

FLYING FISH INTRINSIC - OFF & ON PREMISE COMPETITION RULES

28 OCTOBER 2021 - 13 DECEMBER 2021

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, 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 28 October 2021 until 13 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. The Competition will have a different entry mechanism for each of four different categories in the Competition, as set out below:
 - 3.1.1. **Category 1: Entry via Purchase and Scratch Card for a Counter-Top Fridge or Custom Desk Fridge (“Category 1”)**

In order to enter the Competition in Category 1, a Participant must: (i) purchase 1 case of 24 x 330 ml bottles of Flying Fish at any of the outlets set out in Annexure A; (ii) scratch a scratch card received from the outlet pursuant to the Participant’s purchase; and (iii) SMS the code revealed on the scratch card after scratching, to *120*603*.
 - 3.1.2. **Category 2: Entry via Purchase and Scratch Card for T-shirt (“Category 2”)**

In order to enter the Competition in Category 2, a Participant must: (i) purchase 1 x 660 ml bottle of Flying Fish at any of the outlets set out in Annexure B; (ii) scratch a scratch card

FLYING FISH INTRINSIC- OFF & ON PREMISE COMPETITION RULES

received from the outlet pursuant to the Participant's purchase; and (iii) SMS the code revealed on the scratch card after scratching, to *120*603*.

3.1.3. **Category 3: Entry via Purchase at Independent Out of Home ("Category 3")**

In order to enter the Competition in Category 3, a Participant must purchase 5 x 330ml bottles of Flying Fish on a Friday at any of the outlets set out in Annexure C.

- 3.2. Entry is only valid through these mediums.
- 3.3. A Participant can enter the Competition as many times as they wish.
- 3.4. 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 prizes for this Competition are:

- 4.1.1. for Category 1: one of 70 counter-top fridges (valued at approximately R3000.00), or one of 135 custom desk fridges (valued at approximately R1365.30);
- 4.1.2. for Category 2: one of 12 000 Flying Fish branded t-shirts (valued at approximately R135.00);
and
- 4.1.3. for Category 3: one of 120 x 330ml bottles of Flying Fish per outlet as set out in Annexure C (valued at approximately R13.00) to drink responsibly,
(collectively the "**Prizes**").

- 4.2. No person may win more than one Prize in Category 1 in this Competition.
- 4.3. There are approximately 12 325 Prizes available to be won during Competition Period.
- 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. A Prize will be delivered by the Promoter or its nominated agent to the relevant winner's address within the Republic of South Africa. The Promoter will contact the winners to arrange delivery.

5. **Winner Selection and Notification**

- 5.1. The scratch cards in Categories 1 and will have a redemption rate ("chance to win") of 1:4. To clarify, each scratch card has a different USSD code on it and a certain number of the USSD codes have randomly been assigned the winning of a Prize in Category 1 or 4 (as applicable) so that the chance of winning a Prize when scratching a scratch card is 1 in 4.
- 5.2. The winners of the Prizes in Category 1 and Category 2 will be notified immediately by the Promoter via SMS. The Prize will be delivered by the Promoter or its nominated agent to the relevant winner's

FLYING FISH INTRINSIC- OFF & ON PREMISE COMPETITION RULES

address within the Republic of South Africa on or before 31 December 2021. The Promoter will contact the winners to arrange delivery.

- 5.3. In Category 3, Prizes will be awarded to the winners on a first-come-first-served basis upon entry in accordance with Competition Rule 3.1.3 above. The winners of the Prizes in Category 3 will be notified instore upon their purchase as set out in Competition Rule 3.1.3 above, and instantly receive their Prize.
- 5.4. 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 relevant winner. 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 winner to verify his/her eligibility and/or the validity of the winner's entry/ries. The Promoter may disqualify any 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. 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 a 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) the Prize.

FLYING FISH INTRINSIC- OFF & ON PREMISE COMPETITION RULES

- 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. Each Participant indemnifies and holds harmless the Promoter, its associated companies, and the directors, officers, employees and agents of both of them, against any losses or damages arising from a breach of the provisions of the Regulations by such Participant 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 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 a 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
- 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 a 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 a Prize, where such disclosure is permitted by law and/or where consent to sharing personal information is obtained from

FLYING FISH INTRINSIC- OFF & ON PREMISE COMPETITION RULES

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), 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. 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 a 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, its associated companies, and the directors, officers, employees and agents of both of them, 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 a 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

FLYING FISH INTRINSIC- OFF & ON PREMISE COMPETITION RULES

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. The participating outlets, set out in Annexures A, B and C, are subject to change by the Promoter at any time without notice to the Participants, and the Promoter will in no way be liable to any Participant as a result of such a change.
- 8.16. These Competition Rules are also available on addsomeflavour.co.za.

