7 NOVEMBER 2022 - 31 DECEMBER 2022

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 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 all entrants ("Participants") constitutes acceptance of these Competition Rules.

2. Competition Period

This Competition will run from 7 November 2022 until 31 December 2022, 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. In order to enter the Competition, a Participant must do all of the following:

- 3.1.1. purchase 2 x Black Crown 440ml cans (the "Qualifying Product"), to be enjoyed responsibly, at any participating Tops outlet as specified in Annex A (the "Tops Outlets");
- 3.1.2. scan the QR code which will be available at the point of sale instore at the relevant Tops Outlet;
- 3.1.3. provide the details on the microsite to which a Participant will be redirected to (available at https://blackcrown.foneworx.co.za/) (the "Promoters Site") upon scanning the QR code. The details will include the Participant's: (i) date of birth, (ii) name and surname, (iii) cell number, (iv) email address, (v) opt in to receive future communications; (vi) confirmation of acceptance of the terms and conditions, (vii) answer to the question: when last did you drink Black Crown?, (viii) till slip confirming the purchase of the Qualifying Products (for which a clear photo will suffice), and



(ix) confirmation that they have a valid passport which is valid for more than 6 months from the date of notification that they have won the Prize.

- 3.2. Entry is only valid through this medium and manner.
- 3.3. Participants may enter the Competition as many times as they wish.
- 3.4. 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 Prize

- 4.1. The prize for this Competition is a travel voucher to Zanzibar for the winner and a partner (each, an "Attendee" and collectively the "Attendees") valued at approximately R50,000.00 (the "Prize"). The details of what the Prize includes is subject to the Promoter's sole discretion and may change at any time during the Competition Period, with or without notification to an Attendee. The Prize currently consists of the Attendees reasonable transportation costs to and from the relevant airport(s); return international tickets for each Attendee to Zanzibar; accommodation; and activities to be confirmed by the Promoter.
- 4.2. The Prize can be redeemed between the period 1 January 2023 31 December 2023. The Promoter or its nominated agent will contact the winner and advise on the best suggested times of the year to travel to Zanzibar as well as on any other relevant information that the Promoter or its nominated agent deems fit in its sole discretion.
- 4.3. For the avoidance of doubt, all Attendees shall be deemed to be Participants under these Competition Rules and, accordingly, all provisions of these Competition Rules which apply to Participants shall also apply to the Attendees. Each Attendee will be required to sign and submit an indemnity form to the Promoter, to be provided by the Promoter.
- 4.4. The Promoter will pay for the cost of international travel, subject to the value of the Prize, provided that the Attendees shall be responsible for obtaining all travel documents (such as passports or visas). The Attendees must on request provide the Promoter with a copy of their identity and/or travel documents in order for the Promoter to arrange the relevant flights. If an Attendee is sent home for bad behaviour as determined in the Promoter's discretion, then the Promoter is entitled to recover the costs of travel from an Attendee.
- 4.5. The Promoter will not be liable for any costs and expenses not expressly stated as part of the Prize.
- 4.6. No person may win more than 1 Prize in this Competition.



- 4.7. The winner may not transfer the Prize, in whole or in part, to any other person or exchange the Prize for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.8. The Promoter or its nominated agent will contact the winner via the contact details provided by the winner during the Competition entry process to make arrangements for the winner to receive his/her Prize.

5. Winner Selection and Notification

- 5.1. The winner will be selected by a random draw process. The draw will take place on or about 4 January 2023 and will consist of all valid entries received during the Competition Period.
- 5.2. The winner will be notified by the Promoter via email and phone call on or about 5 January 2023. If the Promoter is unable to contact the 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 winner must be over the age of 18 (eighteen) 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. The Participant may be asked to provide a copy of his/her identity document/passport/driver's license/proof of residential address/proof of purchase, if applicable, in order to be eligible to receive the 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. The Prize being awarded to the Attendees is subject to the Attendees being in possession of their own valid passports which must be valid for more than 6 months from the date of notification that they have won the Prize.
- 6.3. The Prize will only be awarded by the Promoter and the Participant will only be regarded as the winner after the verification process set out in these Competition Rules has been completed to the satisfaction of the Promoter. Failing successful verification of the Participant, a substitute winner may be selected at the discretion of the Promoter.
- 6.4. The Promoter reserves the right to carry out audits in respect of the Participant to verify his/her eligibility and/or the validity of the Participant's entry. The Promoter may disqualify the 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 the Prize and will not be compensated in any way.

7. Prize Forfeiture

- 7.1. The 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 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 that winner to attend, receive or utilise (as applicable) the Prize.
- 7.3. Time permitting and subject to the Promoter's approval, where the Prize is forfeited a substitute winner may be chosen in the same manner as the 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 the 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 Promotor 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 Promotor 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 the 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 the 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 <u>https://www.sab.co.za/content/data-subject-request-0</u> 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 the winner without remuneration being payable to the winner, provided that the Promoter will not do so if the 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 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 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 the winner 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 cancelations 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 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 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.blackcrowngnt.com.



