

# FLYING FISH SNEAKER GIVEAWAY COMPETITION RULES

23 DECEMBER 2020 – 8 MARCH 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 23 December 2020 until 8 March 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. Internet access and a valid social media Twitter account is required to enter the Competition.
- 3.2. In order to enter the Competition, a Participant must follow the instructions that will be tweeted on the official Twitter page of the Promoter (available at @FlyingFishSA), which will entail the following:
  - 3.2.1. Participants will be required to register and sign up on the official website of the Promoter (available at <https://www.addsomeflavour.co.za/sneakers> ).
  - 3.2.2. As part of signing up for the Competition on the website of the Promoter, Participants will be required to select and submit a custom design for a pair of Nike AirForce 1 sneakers together with their names and required size (the "**Submission**").
  - 3.2.3. As proof that Participants have signed up on the website of the Promoter and in order to complete the entry process, Participants will be required to take a screenshot of their Submission on the website of the Promoter and share it on Twitter and tag the Promoter in the tweet (@FlyingFishSA).
- 3.3. Entry is only valid through this medium.

- 3.4. Participants can only enter the Competition once.
- 3.5. Participants will be liable for their own data and voice charges in respect of the Competition participation as well as any verification process, if applicable.
- 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 prize for this Competition is 1 (one) of 40 (forty) pairs of custom designed limited-edition Nike AirForce 1 sneakers with an estimated value of R2,300.00 per pair of sneakers (the "**Prize(s)**").
- 4.2. 40 (forty) winners will be selected (the "**Winner(s)**") during the Competition Period.
- 4.3. It is recorded that the custom design and size specifications selected by the Winners in their Submission will be used by the Promoter in order to prepare the Prizes for the Winners, but the Promoter shall not in any manner whatsoever be liable should the Prizes not materially conform to the specifications selected by the Winners. The Winners will not be entitled to return the Prizes or request a refund should the Prizes not be suitable or fit for their intended use.
- 4.4. 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.
- 4.5. The Prize will be delivered by the Promoter to the nominated address of a Winner within the Republic of South Africa. The Promoter will contact the Winners to arrange delivery between 8 March 2021 and 18 March 2021.

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

- 5.1. The Winners will be selected by the Promoter by a random draw process. The random draws will take place on 1 March 2021, 5 March 2021, 10 March 2021 and 15 March 2021 and will consist of all valid entries received at the time of the random draw.
- 5.2. 10 (ten) Winners will be selected during each of the random draws and the Promoter will announce the Winners on the same date.
- 5.3. The Winners will be notified by the Promoter on the official Flying Fish Twitter timeline of the Promoter as well as via direct messaging. 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. All 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 the Prize.

- 6.2. The Prize will only be awarded after successful verification of the Winners. Failing successful verification of a 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 a Winner if any fraud or 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 the Prize and will not be compensated in any way.

## **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 the Prize.
- 7.2. If a 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 a Prize is forfeited a substitute Winner may be chosen in the same manner as an 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.
- 8.2. No person may win more than one Prize in this 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. Each Participant, by entering the Competition, acknowledges, agrees and expressly consents thereto that the Promoter may process a 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 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. 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 the Promoter sharing personal information is obtained from the Winners. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 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. 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 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.
- 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, organized 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 the 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 the official Promoter website which can be found at <https://addsomeflavour.co.za/>.

## WHAT THE FLYING FISH FILTERS COMPETITION RULES

18 DECEMBER 2020 – 22 DECEMBER 2020

### 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 12:00 pm on 18 December 2020 until 22 December 2020 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 Instagram. Internet access and a valid social media account are required to enter the Competition.
- 3.2. To enter the Competition, a Participant must post a picture and/or story of him/herself on Instagram using the relevant Brand Ambassador's 'Flying Fish' filter, tag the relevant Brand Ambassador, tag @FlyingFishSA, and include the hashtag #FlowWithIt. Entry is only valid through this medium.
- 3.3. The Participant shall ensure that the picture and/or story referred to in clause 3.2 above does not contain:
  - 3.3.1. any statements, depictions or actions which are likely to cause detriment, damage, injury or loss to the Promoter; or
  - 3.3.2. any statement, depiction, action, or involvement in any activity which tends in the reasonable opinion of the Promoter to expose the Promoter to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the general public, or reflects unfavourably on the

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Promoter's reputation or products (including but not limited to the use or other association with illegal or illicit drugs, the promotion of violence or other illegal or immoral activity).

