

## CASTLE DOUBLE MALT SOCIAL PAGES LAUNCH COMPETITION RULES

18 APRIL 2023 - 30 NOVEMBER 2023

### 1. INTRODUCTION

- 1.1 This promotional competition (“**Competition**”) is run by The South African Breweries (Pty) Ltd (“**Promoter**”) and is open to all persons of 18 years or older and resident in South Africa, except for: (a) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families; (b) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Competition; (c) directors, members, partners, agents, consultants or employees of the Promoter’s advertising and promotion agencies or associated companies; and (d) participating outlet owners and staff.
- 1.2 The rules set out in this document constitute the rules which will govern the Competition (“**Competition Rules**”).
- 1.3 Participation in the Competition by an entrant (a “**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

### 2. COMPETITION PERIOD

- 2.1 This Competition will run from 18 April 2023 until 30 November 2023, both dates inclusive, or until the Promoter provides a public notice that the Competition has ended, whichever is earlier (“**Competition Period**”). Entries will only be accepted during the Competition Period.

### 3. COMPETITION ENTRY PROCESS

- 3.1 This Competition will take place on the official Castle Double Malt: (i) Twitter page (available at @CastleDoubleMalt); (ii) Facebook page (available at @CastleDoubleMalt); and (iii) Instagram page (available at @CastleDoubleMalt) (each, a “**Social Media Page**” and collectively, the “**Social Media Pages**”). Participants can enter the Competition on any one of the Social Media Pages. A valid social media account and internet access is required to successfully enter the Competition.
- 3.2 To enter the Competition, a Participant must follow any one of the Social Media Pages.

- 3.3 Entry is only valid through this medium and in this manner. A Participant may only enter the Competition once by following the relevant Social Media Page.
- 3.4 Upon following the relevant Social Media Page and subject to Competition Rules 3.5 and 3.6 below, Participants will be automatically entered into a draw to stand a chance to win a Prize (each Prize being defined in Competition Rule 4.1 below).
- 3.5 A winner being selected and a Prize being awarded is subject to the attainment of each milestone (“**Milestone(s)**”) as further explained below (subject to Competition Rules 3.6 and 4.5). The number of followers of the relevant Social Media Page will be taken into account cumulatively to determine which Social Media Account attains each Milestone first in time (“**Winning Account**”):
- 3.5.1 the first 1,000 followers of the Winning Account will be entered into a draw to stand a chance to win a 6-Pack Voucher Prize (“**Milestone 1**”);
- 3.5.2 the first 2,000 followers of the Winning Account will be entered into a draw to stand a chance to win a Castle Double Malt Hamper Prize (“**Milestone 2**”);
- 3.5.3 the first 5,000 followers of the Winning Account will be entered into a draw to stand a chance to win a Restaurant Voucher Prize (“**Milestone 3**”);
- 3.5.4 the first 10,000 followers of the Winning Account will be entered into a draw to stand a chance to win a Shopping Voucher Prize (“**Milestone 4**”);
- 3.5.5 the first 15,000 followers of the Winning Account will be entered into a draw to stand a chance to win either an Audio Streaming Service Voucher Prize, a Video Platform Subscription Service Voucher Prize or a Media Streaming Service Voucher Prize (“**Milestone 5**”);
- 3.5.6 the first 20,000 followers of the Winning Account will be entered into a draw to stand a chance to win a 12 Month Castle Double Malt Voucher Prize (“**Milestone 6**”);
- 3.5.7 the first 25,000 followers of the Winning Account will be entered into a draw to stand a chance to win a R10,000 Cash Sum Prize (“**Milestone 7**”);

- 3.5.8 the first 30,000 followers of the Winning Account will be entered into a draw to stand a chance to win a R20,000 Cash Sum Prize (“**Milestone 8**”); and
- 3.5.9 the first 40,000 followers of the Winning Account will be entered into a draw to stand a chance to win a R30,000 Cash Sum Prize (“**Milestone 9**”).
- 3.6 Should any of the aforementioned Milestones not be attained or reached on or by the end date of the Competition, the Prize/s associated with the relevant Milestone will be forfeited and no person will be entitled to any compensation whatsoever. Participants from the Winning Account will be the first in line to be automatically entered into a random draw to stand a chance to win a Prize associated with the relevant Milestone. Should there be a tie (i.e., more than one Social Media Page attains a Milestone simultaneously), then all the followers of the relevant Social Media Pages will be automatically entered into a random draw to stand a chance to win a Prize associated with that relevant Milestone.
- 3.7 Participants are liable for their own data and voice charges in respect of the Competition participation as well as any verification process, if applicable.