Annex A: Participating Tops Outlets

| USHAKA TOPS | TOPS AT WHITE RIVER 63027 | TOPS AT SPARGS |
|-------------------------|---------------------------|------------------------|
| NICKS KWT TOPS 2 | TOPS AT AVONWOOD | QUEENSTOWN |
| TOPS AT MIDDLEBURG MALL | SPARGS SELLA ENGCOBO | TOPS UGIE |
| TOPS AT SPAR STRETFORD | WESTEND LIQUOR STORE | GUGULETHU TOPS |
| TOPS AT SOSHANGUVE | TOPS AT RIVER CITY | GLENWOOD SUPER SPAR |
| CROSSING | TEMBISA TOPS | TOPS AT SPRINGBOK |
| TOPS AT WEST PARK | | TOPS AT THE ANGELO |
| TOPS AT LEBOWAGKOMO | JUBILEE TOPS | TOPS AT TSAKANE |
| BAILIEPARK TOPS AT SPAR | TOPS AT SPAR HIGHPOINT | TOPS AT NICK S FOODS |
| | TOPS AT BRONKHORSTSPRUIT | |
| TOPS AT MDANTSANE | TOPS AT OBZ | TOPS AT KENILWORTH |
| TOPS ESTCOURT | TOPS MODEL KWIKSPAR | TOPS ULUNDI |
| KALAHARI TOPS | QUEENSWOOD TOPS | ROBERTSON SUPERSPAR |
| KIBLER PARK TOPS LIQUOR | PORTERVILLE SPAR AND TOPS | TOPS ADDERLEY |
| STORE | TOPS AT CITY CENTRE | TOPS AT QUEENSTOWN |
| TOPS AT KOPANONG | | TOPS AT KARENPARK |
| TOPS AT KALAHARI MALL | EASTLYNN TOPS | KATHU SUPERSPAR |
| TOPS HAMMERSDALE | TOPS AT MARULA | TOPS AT KWANTU |
| TOPS AT CALA | TOPS @ ELIM | |
| LYNDHURST TOPS | TOPS AT CITRUSDAL | FORO TOPS LIQUOR STORE |
| BOTHAVILLE TOPS | TOPS SPARGS IDUTYWA | TOPS AT PLATINUM PLACE |
| | TOPS SPARGS MTHATHA | PARKRAND TOPS LIQUOR |
| TOPS@SPAR (REITZ) | | STORE |



| TOPS AT SUNWARD PARK | TOPS AT ARCARDIA | TOPS AT MOOREESBURG |
|--|---------------------------|-----------------------|
| CIRCLE TOPS | TOPS AT BETHAL SUPER SPAR | GOLDEN GATE TOPS |
| ТНАВА ТОРЅ | TOPS AT FLORIDA | TOPS AT TZANEEN |
| TOPS VORNA VALLEY | TOPS AT WELLINGTON | DANIELSKUIL TOPS |
| TOPS STARWOOD | TOPS HLUHLUWE | Q SQUARE TOPS |
| MEYERSDAL TOPS | MALULEKE LIQUOR STORE | TOPS LAKESIDE |
| TOPS AT MAKHADO-NZELELE | PROTEA TOPS | TOPS AT BENONI |
| TOPS AT PHUTHADITJHABA | MOOIKLOOF TOPS | TOPS AT THAVHANI MALL |
| TOPS AT BLUEWATER BAY | TOPS AT BEL AIR MALL | TOPS AT DE DOORNS |
| RIVERSIDE SPAR TOPS | CELTISRIDGE TOPS | MIDWATER TOPS |
| TOPS AT ZEVENWACHT | TOPS AT BIRCHGATE | TOPS AT PHOLA PARK |
| TOPS AT LAMBTON | HARTSWATER TOPS | TOPS AT CROSSWAYS |
| TOPS AT GATEWAY HERMANUS | TOPS AT CERES | TOPS AT NAAS |
| SAFI BOTTLE STORE TOPS AT | TOPS AT GORDON ROAD | GROBLERSDAL MALL TOPS |
| SAFI | TOPS AT RADIOKOP | TOPS AT LADYSMITH |
| ISTORES MESSINA (PTY) LTD t/a Cross | TOPS AT THE REEDS | SUPERSPAR |
| TOPS AT MORATIWA 63055 | TOPS AT MOLOTO | TOPS AT LIMPOPO |
| | TOPS UNDERBERG | ESHOWE TOPS |
| TOPS AT PALEDI | TOPS LADISMITH | TOPS AT CARLSWALD |
| TOPS AT CULLIAN | TOPS AT SPAR BOTTLE STORE | TOPS AT SPAR |
| TOPS AT KRIEL GEORGES LIQUOR STORE | 2ND AVENUE LIQUORS STORE | TOPS AT BLOED STREET |
| | | TOPS AT AMALINDA |