- 3.4. A Participant can only enter the Competition once.
- 3.5. Participants are liable for their own data and voice charges in respect of the Competition participation and the verification process.

### 4. Description of Prize

4.1. Five Instagram influencers have been chosen by the Promoter to act as brand ambassadors in order to facilitate this Competition (the "**Brand Ambassadors**"). Each Brand Ambassador will be giving away ten prizes throughout the Competition Period. In each instance, the prize will be one of the following:

- 4.1.1. a hair make-over worth a maximum of R650;
- 4.1.2. a tattoo worth a maximum of R2000; or
- 4.1.3. piercings worth a maximum of R2000.

(the "**Prize**").

- 4.2. Each winner may choose one of the abovementioned prizes to be received at an outlet suggested by the Promoter or an outlet of the winner's choice (reasonable discretion to be applied).
- 4.3. 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.
- 4.4. The Promoter will contact the winning Participant via direct message to arrange delivery. Delivery and receipt of the Prize will be subject to any regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 and ("**Regulations**"). Should the winning Participant not be able to receive the Prize due to the Regulations restrictions, the Prize will be delivered once these restrictions are lifted.

### 5. Winner Selection and Notification

- 5.1. Winners will be selected by the Brand Ambassadors.
- 5.2. The winners will be notified by the Brand Ambassadors via Instagram Direct Message following the end of the Competition Period. If the Brand Ambassador 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.
- 5.3. Once the Brand Ambassador has contacted the winner, arrangements will be made in order for the winner to receive the Prize at the relevant outlet. The winner will only be able to receive the Prize once the relevant arrangements have been made between the Promoter's appointed third party and the relevant outlet.
- 5.4. To the extent that: (i) the winner's selected outlet is unable to provide the Prize; or (ii) the relevant arrangements cannot be made to accommodate the winner's receipt of the Prize at the selected

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outlet, despite reasonable attempts being made by the Promoter or the Promoter's appointed third party to do so, the Promoter may suggest an alternative outlet at which the winner may receive the Prize.

- 5.5. Notwithstanding clause 5.4 above, if the Promoter has reasonably attempted to arrange for the winner to receive the Prize and for any reason the winner is unable to receive the Prize or the chosen outlet has failed to provide the Prize, the winner may be forced to forfeit the Prize at the Promoter's discretion, in which case no compensation or alternate prize will be due to the winner.

### **6. Winner Verification**

- 6.1. Winning Participants selected via Instagram will be verified as complying with the Participant eligibility criteria set out in the clause 1.1 and, if applicable, be required to verify their address for delivery of prizes.
- 6.2. The winning Participant must provide a copy of his/her ID document/passport/drivers licence, proof of the post shared on his/her social media channel and, if necessary, proof of address for the delivery of the Prize. The Prize will only be awarded after successful verification of the winners. Failing successful verification of any winners, a substitute winner may be selected at the discretion of the Promoter.
- 6.3. All winners must be over the age of 18 years old. Verification of age may be required prior to the awarding of any Prize.
- 6.4. 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 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) 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 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 heed the Regulations and any non-compliance with the Regulations will result in automatic disqualification.
- 8.2. No person may win more than one Prize in this 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. 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 the Promoter sharing personal information is obtained from the winners. The Promoter will comply with the relevant data protection legislation, including the Protection of Personal Information Act 14 of 2013.
- 8.6. 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.
- 8.7. 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 compensated in any way in this instance by the Promoter.
- 8.8. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winners (such as travel costs, costs resulting from or in connection with receipt of the Prize) which are not expressly contemplated as part of the Prize.
- 8.9. 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.
- 8.10. 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.
- 8.11. 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. Due to the nature of the Prize, the Participant hereby acknowledges and agrees that receipt, use or redemption of the Prize is strictly at the Participant's own risk.**

8.12. Winners of this Competition are excluded from winning any further promotional competitions run by the Promoter for a 24-month period after winning.

