

CARLING PREDICTOR 2022 COMPETITION RULES

8 NOVEMBER 2022 - 18 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 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 (“**Participant**”) constitutes acceptance of these Competition Rules by that Participant.

2. Competition Period

This Competition will run from 8 November 2022 until 18 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. To enter the Competition, each Participant must:
 - 3.1.1. sign up to the Carling Score Predictor (available at <https://www.carlingpredictor.com>) (the “**Website**”) or dial the USSD code *120*660#;
 - 3.1.2. provide the following Participant information: (i) name and surname; (ii) date of birth; (iii) gender; (iv) province; (v) city; and (vi) the Participant’s preferred time for consuming Carling Black Label; and
 - 3.1.3. log a prediction (a “**Prediction**”) for a FIFA World Cup 2022 match (a “**Match**”) by entering the number of goals expected to be scored by both teams for the full duration of the Match which may include any extra time played for the respective Match, (the “**Round League**”).

- 3.2. In addition to the Round League, a Participant may join the influencer league (the “**Influencer League**”). To join the Influencer League, each Participant must:
 - 3.2.1. obtain the Influencer League code (the “**Code**”) which will be shared on Twitter, Instagram and Facebook by influencers selected by the Promoter, as listed in Annexure 1; and
 - 3.2.2. elect to enter the Influencer League by following the Influencer League option on the Website and entering the Code.
- 3.3. The Participant’s scorecard and existing Predictions made under Competition Rule 3.1.3 will appear under the Round League and the Influencer League, as applicable.
- 3.4. A Participant may only log one Prediction per Match.
- 3.5. The ability to make a Prediction for each Match will close 60 minutes before kick-off of that respective Match.
- 3.6. Participants will be awarded points for Predictions for each Match that will be played during the Competition Period, depending on the outcome of their Prediction as follows:
 - 3.6.1. 0 point for predicting the incorrect result;
 - 3.6.2. 25 points for predicting the correct winning team;
 - 3.6.3. 25 points for predicting that the correct Match result would be a draw; or
 - 3.6.4. 50 points for predicting the correct score for either team.
- 3.7. Points for each Match will be awarded cumulatively and apply in each league the Participant has entered. For example, if a Participant entered in the Round League and the Influencer League correctly predicts the correct score for both teams, the Participant will receive a total of 125 points consisting of 50 points each for predicting the correct score for both teams and an additional 25 points for predicting the correct winning team or that the Match would result in a draw with the points applicable to both leagues.
- 3.8. The points awarded in accordance with the above, will be calculated after each “round” of the FIFA World Cup 2022 as identified on the Website (a “**Round**”), and as below, and comprised of the listed Matches for that round. The dates for each Round are as follows:

	Start Date	End date
Round 1	Sunday, 20 November 2022	Sunday, 27 November 2022
Round 2	Monday, 28 November 2022	Friday, 2 December 2022
Round 3	Saturday, 3 December 2022	Tuesday, 6 December 2022
Round 4	Friday, 9 December 2022	Wednesday, 14 December 2022
Round 5	Saturday, 17 December 2022	Sunday, 18 December 2022

- 3.9. There will be a total of five Rounds taking place during the Competition Period.
- 3.10. Ranked Prizes, as defined below, will be awarded to the Participants with the highest scores in the Round League, calculated in accordance with Competition Rule 3.6, in each Round taking into account the point allocations for that Round, in accordance with Competition Rule 4.1.
- 3.11. Entry is only valid through this medium and manner.
- 3.12. 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 prizes for this Competition are as follows:

Round League

- 4.1.1. for the Participant with the highest score in the Round League after each Round:
 - 4.1.1.1. a R10,000.00 cash prize; and
 - 4.1.1.2. a merchandise kit consisting of a FIFA-branded cap, FIFA-branded bucket hat, FIFA-branded sling bag and FIFA-branded soccer ball (a “**Merchandise Kit**”) with a value of approximately R500.00;
- 4.1.2. for the Participant with the second highest score in the Round League after each Round:
 - 4.1.2.1. a R5,000.00 cash prize; and
 - 4.1.2.2. a Merchandise Kit with a value of approximately R500.00;
- 4.1.3. for the Participant with the third highest score in the Round League after each Round:
 - 4.1.3.1. a R1,000.00 cash prize;
- 4.1.4. for the Participants with the top ten highest scores in the Round League after each Round:
 - 4.1.4.1. a set of twelve vouchers each for a case of Carling Black Label beer (24 x 500 ml cans per case) with one voucher to be sent to each winner per month over a period of twelve months (the “**Beer For a Year Prize**”), valued at approximately R3,750.00. A Participant is only eligible to win a Beer For a Year Prize once. In the event the same Participant is eligible to another the Beer For a Year Prize, such additional Beer For a Year Prize(s) that the Participant would have been eligible for, will be forfeited;

Influencer League

- 4.1.5. a R50,000.00 cash prize for the top scoring Participant at the end of the Competition Period who has entered the Influencer League;
- (together the Prizes in Competition Rules 4.1.1 to 4.1.4.1 will constitute the “**Ranked Prizes**”),

