
FLYING FISH REFRESHING TASTE ON DRY COMPETITION RULES

4 MARCH 2024 – 28 APRIL 2024

1. INTRODUCTION

- 1.1 This promotional competition (the “**Competition**”) is run by The South African Breweries (Pty) Ltd (the “**Promoter**”) and Shoprite Checkers (Pty) Ltd (the “**Co-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, or the Co-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 or the Co-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 (the “**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

This Competition will run from 4 March 2024 until 28 April 2024, both dates inclusive, or until the Promoter or the Co-Promoter provides a public notice that the Competition has ended, whichever is earlier (the “**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 during the Campaign Period purchase any two six-packs of either Flying Fish Dry Apple 500ml cans or 330ml non-returnable bottles (the “**Qualifying Products**”) in the same transaction:

3.1.1 from any Shoprite LiquorShop or Checkers LiquorShop in South Africa, and swipe their active Xtra Savings card; or

- 3.1.2 via the Checkers Sixty60 app (“**App**”), with the Participant’s Xtra Savings card number linked to the Participant’s App profile.
- 3.2 Entry is only valid through the above medium and in the above manner.
- 3.3 A Participant may enter the Competition as many times as they wish.
- 3.4 No affiliation shall be construed to exist between any third-party brand and the Promoter, Co-Promoter, or its agent.
- 4. DESCRIPTION OF PRIZE**
- 4.1 There will be 105 (one hundred and five) winners in total: The prizes (“**Prizes**”) for this Competition are as follows:
- 4.1.1 30 (thirty) winners will be drawn from Checkers LiquorShop Participants. Each winner will receive a PS 5 Console to the value of R15,000 (fifteen thousand Rand);
- 4.1.2 70 (seventy) winners will be drawn from Shoprite LiquorShop Participants. Each winner will receive an Xbox console to the value of R15,000 (fifteen thousand Rand);
- 4.1.3 5 (five) winners will be drawn from Sixty60 Participants. Each winner will receive a PS 5 Console to the value of R15,000 (fifteen thousand Rand).
- 4.2 No person may win more than one 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 Prizes will be delivered by the Promoter, or its agent to a winner’s address within South Africa. The Promoter, or its agent will contact a winner to arrange delivery.
- 4.5 The Promoter, or its agent, reserves the right to change the Prize in their sole discretion. A winner will have no claim against the Promoter, its associated companies, or the directors, officers, employees, and agents of the Promoter or of its associated companies for any changes to the Prize.
- 4.6 The Prizes only includes the items specifically listed in these Competition Rules, and excludes all other items and expenses.

5. WINNER SELECTION AND NOTIFICATION

5.1 A winner will be selected by the Co-Promoter, or its agent via a random draw process. The draw will take place on 12 May 2024 and will consist of all valid entries received during the Competition Period.

5.2 A winner will be notified by the Promoter, or its agent via a winner's details provided by the Xtra Savings membership as soon as possible after the winners are drawn. If the Promoter, or its agent is unable to contact a winner, he/she will be disqualified and a substitute winner may at the discretion of the Promoter, or its agent 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 above 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 of a Qualifying Product, 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. After a Participant has been informed of certain Competition requirements by the Promoter or an individual, including (without limitation) those set out in Competition Rule 1.1 (a)-(d) above, 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 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.

6.4 A Participant will be ineligible to win, and automatically be excluded from winning, a Prize under this Competition if a Participant previously won a prize in a competition that was:

6.4.1 sponsored by the Promoter to the value of R10,000 or more in the preceding 12 months; or

6.4.2 conducted by the Co-Promoter during the last three months from the start date of this Competition.

7. PRIZE FORFEITURE

7.1 A winner must communicate his/her full details to the Promoter, Co-Promoter or their agents as requested by the Promoter, Co-Promoter or their agents. 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 and the Co-Promoter processing the Participant's personal information, including in the form of names, telephone numbers, identity numbers and/or email addresses, but only insofar as to give effect to this Competition; and
 - 8.4.2 the Promoter and the Co-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 solely for the purpose of giving effect to the Competition as contemplated in Competition Rule 8.4.
- 8.5 With the exception of Competition Rule 8.4 above, the Promoter and the Co-Promoter will not share any personal information with any third party except where such disclosure is necessary to enable the Promoter and/or the Co-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 and/or the Co-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 , and/or submit a request at privacy@shoprite.co.za for the Co-Promoter to:
- 8.6.1 correct or delete personal information about the Participant in the Promoter or the Co-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 or the Co-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 or the Co-Promoter.
- 8.9 Neither the Promoter nor the Co-Promoter will 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, the Co-Promoter, their associated companies, and the directors, officers, employees and agents of the Promoter and the Co-Promoter and their 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 Neither the Promoter nor the Co-Promoter shall 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. Neither the Promoter nor the Co-Promoter shall be responsible for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted. Neither the

Promoter nor the Co-Promoter are 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 and the Co-Promoter consent to: (i) conduct market research using de-identified 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 (ii) 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 and the Co-Promoter.
- 8.15 These Competition Rules are also available on <https://www.flyingfishafrica.com/en>