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, organized 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 [www.addsomeflavour.co.za](http://www.addsomeflavour.co.za).

# WHAT THE FLYING FISH GIVEAWAY WITH YFM COMPETITION RULES

04 DECEMBER 2020 – 31 DECEMBER 2020

## 1. Introduction

- 1.1. This promotional competition (“**Competition**”) is run by The South African Breweries (Pty) Limited (“**Promoter**”) in collaboration with YFM on 99.2 FM (“**YFM**”) 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 04 December 2020 until 31 December 2020, 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 YFM and Instagram. Internet access and a valid social media Instagram account as well as access to 99.2 FM is required to enter the Competition.
- 3.2. In order to enter the Competition, Participants must listen for announcements regarding the Competition on YFM from Monday to Thursday evenings between 19:00 and 22:00 for the duration of the Competition Period. YFM will provide Participants with the relevant instructions to enter the Competition on-air, on a weekly basis and the Participants must follow the instructions in order to submit a valid entry for the Competition. Instructions for entering the Competition may differ from week to week, in the sole discretion of YFM.
- 3.3. YFM will inform Participants what type of post they will be required to post on Instagram for example a selfie, a video or both in order to enter the Competition in a particular week (“**Entry Post**”).
- 3.4. All Entry Posts must be accompanied by the following:

- 3.4.1. The Instagram #ONEBROWONFLEEK filter must be applied to the Entry Post.
- 3.4.2. The hashtags #WhatTheFlyingFish and #OneBrowOnFleek must feature in the Entry Post.
- 3.4.3. @FlyingFishSA and @YFM must be tagged in the Entry Post.
- 3.5. Entry is only valid through this medium and Entry Posts can be posted either as a story or on the newsfeed of the Participants' Instagram accounts.
- 3.6. A Participant can only enter the Competition once.
- 3.7. Participants will be 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 into the Competition as well as the availability of the Prizes 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 prize for this Competition is 1 (one) prize pack which includes the following Flying Fish branded merchandise:
  - 4.1.1. 2 x Deck chairs (total value of R800);
  - 4.1.2. 2 x Scatter Cushions (total value of R220);
  - 4.1.3. 1 x Ice Bucket (total value R160);
  - 4.1.4. 1x New Normal Sweater (total value R250); and
  - 4.1.5. 1 x 6 pack of 330ml Flying Fish (total value R80),  
(the "**Prize(s)**").
- 4.2. There will be 4 (four) Prize packs available to be won during the Competition Period.
- 4.3. 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.
- 4.4. The Prize will be delivered to the winners by the Promoter. The Promoter will contact each winner to arrange delivery to the nominated address of a winner within the Republic of South Africa within 5 (five) business days following the announcement of a winner.

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

- 5.1. YFM will select 1 (one) winner on a weekly basis at 19:00 each Thursday evening, for the duration of the Competition Period. For the avoidance of doubt, only 1 (one) Prize will be available per week for the duration of the Competition Period.
- 5.2. The selection of each winner will be based on which Entry Post YFM, in its sole discretion, deems to best meet the following elements:
  - 5.2.1. Quirkiness.

- 5.2.2. Capture the #WhatTheFlyingFish and #OneBrowOnFleek sentiment.
- 5.3. The winners will be announced on-air at 19:00 each Thursday evening as well as be notified by the Promoter and/or YFM via direct messaging on Instagram for the duration of the Competition Period. If the Promoter and/or YFM is unable to contact a winner, such winner will be disqualified and a substitute winner may at the discretion of the Promoter and/or YFM be selected, using the same winner selection process.