Random Draw Prizes

- 4.1.6. R10.00 prepaid airtime vouchers for the first 50,000 Participants to complete the steps in Competition Rules 3.1.1 and 3.1.2 (the “**Instant Prizes**”);
- 4.1.7. R10.00 prepaid airtime vouchers for 12,500 Participants who have successfully entered the Competition in terms of Competition Rule 3.1, to be awarded in accordance with the random selections in Competition Rule 5.4 (the “**Random Selection Airtime Prizes**”); and
- 4.1.8. a R25,000.00 cash prize awarded on each day a Match is being played (“**Match Day**”) in accordance with the random draws in Competition Rule 5.6 (the “**Random Draw Cash Prizes**”); (together Random Selection Airtime Prizes and Random Draw Cash Prizes will constitute the “**Random Draw Prizes**”), (together, the Ranked Prizes, Instant Prizes and Random Draw Prizes constitute the “**Prizes**”).
- 4.2. There are a total of sixty two thousand five hundred and ninety nine Prizes available to be won during Competition Period.
- 4.3. Subject to Competition Rule 4.4, 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. A winner of an airtime voucher Prize will receive the value of the Prize loaded onto their MTN, Cell C or Vodacom prepaid account. In the event the winner of an airtime voucher Prize does not have a prepaid account or a has a prepaid account with a service provider not listed above, the winner may elect to transfer the airtime voucher Prize to another prepaid user.
- 4.5. Each Beer For a Year Prize voucher is only valid for once-off use and may only be redeemed at a Shoprite or Checkers Liquor stores nationwide (a “**Participating Outlet**”).
- 4.6. A Beer For a Year Prize voucher must be redeemed within three months of the date the Beer For a Year Prize voucher was awarded, otherwise the Beer For a Year Prize voucher is forfeited, and no party will have any claim against the Promoter, its respective associated companies (directors, officers and employees) and agents, of any nature whatsoever related to such forfeiture.
- 4.7. The Promoter does not guarantee in-store stock availability of the Beer For a Year Prize, which shall at all times be subject to in-store stock availability at the relevant Participating Outlet, it being recorded that the Promoter shall not in any manner whatsoever be liable should the available stock be depleted prior to a Participant being able to collect his/her Beer For a Year Prize, and the Promoter shall not be

liable to provide a Beer For a Year Prize or a good in substitution for the Beer For a Year Prize which is not available due to stock being depleted.

4.8. The cash Prizes, airtime Prizes and Beer For a Year Prizes will be sent to the winners electronically.

4.9. The Promoter will contact the winner to arrange delivery of the Merchandise Kit Prizes.

5. Winner Selection and Notification

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.

Ranked Prizes:

5.2. The Ranked Prizes will be awarded to the top scoring Participants after each Round. The winners for Round 1, Round 2, Round 3, Round 4 and Round 5 will be selected on or before 28 November 2022, 3 December 2022, 7 December 2022, 15 December 2022 and 19 December 2022, respectively. The winners of each Round will be notified that they have won on or before 1 December 2022, 6 December 2022, 10 December 2022, 18 December 2022 or 22 December 2022, for each Round respectively.

Instant Prizes:

5.3. Instant Prizes will be awarded on a first come first served basis. Winners of the Instant Prizes will be notified if they have won within 48 hours of the Participant completing steps in Competition Rules 3.1.1 and 3.1.2.

Random Selection Airtime Prizes:

5.4. Winners of the Random Selection Airtime Prizes will be selected at random. The selections will take place throughout the Competition Period. The Promoter retains the discretion to determine the frequency and timing of the random selections.

5.5. Winners of the Random Selection Airtime Prizes will be notified by the Promoter via SMS or phone call within 48 hours after the respective random selection.

Random Draw Cash Prizes:

5.6. Winners of the Random Draw Cash Prizes will be selected by a random draw process. The draw will take place within three days following each Match Day of the Competition and will consist of all valid entries received for Predictions made for Matches played on that respective Match Day.

5.7. Winners of the Random Draw Cash Prizes will be notified by the Promoter via SMS or phone call within seven days after the respective Match Day.

- 5.8. In the event of a tie, i.e. multiple Participants having the same respective score, between any of the Participants eligible to win a Ranked Prize, such Participants will be entered into a random draw process and the winner of the relevant Ranked Prize will be selected accordingly.

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 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 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.
- 6.3. 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. To the extent that any intellectual property right/s arise as a result of or through the creation and/or submission by a Participant of content, including without limitation any pictures, videos, Predictions or related content, drawings or other creative works, to enter this Competition, such intellectual property right/s will vest in the Promoter and the Participant hereby waives any associated right/s. To the extent such rights have vested in a Participant, the Participant hereby cedes, assigns and transfers (by way of present and future cession, assignment and transfer) to Promoter such rights and undertakes to do such things, takes such steps and sign such documents as are necessary to give effect to such cession, assignment and transfer. Each Participant indemnifies and holds harmless the Promoter from and against any and all claims, actions, legal proceedings, losses, damages and expenses (including attorney's fees and expenses) arising as a result of or in connection with any actual or alleged infringement of any intellectual property rights of a third party arising from entry in the Competition and/or the Promoter's use of any content, including without limitation any pictures, videos, drawings or other creative works, created pursuant to the Participant's entry in the 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 participating in the Competition, acknowledges, agrees and expressly consents to:
 - 8.5.1. 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
 - 8.5.2. 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 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.
- 8.6. With the exception of Competition Rule 8.5 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.
- 8.7. A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
- 8.7.1. 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
- 8.7.2. destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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 a Prize.
- 8.11. 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.
- 8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. These Competition Rules are also available on carlingpredictor.com.

Annexure 1: Participating Influencers

	Influencer Handle
1.	@brownbombo
2.	@thomaslambo
3.	@YoungstaCpt
4.	@mshishi_18