

## STELLA ARTOIS HOTEL STAY GIVEAWAY COMPETITION RULES

17 FEBRUARY 2023 - 22 FEBRUARY 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: (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 an entrant (a “**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

### 2. COMPETITION PERIOD

This Competition will run from 17 February 2023 until 22 February 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 Twitter, Facebook and Instagram.
- 3.2 In order to enter the Competition, a Participant must:
  - 3.2.1 have a valid Twitter, Facebook or Instagram account (“**Social Media Platforms**”);
  - 3.2.2 tag one partner (“**Guest**”) in the comment section under the Competition post shared on the Social Media Platforms;
  - 3.2.3 include the hashtag #StellaSoiree;
  - 3.2.1 include the @StellaArtoisZA tag on Facebook and Twitter; and the @stellaartoisafrica tag on Instagram; and
  - 3.2.2 provide a reason, under the Competition post on the Social Media Platforms, as to why the Participant and the Guest are the perfect pair. Should a Participant enter via Twitter or Facebook, the Participant’s post may be motivated by an image or video of the Participant providing the reason. If a Participant shares any image or video, it must be done lawfully, in accordance with Competition Rule 8.5 (POPIA Consent).
- 3.3 Entry is only valid through this medium and in this manner. A Participant may only enter the Competition once. Entry on any of the Social Media Platforms will be considered as one entry.

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.

#### 4. DESCRIPTION OF PRIZE

4.1 The prizes for this Competition are as follows:

4.1.1 one x one-night stay on 25 February 2023 at the Toadbury Hall hotel (located at 64 Beyers Naude Extension, Lanseria, Krugersdorp, 1748, Gauteng) (the “Venue”) with breakfast included (valued at approximately R2400);

4.1.2 one x ‘Stella Artois’ branded picnic box (valued at approximately R380) consisting of the following:

(i) two x 410ml cans of Stella Artois;

(ii) a selection of cheeses;

(iii) biltong;

(iv) breads which will be accompanied with the following spreads: (a) olive tapenade; (b) pesto; and (c) sundried tomato paste; and

(v) a variety of fruits;

4.1.3 two x ‘Stella Artois’ branded t-shirts (valued at approximately R200);

4.1.4 one x Stella Artois’ branded tote bag (valued at approximately R250);

4.1.5 two x ‘Stella Artois’ branded caps (valued at approximately R150); and

4.1.6 two x tickets to the ‘The Soirée’ (taking place on taking place on 25 February 2023) at the Venue (valued at approximately R500),

(collectively, the “Prize”).

4.2 There is one Prize available to be won during Competition Period.

4.3 The winner and their Guest are responsible for the cost of travel to the Venue.

4.4 No person may win more than one Prize in this Competition.

4.5 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.

4.6 The elements of the Prize set out in Competition Rules 4.1.2 – 4.1.5 will be delivered by the Promoter or its nominated agent to the winner’s address within the Republic of South Africa. The Promoter will contact the winner to arrange delivery.

4.7 The elements of the Prize set out in Competition Rules 4.1.1 and 4.1.6 will be sent by the Promoter or its nominated agent to the winner’s email address.

**5. WINNER SELECTION AND NOTIFICATION**

- 5.1 The winner will be selected by a panel of 2 judges appointed by the Promoter who will consider all valid entries provided during the Competition Period and decide, in their sole discretion who the winner will be. The judges' decision is final and no correspondence will be entered into.
- 5.2 The winner will be notified by the Promoter via direct message on the Social Media Platform which the winner entered through, on or before 22 February 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.

**6. WINNER VERIFICATION**

- 6.1 The winner and his/her Guest 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 a copy of his/her and a copy of his/her Guest's 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 (and shall obtain consent from their Guest (as applicable)) to the appropriate validation and verification measures that the Promoter may implement from time to time.
- 6.2 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.
- 6.3 The Promoter reserves the right to carry out audits in respect of the Participant and a Guest 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, having been informed of certain Competition entry requirements by an individual as set out in Competition Rule 1.1 (a)-(d), or otherwise falsifying data. Should the Promoter or its agent determine that an entry or Participant and a Guest 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 and his/her Guest's 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 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 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 and his/her Guest hereby waives any associated right/s. To the extent such rights have vested in a Participant and his/her Guest, the Participant and his/her Guest 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 and/or Guest 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 the Prize in its entirety with no compensation to any party by the Promoter.

8.5 **POPIA Consent:** each Participant, by participating in the Competition, acknowledges, agrees, undertakes and represents that it expressly consents to and shall obtain from his/her Guest their express consent, as applicable, to:

8.5.1 the Promoter processing the Participant's and the Guest'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;

8.5.2 the Promoter processing the Participant's and the Guest's personal information in the form of images and videos posted on one or more Social Media Platforms. The Participant acknowledges that the Promoter is not responsible for any independent and separate processing of such personal information by one or more Social Media Platforms and that such processing will be subject to the privacy practices and policies of the respective Social Media Platform; and

8.5.3 the Promoter transferring the winning Participant's and the Guest'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 or a Guest 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 the Guest 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 the Guest 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 his/her Guest without remuneration being payable to the winner the Guest, provided that the Promoter will not do so if the winner or the Guest 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.
- 8.10 The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winner or the Guest 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 and/or his/her Guest 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 and/or his/her Guest’s (as applicable) 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, 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, and shall obtain from his/her Guest: (i) market its products and campaigns to the Participant and/or Guest; (ii) conduct market research using personal information of the Participant and/or Guest 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 and/or Guest during the Competition entry process for the purposes of facilitation of the Competition. A Participant and/or Guest 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>.