## **6. Winner Verification**

- 6.1. All 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 paragraph 1.1 of these Competition Rules. A winning Participant may be asked to provide a copy of his/her identity document/passport/driver's license/proof of residential address in order to receive the Prize.
- 6.2. The Prize will only be awarded after successful verification of the winners. Failing successful verification of any winners, a substitute winner may be selected at the discretion of the Promoter and/or YFM.
- 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 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 YFM, the Promoter or its agent as requested by YFM, 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) 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 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.
- 8.2. No person may win more than one Prize in this 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 YFM, 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. 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 the Promoter sharing personal information is obtained from the winners. The Promoter will comply with the relevant data protection legislation, including the Protection of Personal Information Act 14 of 2013.
- 8.6. The Promoter and YFM 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 or YFM.
- 8.7. 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 compensated in any way in this instance by the Promoter.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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.
- 8.11. **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.**

- 8.12. The Promoter does not warrant or guarantee the performance or quality of the Prizes or that any Prize will be fit for any particular purpose. The Promoter shall not be liable for any defect, failure or error, whether latent or otherwise, in the Prizes.
- 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, organized 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://www.addsomeflavour.co.za/sites/g/files/phfypu1231/f/yfm.pdf>

## ECR FLYING FISH REGIONAL AD HOC PROMO COMPETITION RULES

01 December 2020

### 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 1 December 2020 until 31 December 2020{. . .} 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 purchase two 660ml Flying Fish (the "**Product**").
- 3.2. The Participant shall then receive a scratch card and stand a chance to win instant prizes.
- 3.3. Entry is only valid through this medium.
- 3.4. A Participant can enter the Competition as many times as they wish.

### 4. Instant Prizes

The prizes for this Competition are bucket hats, socks, T-shirts, Sunglasses and shopping bags (the "**Prize**"). If the Participant wins an instant Prize then they shall collect their Prize immediately from the participating store where Participant bought the Product.

### 5. Winner Verification

- 5.1. The Prize will only be awarded after successful verification of the winners. Failing successful verification of any winners, a substitute winner may be selected at the discretion of the Promoter.

- 5.2. All winners must be over the age of 18 years old. Verification of age may be required prior to the awarding of any Prize.
- 5.3. 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 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.

## **6. Prize Forfeiture**

- 6.1. 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.
- 6.2. If a 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.
- 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 the original winner was chosen.

## **7. General**

- 7.1. No person may win more than one Prize in this Competition.
- 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 the Prize in its entirety with no compensation to any party by the Promoter.
- 7.4. 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 the Promoter sharing personal information is obtained from the winners. The Promoter will comply with the relevant data protection legislation, including the Protection of Personal Information Act 14 of 2013.
- 7.5. 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.

- 7.6. 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 compensated in any way in this instance by the Promoter.
- 7.7. 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.
- 7.8. 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.
- 7.9. 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.
- 7.10. 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.**
- 7.11. 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, organized 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.
- 7.12. 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.
- 7.13. These Competition Rules are also available on { . . }.

## THE CLUBHOUSE VOUCHERS COMPETITION RULES

5 NOVEMBER 2020 - 9 NOVEMBER 2020

### 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 5 November 2020 until 9 November 2020 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

This Competition will take place on Facebook, Instagram and Twitter. The Promoter and its nominated influencers will post redeemable vouchers (as described in section 4 below) on Facebook, Instagram or Twitter. In order to enter the Competition, a Participant must (i) be registered on the Flying Fish website ([www.addsomeflavour.co.za](http://www.addsomeflavour.co.za)) (the "**Website**"); and (ii) be the first Participant to redeem the applicable voucher on the Website. Entry is only valid through these mediums.

### 4. Instant Prizes

- 4.1. The prizes for this Competition are redeemable vouchers each to the value of R500 for the purchase of products, fashion items or Flying Fish accessories on the Website (the "**Prize**").
- 4.2. Each Prize may only be redeemed once via the Website.
- 4.3. 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.

4.4. The Prizes will be available for collection by the winners via the Website.

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

Winning Participants shall receive their Prize on-the-spot via the Website.

## **6. Winner Verification**

6.1. The Prize will only be awarded after successful verification of the winners. Failing successful verification of any winners, a substitute winner may be selected at the discretion of the Promoter.

6.2. All winners must be over the age of 18 years old. Verification of age may be required prior to the awarding of any Prize.