#### **4. DESCRIPTION OF THE PRIZES**

- 4.1 The prizes (each, a “**Prize**” and collectively, the “**Prizes**”) for this Competition is any one of the following:
- 4.1.1 1 of 100 vouchers to redeem for a 6 pack Castle Double Malt 340ml non-returnable bottles at any retailer as chosen and notified by the Promoter, each with an approximate value of R86.00 (totalling R8,600.00) (a “**6-Pack Voucher Prize**”);
- 4.1.2 1 of 20 Castle Double Malt hampers (each hamper includes a Castle Double Malt branded ice bucket and a Castle Double Malt branded glass tumbler), each with an approximate value of R292.00 (totalling R5,840.00) (a “**Castle Double Malt Hamper Prize**”);
- 4.1.3 1 of 10 vouchers to redeem at a restaurant as chosen and notified by the Promoter, each with approximate value of R1,000.00 (totalling R10,000.00) (a “**Restaurant Voucher Prize**”);

- 4.1.4 1 of 5 shopping vouchers to redeem at a retailer as chosen and notified by the Promoter, each with an approximate value of R1,000.00 (totalling R5,000.00) (a **“Shopping Voucher Prize”**);
- 4.1.5 1 of 5 vouchers to redeem for an Audio Streaming Service as chosen and notified by the Promoter, each with an approximate value of R1,000.00 (totalling R5,000.00) (an **“Audio Streaming Service Voucher Prize”**);
- 4.1.6 1 of 5 vouchers to redeem for a Video Platform Subscription Service as chosen and notified by the Promoter, each with an approximate value of R1,000.00 (totalling R5,000.00) (a **“Video Platform Subscription Service Voucher Prize”**);
- 4.1.7 1 of 5 vouchers to redeem for a Media Streaming Service as chosen and notified by the Promoter, each with an approximate value of R1,000.00 (totalling R5,000.00) (a **“Media Streaming Service Voucher Prize”**);
- 4.1.8 1 of 5 vouchers for a once off redemption of 12 x cases of Castle Double Malt 340ml non-returnable bottles, each case with an approximate value R4,032.00 (totalling R20,160.00) (a **“12 Month Castle Double Malt Voucher Prize”**);
- 4.1.9 a cash voucher for a sum of R10,000.00 (the **“R10,000 Cash Voucher Prize”**);
- 4.1.10 a cash voucher for a sum of R20,000.00 (the **“R20,000 Cash Voucher Prize”**); and
- 4.1.11 a cash voucher for a sum of R30,000.00 (the **“R30,000 Cash Voucher Prize”**).
- 4.2 No person may win more than 1 Prize in this Competition.
- 4.3 A winner may not transfer a Prize, in whole or in part, to any other person or exchange a Prize for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.4 The Promoter or its agent will send a 6-Pack Voucher Prize; Restaurant Voucher Prize; Shopping Voucher Prize; Audio Streaming Service Voucher Prize; Video Platform Subscription Service Voucher Prize; Media Streaming Service Voucher Prize; 12 Month Castle Double Malt Voucher Prize; R10,000 Cash Voucher Prize; R20,000 Cash Voucher Prize and a R30,000 Cash Voucher Prize to a winner electronically via community manager on the relevant Social Media

Page they entered this Competition through within 1 business day from the day of notification that a winner has won a Prize. The Promoter or its agent will send a Castle Double Malt Hamper Prize to a winner's nominated address within the Republic of South Africa within 1 week after a winner has provided an address to the Promoter or its agent where they will accept delivery.

- 4.5 The Promoter does not guarantee in-store stock availability of a Prize, which shall at all times be subject to stock availability, it being recorded that the Promoter shall not in any manner whatsoever be liable should the available stock be depleted prior to a winner being able to collect its Prize, and the Promoter shall not be liable to provide a Prize (or Prizes) or a good (or goods) in substitution for a Prize which is not available due to stock being depleted.

