

## THE FIRST BUDWEISER IS ON US COMPETITION RULES

3 November 2021 - 30 December 2021

### 1. Introduction

- 1.1. This promotional competition (“**Competition**”) is run by The South African Breweries (Pty) Limited (“**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, or (c) directors, members, partners, agents, consultants or employees of the Promoter’s advertising and promotion agencies, associated companies, and 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 3 November 2021 until 30 December 2021, 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. In order to enter the Competition, a Participant must:
  - 3.1.1. visit one of the selected participating outlets as set out on the website of the Promoter, available at <https://budweiser.foneworx.co.za/>, and which may be subject to change during the Competition without notice to the Participant (“**Participating Outlet(s)**”);
  - 3.1.2. the Participant shall then scan the QR code found on the A5 table talkers at the relevant Participating Outlet with a mobile device;
  - 3.1.3. after scanning the QR code, the Participants will be redirected to the Budweiser registration page of the Promoter where they will be required to provide the following details: (i) confirmation that the Participant is 18 years or older; (ii) the Participant’s name and surname; (iii) the Participant’s gender; (iv) the Participant’s mobile number; (v) the Participant’s email address; (vi) the

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- Participant's preferred football league; (vii) the Participant's favourite football team; and (viii) the Participating Outlet where the Participant is at the time of entering the Competition;
- 3.1.4. once the Participant has completed the requirements in Competition Rule 3.1.3 above, the Participant will receive a promotional voucher via Whatsapp / SMS (the "**Voucher**");
- 3.1.5. the Participant must then show the Voucher to a waiter at the relevant Participating Outlet to redeem the Instore Prize, subject to availability of stock at the relevant Participating Outlet.
- 3.2. Participants who enter the Competition in accordance with Competition Rule 3.1 above will automatically be entered into the draw for the Grand Prize.
- 3.3. Entry is only valid through this medium.
- 3.4. A Participant can only enter the Competition once.
- 3.5. The Participating Outlets may be subject to change from time to time. The Promoter will in no way be liable to any person as a result of any change to the Participating Outlets during the Competition Period.
- 3.6. Entry into the Competition as well as the availability of the Prize shall be subject to any regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 ("**Regulations**").

## 4. Description of Prize

- 4.1. The prizes available to be won during this Competition are the following:
- 4.1.1. 1 (one) of 240 (two hundred and forty) Vouchers, per Participating Outlet, for a 330ml NRB Budweiser (the "**Instore Prize**"); and
- 4.1.2. 1 (one) of 5 (five) Budweiser / EPL co-branded fridges (the "**Grand Prize**"), (collectively the "**Prizes**").
- 4.2. There are 240 (two hundred and forty) Instore Prizes available to be won during the Competition Period, per Participating Outlet, and each Instore Prize has a value of approximately R35.00, with a total value of approximately R8,400.00.
- 4.3. There are 5 (five) Grand Prizes available to be won during the Competition Period and each Prize has a value of approximately R10,000.00, with a total value of approximately R50,000.00.
- 4.4. The Instore Prizes will be awarded to the winners on a first come first serve basis.
- 4.5. Each Voucher is only valid for a once-off use and may only be redeemed at the relevant Participating Outlet at which the Participant entered the Competition.
- 4.6. Vouchers must be redeemed immediately instore. Failure to redeem the Voucher immediately instore will result in forfeiture of the Instore Prize, and no party will have any claim against the Promoter, their

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respective associated companies (directors, officers and employees) and agents, of any nature whatsoever related to such forfeiture.

- 4.7. The Promoter does not guarantee instore stock availability of the Prizes. The availability of the Prizes shall at all times be subject to instore stock availability at the relevant Participating Outlets, 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 their Prize nor shall the Promoter be liable to provide Prizes or goods in substitution for Prizes which are not available due to stock being depleted.
- 4.8. No Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.9. The Grand Prize will be delivered by the Promoter or its nominated agent to the address of the winners within the Republic of South Africa. The Promoter will contact the winners to arrange delivery.

### **5. Winner Selection and Notification**

- 5.1. The first 240 (two hundred and forty) Participants to complete the entry process, per Participating Outlet, as described in Competition Rule 3.1 above, will win an Instore Prize and will automatically be entered into the random draw for the Grand Prize.
- 5.2. The winners of the Grand Prize will be selected via a random draw process. The draw will take place on or about 21 January 2022 and will consist of all valid entries received during the Competition Period.
- 5.3. The winners of the Grand Prize will be notified by the Promoter via SMS on or about 11 February 2022. If the Promoter is unable to contact a 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. Winners must be over the age of 18 (eighteen) years old and will be verified as complying with the Participant eligibility criteria set out in Competition Rule 1.1. Winners may be asked to provide a copy of their identity document/passport/driver's license/proof of residential address in order to receive a 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 after successful verification of the winners. Failing successful verification of any winner, 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 any winners to verify their eligibility and/or the validity of the winners' entries. The Promoter may disqualify any winners if any fraud or

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cheating or related activity is suspected, including without limitation, through the manipulation of entries or otherwise falsifying data. All entries, participants or travel partners determined by the Promoter or their agents to be invalid or ineligible will forfeit all rights to any Prize and will not be compensated in any way.

### 7. Prize Forfeiture

- 7.1. Winners must communicate their 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 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.
- 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 the original winner was chosen.

### 8. General

- 8.1. 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. All Participants indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, against any losses or damages arising from a breach of the provisions of the Regulations by such Participants and the Promoter shall not in any manner whatsoever be liable for any transgressions by any Participant in this regard.
- 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. The timeline's 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.
- 8.4. Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to the following:
  - 8.4.1. the Promoter may process 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

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- 8.4.2. the Promoter may transfer 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.
- 8.5. With the exception of Competition Rule 8.4 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 the Prize, where such disclosure is permitted by law and/or where consent to sharing personal information is obtained from the Participants by the Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 8.6. A Participant may, by addressing a request in writing to the deputy information officer of the Promoter (at [lufuno.shinwana@za.ab-inbev.com](mailto:lufuno.shinwana@za.ab-inbev.com)), request the Promoter to-
- 8.6.1. correct or delete personal information about the Participant in its possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or
- 8.6.2. destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 8.7. The Promoter may make media announcements or publish the names and/or photographs of the winners without remuneration being made payable to the winners, provided that any such person may expressly elect to decline this by written communication to the Promoter.
- 8.8. Subject to Competition Rule 4.7, should a 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 compensated in any way in this instance by the Promoter.
- 8.9. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winners which are not expressly contemplated as part of the Prize.
- 8.10. 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.

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- 8.11. 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.
- 8.12. All Participants and winners indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, 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 their participation in any way in this Competition or their 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.**
- 8.13. 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 Promoters 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 applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. Entries will only be accepted if they comply with all entry instructions. 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.
- 8.14. By participating in the Competition each Participant gives the Promoter consent to market its products and campaigns to Participant, using the details provided by the Participant, which Participants may decline by opting out via the opt out mechanism provided on the communications.
- 8.15. These Competition Rules are also available on <https://budweiser.co.za/terms-of-use>.