ANNEXURE A

The following Participating outlets: Pick 'n Pay Liquor Store, Checkers, Shoprite, Spar Tops, Makro, CJ Robinson and the following Independent Self Service outlets (subject to change with no liability to Promoter): Tony's Liquors, Southside Liquors, Jumbo Liquors Bothasig, Norman Goodfellows Garden, Onrus Liquors, Downtown Liquor Golden Acre, Observatory Bottle Store, T S Liquor World, Park West Liquors, CK Liquor Store, Picardi Rebel Masiphumelele, Rhino Liquors Umlazi, Oribi Liquor Store, Cut Price Liquor Two, Saiccor Village Bottle Store, Purple Pig Liquors PRO, Milkwood Liquors , Northgate Liquors Durban, The Cellar, Kwa V Discount Liquors PRO, East Coast Liquors Margate, L and L Liquors Tyners, Quenchers, Peters Liquors Glenashley, Ilovu Discount Liquor, Liquor City Toti, Market Liquors Scottsville, Liquor City Pinetown, Malrick Liquors, Sunstone Liquors New Germany, Maru Semenya, Overland Piccadilly Liquors Pty Ltd, Sunninghill Liquors, Redline Liquor Store, Jumbo Liquor Store Glenharvie, Jimmy's Liquor Florida, Discount Liquor Store, Laeveld Bottle Store, Joe Bottle Store, Ultra Express Fochville, Liquor Mart, Norman Goodfellows Illovo Pty Ltd, Brody's Liquor Store, Choppies Chill Liquor Siyabuswa, Overland Liquors Secunda, Cosmos Liquor Store, Petronella Liquor Store, Carletonville Hype Liquor Store, Zero Degrees Liquors , Maroela Bottle Store, Gardens Liquor Store, Maroela Liquor Store, Milos Liquor Store, Rainbow Liquor Store, Monti Christo Bottle Store, Coyote Liquor Store, Bramley Liquor Store, William's Liquor Store, Eldo Tops, Brother's Liquor Store, Clyde Liquor Store, Kenmare Bottle Store, Columbine Cellars, HlokoHloko Bottle Store, Lyttelton Liquors, Come Duze Liquor Store, Volume Two Liquor Store, Big Mamas Tavern, Liquor City Phalaborwa, Liquor and Wine Superstore, Amphill Liquors, Klopper Park Liquor, Dog Box Liquor Store, Jakes Liquor Masters, Clan Liquor Snack, Discount Liquor Kerk, Thops at Kriel, Southgate Country Lodge Tourist Shop, Hatfield Liquors, Eersterus Plaza Drankkelders, Myka Trade Liquors, Dunnotar Bottle Store, Cosmos Liquor Store, Redge Trading Liquors TA V and MKE, Yizo Yizo Sports Tavern, Thirsty Liquor Store, Johnnys Liquor, Sportsman Bottle Store, Dwaalboom Drankwinkel, Driewiel Liquor Store, Rum Drum Liquor Store, Milton Avenue Liquor Store, Liquor Zone Overland Liquor Store, Fauna Bottle Store, Drunken Sailor Liquors, Brite Lite Bottle Store, Picardi Drankwinkel, Geelhoutpark Liquor Store, Kloof Liquor Store and Maxi Liquor Store.