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 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) 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 a Prize is forfeited a substitute winner may be chosen in the same manner as the original winner was chosen.

## **8. General**

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

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 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.

8.4. 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 the Promoter sharing personal information is obtained from the winners. The Promoter will comply with the relevant data protection legislation, including the Protection of Personal Information Act 14 of 2013.

- 8.5. 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.
- 8.6. 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 compensated in any way in this instance by the Promoter.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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.**
- 8.11. 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, organized 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.

8.12. 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.

8.13. All Participants must heed the South African Government's Lockdown Regulations under the Disaster Management Act 57 of 2002.

8.14. These Competition Rules are also available on [https://www.facebook.com/pg/FlyingFishSA/notes/?ref=page\\_internal](https://www.facebook.com/pg/FlyingFishSA/notes/?ref=page_internal).

## FLYING FISH POP UP COMPETITION RULES

17 SEPTEMBER 2020 - 18 SEPTEMBER 2020

### 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 13:00 on 17 September 2020 until 17:00 on 18 September 2020 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 the Flying Fish brand website, addsomeflavour.co.za ("**Brand Website**"). Internet access and a valid social media account are required to enter the Competition.
- 3.2. In order to enter the Competition, a Participant must click on the puzzle link provided on the competition post on Twitter and Facebook. This link will direct Participants to the game page on the Brand Website. Once the Participants have solved the puzzle, they will be required to share the puzzle on their social media profile on Twitter or Facebook and share that they solved the puzzle to be eligible to be selected as a winner of the Prize. Entry is only valid through this medium.
- 3.3. A Participant can only enter the Competition once.
- 3.4. Participants are liable for their own data and voice charges in respect of the Competition participation and the verification process.

**4. Description of Prize**

- 4.1. The prize for this Competition is a lunch for the winner and a guest on Sunday 20 September at The Greenhouse Bar Oxford Parks, situated at 199 Oxford Rd, Dunkeld, Johannesburg, at 12:00. The winner and his or her guest will each receive a complimentary three course lunch, one Flying Fish beer, one Flying Fish cocktail and unlimited soft drinks. They will also each receive one Flying Fish branded item. (the “Prize”). Only one Prize will be awarded to a single winner.
- 4.2. The Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize or for its cash value. The winner may not substitute him/herself with any other person.
- 4.3. The Promoter will contact the winning Participant via direct message on Twitter or Facebook.

**5. Winner Selection and Notification**

- 5.1. The winner will be selected by a random draw process. The draw will take place on or before 19 September 2020 and will consist of all valid entries received during the Competition Period.
- 5.2. The winners will be notified by the Promoter via direct message and on Flying Fish's Twitter page and Facebook page on or before 19 September 2020. 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. The 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.
- 6.2. The winner and his guest must be over the age of 18 years old. Verification of age may be required prior to the awarding of the Prize.
- 6.3. The Promoter reserves the right to carry out audits in respect of the winner to verify his eligibility and/or the validity of the winner’s entry. The Promoter may disqualify the winner if any fraud or 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. The winner must communicate his 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 the winner to attend, receive or utilise (as applicable) the 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. In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.

8.2. 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.

8.3. 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 the Promoter sharing personal information is obtained from the winners. The Promoter will comply with the relevant data protection legislation, including the Protection of Personal Information Act 14 of 2013.

8.4. The Promoter may make media announcements or publish the name and/or photographs of the winner without remuneration being made payable to the winner, provided that such person may expressly elect to decline this by written communication to the Promoter.

8.5. 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 compensated in any way in this instance by the Promoter.

8.6. The Promoter will not be responsible for any costs, expenses (including travel costs) or other liabilities incurred by the winner which are not expressly contemplated as part of the Prize.

8.7. 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.

8.8. 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.

**8.9. All Participants and the winner 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.**

8.10. 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, organized 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.

8.11. 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.

8.12. These Competition Rules are also available on

[https://www.facebook.com/FlyingFishSA/notes/?ref=page\\_internal](https://www.facebook.com/FlyingFishSA/notes/?ref=page_internal).