| TOPS AT CLANWILLIAM | THERESE DRANKWINKEL | SABLE HILLS TOPS |
|--|--|---|
| ERICA TOPS | ALJO S LIQUOR STORE | TOPS STANGER |
| TOPS AT MALL AT 55 | GEOLAINE TOPS | GATEWAY SUPERSTAR |
| SONPARK TOPS | TOPS AT BOLAND SPAR | ΤΟΡΣ ΜΟΟΙΝΟΟΙ |
| COMBIPACK INVESTMENTS | TOPS AT SPAR SHOSHA | TOPS LIFESTYLE BALLITO |
| (PTY) LTD | TOPS AT THE ISLANDS | TOPS WINKELSPRUIT |
| TOPS BOTSHABELO | TOPS AT MALALANE (63004) | PROTEA LIQUOR STORE |
| TOPS AT SEA POINT | TOPS AT SPAR MIDDELBURG | TOPS ST GEORGE S |
| TOPS KINGS RAOD | SELGRO TOPS | TOPS AT SEADOONE |
| TOPS WEMBLEY | IN EXCESS TRADING 134 TA | EERSTE RIVER TOPS |
| MEGA TOPS | INDLOVU S | MERRIVALE KWIKSPAR |
| TOPS KAKAMAS | TOPS HAASENDAL | TOPS CLAYVILLE |
| SUPERSPAR POSTMASBURG | TOPS AT SAVEWAYS | TOPS PONGOLA |
| CHATSWORTH TOPS | SUPERSPAR | |
| | | TOPS AT MORNINGFIELD |
| TOPS AT HEIDELBERG | NORTHDALE LIQUOR | TOPS AT MORNINGFIELD ORCHARDS SPAR AND TOPS |
| TOPS AT HEIDELBERG MANDY S DRANKWINKEL | NORTHDALE LIQUOR TOPS AT NABOOM SPAR | |
| | | ORCHARDS SPAR AND TOPS |
| MANDY S DRANKWINKEL | TOPS AT NABOOM SPAR | ORCHARDS SPAR AND TOPS |
| MANDY S DRANKWINKEL TOPS AT LIGHTHOUSE | TOPS AT NABOOM SPAR TOPS MINI MARKET | ORCHARDS SPAR AND TOPS TOPS POWER EMPANGENI TOPS AT ROODEPLAAT |
| MANDY S DRANKWINKEL TOPS AT LIGHTHOUSE MEDITAS TOPS | TOPS AT NABOOM SPAR TOPS MINI MARKET TOPS KNOWLES | ORCHARDS SPAR AND TOPS TOPS POWER EMPANGENI TOPS AT ROODEPLAAT JEAN AVENUE TOPS |
| MANDY S DRANKWINKEL TOPS AT LIGHTHOUSE MEDITAS TOPS TOPS AT KUILSRIVIER | TOPS AT NABOOM SPAR TOPS MINI MARKET TOPS KNOWLES VECTO TRADE 219 PTY LTD | ORCHARDS SPAR AND TOPS TOPS POWER EMPANGENI TOPS AT ROODEPLAAT JEAN AVENUE TOPS MANDELA PARK TOPS |



| TOPS KOSI BAY | THE SQUARE TOPS |
|---------------------------------------|--------------------------|
| TOPS AT SPAR (CHRISHANI) | CAROLINA TOPS |
| TOPS AT DAMDORYN | BRANDFORT TOPS |
| TOPS AT SOSHANGUVE | RENBRO TOPS AT SPAR |
| BARCLAY SQUARE TOPS | TOPS CARLETON |
| COFVIMVABA TOPS | TOPS NEWCASTLE CORNER |
| SILVER TOPS | WITFIELD TOPS |
| EADIE STREET TOPS | TOPS AT SPAR BLACKHEATH |
| COLUMBA LIQUOR STORE | MOFAGOS BOTTLE STORE |
| ROJAMEFER INVESTMENTS | TOPS AT CRYSTAL GATE |
| SPAR SUPERMARKET NEWTON | TOPS AT MELVILLE |
| PLAZA TOPS 63032 | TOPS PALM COURT |
| TOPS MBAZWANE | TOPS AT FLORIDA JUNCTION |
| GABYS TOPS | TOPS AT SPAR GLEN ACRES |
| TOPS BELABELA TA WARMBAD DRANKWINK | |
| TOPS AT SEDIBA | |
| CENTURION TOPS | |
| TOPS AT ROSSLYN | |
| TOPS AT FAR NORTH LTT | |
| SELCOURT TOPS | |
| TOWN SQUARE TOPS | |