ANNEXURE B

The following Main Market outlets: Dikela Bottle Store, Hot and Cold Tavern, Reneiwe Liquor Store, Wiseman's Liquor Store, Buhlebentuthuko Liquor Store, Sunset Liquors, Pongola Drankwinkel, Bargain Bottle Store, Siya Siya Liquor Store, Hot Spot Liquors Pro, Cals Discount Liquors, Mandlakayise Bottle Store PSH, Oribi Liquor Store, Loronz Liquors, Khulani Mashengu Liquor Store, Manzini Liquor Store, Esselen Liquors, Mac's Liquor Store, Burlington Station Liquor Store, Orient Hill Liquors Pro, Dunge Liquor Store Pro, Umlazi One Liquor Store Pro, C Bottles Store, Moodleys Liquor Store, Magalela Bottle Store Nagina, Annievale Liquor Store, BM Corner Tavern, Mvuleni Liquor Store, Simunye Liquor Store, Caudi Hotel Bottle Store BK, Grand Joint Club, Value Supersave Liquor Store, Hyper Liquor Store, Rikhotso Bottle Store, Leslie Mine Liquor Store, Lunch Box Liquor Store, Three in One Liquor Store, Musina Sunrise Liquor CC, The Great Liquor Store, B and O Liquor Store, Steve Blue Bottle Liquor Express, Maponya Bottle Store, Bodibeng Bottle Store, Mapa Liquor Store, Eyethu Liquor Store Lydenburg, Relebogile Lehlogonolo Liquor Tavern, Sebayeng Bottle Store, Park Liquor Store, Mawas Place, Totos Place, Tinti Pool Club, Come Duze Liquor Store, PAP and NIC Liquor Store, Township Discount Liquor Store, Dee Glen Bottle Store, Fairview Liquor Market, Golden Pot Liquor Store, Be Joy Liquor Land Bottle Store, Good Guys Liquor Store, Century Liquor Store, Eliquor Windsor Gardens, Lethabo House, Majakaneng Liquor Store, Franks Liquor Store, Tobs Bottle Store, Forever Flowing Liquor Sellers, Masakhane Liquor Store, Ngwenyama Centre, Lebusa Distributors, Tha Candy Shop, Thuks Liquor Store, Skippa Drankwinkel, Mapitas Restaurant, Tintis Restaurant, Dazzle Liquor Store, Luckys Restaurant, 4 Seasons Bottle Store, Curtis Liquor Store, Dumza Liquor Store, Motswalas Place, Roadhouse Liquor Store, Springbok Liquor Store, Emazekeni Tavern, Cathys Liquor Store, Ellis Park Liquor Store, Paardekraal Liquor Store, Zeerust Drank Kelders, Mama's Liquor Store, Overland Liquors, Tokkelos Liquor Store, Lapalaka Liquor Store, Eddies Liquor Store, Motho Liquor Store, Florence Bottle Store, Masters Tavern, Vakuzenzele Bottle Store, Matloding Liquor Restaurant, Mahlubi Bottle Store, Franks Place and Marsh Off Sales.

ANNEXURE C

The following Independent Out of Home outlets: Durbanville Golf Club, Stones Observatory, Doodles Restaurant Table View, The Tin Roof, The Palms Pub and Grill, New Rest Tavern, Langebaan Golf Club, Strand Golf Club, Brewery Restaurant, Yzerfontein Recreation Club, Ground Coffee Shop and Cocktail Bar, Hamilton Club, Town and Country Sport and Cigar Bar, Umtata Tavern, Legends Claremont, Fat Leisure House, Rocka Feela Lifestyle, The Cellar Pub, Buddies Bar, Ntonga Recreation Club, Thokoza Recreation Club, Panarittis Mthatha, Hops Riverside, New Light Restaurant, Merseyside Pub and Tavern PRO, Durban Shongweni Club, Frosties Pub and Grill, JRs Palace PRO, JDs Pub and Grill, V Café Matatiele, Tavern 547 EMP, Zethembe Shisanyama Restaurant, Ngcebo General Dealer And Eating Ho, Uncle Jims, The Office (NTO), Thembaluvhilo Restaurant, The Moon, Benoni Country Club, Bundu Inn CC Ta Bundu Inn, Benoni Northern Sports Club, Grassland Driving Range, The Pyramid Pool And Snooker Lounge, Florida Noord Rolbalklub, Come Duze, Xolani G, Traders Sports Bar, Zikhali Pub, Gundi S Tavern, Panthers Tavern, Seboladi Roadhouse, Zanzi Bar Tavern, The Dips Place, The Rock Pub And Grill, The Club House, Cool Runnings Centurion, Big Dog Pub, Si Meropa Casino, Upper Deck Restaurant, Dros Watermeyerpark, Jerusalem Restaurant, Upstairs Pool And Sports Bar, At Loos Pub, The Keg And Eagle, Jacks Sports Pub, Chesa Nyama Main Street, Coyotes Pub And Grill, Countess Melville (NTO), Roof Top Junxion, Lacostes Joint, Pules Place, Balbek - Melville (NTO), Down Town Bar, Goodies Coffee Shop, Shooters Pool Club, Silindiles Pub, La Campana Restaurant, Chiawelo Rest T/A Bottle Store, Goodfood Africa Restaurant, Bubba JS Sports And Comedy Café, Zoo Lake Bowling Club, 21st Century Inn, Green Palms Pub And Grill, Galaxy World Carlton, Radical Gril, Sebayeng Sheshanyama, Andys Pub And Entertainment, Mustown Shisanyama, Strydfontein Restaurant, The Federal (NTO), Pool City Action Bar, Memories Café, The Island, TTM, Giovanis Restaurant, Meriting Liquor Restaurant, De Beers Country Club, Orkney Golf Club, Cosy Corner, Mafikeng Guest House, Speed Ball, Einstein Pool Club, Dros Vanderbijlpark, Lapologa Restaurant, Drinking In Style Liquor Den, and Makwase Restaurant And Catering.