## **5. WINNER SELECTION AND NOTIFICATION**

- 5.1 Winners will be selected by a random draw process. There will be multiple random draws to select multiple winners and each random draw will take place within 5 business days of a Milestone being reached and all random draws will consist of all valid entries received before a draw, on the day of a draw as well as after a draw. For clarity, Participants may be entered into the random draw's multiple times in order to attain a Milestone, for each Social Media Page, but can only win once during the Competition Period.

- 5.2 Winners will be notified by the Promoter via community manager on the Social Media Pages within 5 business days after successful completion of each random draw mentioned in Competition Rule 5.1. 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 A winner must be over the age of 18 years old and must comply with the Participant eligibility criteria set out in Competition Rule 1.1 and the requirements in these Competition Rules, which may be verified by or on behalf of the Promoter. A Participant may be asked to provide a copy of his/her legal and valid identity document/passport/driver's license/proof of residential address/proof of purchase, if applicable, in order to be eligible to receive the Prizes. 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 by the Promoter and a Participant will only be regarded as a winner after the verification process set out in these Competition Rules has been completed to the satisfaction of the Promoter. Failing successful verification of a Participant, a substitute winner may be selected at the discretion of the Promoter.

6.3 The Promoter reserves the right to carry out audits in respect of a Participant to verify his/her eligibility and/or the validity of a Participant's entry. The Promoter may disqualify a Participant if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of an entry, having been informed of certain Competition entry requirements by an individual as set out in Competition Rule 1.1 (a)-(d), or otherwise falsifying data. Should the Promoter or its agent determine that an entry or Participant is invalid or ineligible, the relevant Participant shall not be entitled to receive a 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 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) a Prize.

7.3 Time permitting and subject to the Promoter's approval, where a Prize is forfeited a substitute winner may be chosen in the same manner as an original winner was chosen.

## **8. GENERAL**

8.1 Should the process for entry into the Competition or the Prize/s involve any alcoholic beverage, Participants shall ensure that it is enjoyed responsibly.

8.2 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:

8.4.1 the Promoter processing 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 transferring 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 the relevant Participant by the Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.

8.6 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:

8.6.1 correct or delete personal information about the Participant in the Promoter's 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 containing, or otherwise publish, the names and/or photographs of a winner without remuneration being payable to a winner, provided that the Promoter will not do so if a winner communicates in writing to the Promoter that he/she does not want his or her names or photographs to be contained in media announcements or otherwise published.
- 8.8 Should a Prize not be available despite the Promoter's reasonable endeavours to procure a Prize, the Promoter reserves the right to substitute a Prize with another of equal value as determined in the Promoter's sole discretion and subject to availability. No person will be entitled to be compensated in any way in this instance by the Promoter.
- 8.9 The Promoter will not be responsible for any costs, expenses or other liabilities incurred by a winner 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 **Each Participant indemnifies and holds harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and its associated companies, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising out of his/her participation in any way in this Competition or his/her 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 of receipt of such entry. The Promoter shall not be responsible for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted. The Promoter is not responsible for lost, damaged or delayed entries



as a result of any network, computer or cell phone hardware or software failure of any kind. No entry from an agent, third party, organized group or entry automatically generated by computer will be valid or accepted. An entry will only be valid and accepted if it complies with all entry instructions and requirements. Any form of network or systems manipulation, including but not limited to Botnets, Sim Farms, Trojans, SMS malware may not be used when entering the Competition.

8.14 By participating in the Competition, each Participant gives the Promoter consent to: (i) market its products and campaigns to the Participant; (ii) conduct market research using personal information of the Participant which may be shared with third parties to enable the Promoter to develop appropriate marketing strategies in respect of its customers; and (iii) use the personal information and other details provided by the Participant during the Competition entry process for the purposes of facilitation of the Competition. A Participant may decline to provide or retract his/her consent by opting out via the opt out mechanism provided on the communications of the Promoter.

8.15 These Competition Rules are also available on [www.castlelager.co.za](http://www.castlelager.co.za).