

# 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/>.