Competition, (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.
- 1.2. The rules set out in this document constitute the rules which will govern the Competition (“**Competition Rules**”).
- 1.3. Participation in the Competition by an entrant (“**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

### 2. Competition Period

This Competition will run from 6 December 2022 until 13 January 2023, 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. This Competition will take place on the official Stella Artois social media pages of the Promoter on Instagram (available at *@stellaartoisafrika*), and Twitter (available at *@StellaArtoisZA*) (together the “**Social Media Platforms**”). The Promoter will share a post relating to the Competition on the Social Media Platforms (“**Competition Post**”). Internet access and a valid social media account on either one of the Social Media Platforms is required to enter the Competition.
- 3.2. In order to enter the Competition on either of the Social Media Platforms, Participants will be required to: (i) record a video of themselves using the Stella Artois snapchat filter, which will be made available by the Promoter via a link on the Competition Post, and answer the interactive questions as prompted; (ii) post the recorded video on either of their Social Media Platforms; (iii) tag the Promoter on their respective post using the handle *@stellaartoisafrika* on Instagram and *@StellaArtoisZA* on Twitter; and

## STELLA ARTOIS SNAPCHAT FILTER COMPETITION RULES

(iv) include the hashtag #FestiveGetTogether and #TheLifeArtois, to stand a chance to win a Prize (as further detailed below).

- 3.3. Entry is only valid through this medium and manner.
- 3.4. A Participant may only enter the Competition once. For the avoidance of doubt, where a Participant enters the Competition on both Social Media Platforms he/she will nevertheless be eligible for one entry.

### 4. Description of Prize

- 4.1. The prize for this Competition is the following: (i) a “Stella Moment” being a brunch for the winner and 5 guests; and (ii) Stella Artois branded merchandise which will consist of the following: (a) 6 x t-shirts; (b) 6 x caps; (c) 6 x tote bags; and (d) 6 x chalices (the “Prize”).
- 4.2. There is one Prize available to be won during the Competition Period up to the value of R6,000.
- 4.3. The winner shall nominate the date and local location of the brunch included within the Prize (subject to Competition Rule 4.5 and 8.10 below), and if approved by the Promoter, the Promoter will make arrangements for payment of the brunch.
- 4.4. A winner will be permitted to bring 5 guest attendees to redeem the Prize. (The guest attendees he/she chooses to join in the Prize shall hereinafter be referred to as the “Attendee(s)”).
- 4.5. The winner and Attendees are responsible for the cost of travel to and from the local venue or event and any other additional costs not stipulated by the Promoter as being part of the Prize.
- 4.6. No person may win more than one Prize in this Competition.
- 4.7. The winner may not transfer the Prize, in whole or in part, to any other person or exchange the Prize for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.8. The Promoter will notify the winner and contact him/her electronically via email to arrange receipt of the Prize, subject to Competition Rule 5.2 below.

### 5. Winner Selection and Notification

- 5.1. The winner will be selected via a random draw process. The draw will take place on or before 16 January 2023 and will consist of all valid entries received during the Competition Period.
- 5.2. The Promoter will request the winner to confirm his/her contact details via a direct message on the Social Media Platform used by the winner to enter the Competition on or about 16 January 2023. 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.

## STELLA ARTOIS SNAPCHAT FILTER COMPETITION RULES

### 6. Winner Verification

- 6.1. A winner shall comply, and procure the compliance by the Attendees, with these Competition Rules, and 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 losses, damages, costs and/or expenses, whether direct, indirect, consequential or otherwise, arising out of a claim or threatened claim by him/her and/or an Attendee in relation to this Competition.
- 6.2. The winner and the Attendees 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. The Participant may be asked to provide their name and surname, email address, mobile number, the province in which he/she is located; and/or a copy of his/her 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.
- 6.3. The Prize will only be awarded by the Promoter and the Participant will only be regarded as the winner after the verification process set out in these Competition 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.
- 6.4. The Promoter reserves the right to carry out audits in respect of the Participant to verify his/her eligibility and/or the validity of the Participant's entry. 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 (or in the case of a winner, his/her Attendees) is invalid or ineligible, the relevant Participant shall not be entitled to receive the Prize and will not be compensated in any way.

### 7. Prize Forfeiture

- 7.1. The 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 the Prize.
- 7.2. If the winner is unable to attend, receive or utilise (as applicable) the Prize then the entire Prize shall be forfeited. There will be no compensation, in any form, including, but not limited to monetary

## STELLA ARTOIS SNAPCHAT FILTER COMPETITION RULES

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.

- 7.3. Time permitting and subject to the Promoter's approval, where the Prize is forfeited a substitute winner may be chosen in the same manner as the 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. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.
- 8.3. 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, voice recordings, 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, voice recordings, drawings or other creative works, created pursuant to the Participant's entry in the Competition.
- 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 the 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 (and shall ensure, as applicable, that his/her Attendees where the Participant is a winner 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

STELLA ARTOIS SNAPCHAT FILTER COMPETITION RULES

- 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 the 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 the 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 and/or a winner's Attendee 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 or an Attendee (as applicable) 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 or an Attendee (as applicable) 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 the winner and/or an Attendee (consent for which the winner shall obtain) without remuneration being payable to the winner and/or an Attendee, provided that the Promoter will not do so if the winner and/or an Attendee 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 the Prize not be available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute the 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.

STELLA ARTOIS SNAPCHAT FILTER COMPETITION RULES

- 8.10. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winner and/or an Attendee which are not expressly contemplated as part of the 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 the 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, 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.
- 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

## STELLA ARTOIS SNAPCHAT FILTER 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.

8.16. A Participant shall not post a picture, video or voice recording that is immoral, scandalous or illegal or is likely to have an adverse effect on the reputation of the Promoter, including but not limited to a post that depicts or promotes the underage drinking of minors, drinking while pregnant, abusive or sexual behaviour, and/or the participation in dangerous activities.

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