

SAFELY HOME CAMPAIGN RULES

Get Home Safely This Festive Season

15th DECEMBER 2020 – 31st DECEMBER 2020

1. Introduction

- 1.1. The Safely Home Campaign is a flagship initiative towards reducing harmful consumption of alcohol in South Africa (the “**Campaign**”). This Campaign is run by The South African Breweries (Pty) Limited (“**Promoter**”) in collaboration with Uber B.V. (“**Uber**”) and is open to all persons of 18 years or older and resident in South Africa.
- 1.2. The rules set out in this document constitute the rules which will govern the Campaign (“**Campaign Rules**”).
- 1.3. Participation in the Campaign by all entrants (“**Participants**”) constitutes acceptance of these Campaign Rules.

2. Campaign Period

This Campaign will run from 15th December 2020 until 31st December 2020, both dates inclusive, or until the Promoter provides a public notice that the Campaign has ended, whichever is earlier (“**Campaign Period**”). The Promoter shall also be entitled to extend the Campaign Period in its sole discretion. Participants will only be eligible to participate in the Campaign during the Campaign Period.

3. Campaign Participation Process

- 3.1. This Campaign will take place on the official social media pages of the Promoter, including Facebook and Twitter, as determined by the Promoter from time to time. Internet access, a valid social media Twitter and Facebook account as well as access to the official Uber mobile application is required to enter the Campaign.
- 3.2. The Campaign participation process will be as follows:
 - 3.2.1. **Step 1:** Designated representatives at participating SAB outlets, as may be specified on the official social media pages and/or website of the Promoter from time to time (“**Participating Outlets**”), will communicate the Campaign message to Participants who are consuming alcohol at the premises of the Participating Outlets during earmarked peak times over the Campaign Period, provided that such alcohol consumption is taking place during times and dates permitted in terms of the Regulations.
 - 3.2.2. **Step 2:** The Participants will have the option to visit the official Twitter page (available at <https://twitter.com/SABreweries>) or the official Facebook page (available at

<https://www.facebook.com/SouthAfricanBreweries>) of the Promoter and follow the Safely Home message tweet or post pinned at the top of the page.

- 3.2.3. **Step 3:** The Participants will be redirected to a microsite and need to follow the prompts and answer verification questions in order to validate eligibility to participate in the Campaign.
 - 3.2.4. **Step 4:** Once validated, a SMS or email (at the option of the Participant) will immediately be sent to the Participant with an Uber voucher to the value of R70.00 (seventy rand) (the “**Voucher**”).
 - 3.2.5. **Step 5:** In order to redeem the Voucher, the Participants will need to enter the Voucher code on the official Uber mobile application and credit will be allocated to the Uber account of the Participant.
 - 3.2.6. **Step 6:** Uber will collect the Participant at the pick-up point of the Participant’s choice and safely transport the Participant to its selected drop off point.
- 3.3. Participation in the Campaign is only valid through this medium
 - 3.4. A Participant can only participate in the Campaign once and no more than one Voucher shall be allocated to the Uber account of a Participant during the Campaign Period.
 - 3.5. Participants will be liable for their own data and voice charges in respect of the Campaign participation as well as any verification process, if applicable.

4. Campaign Conditions

Participation in the Campaign shall at all times be subject to the following conditions:

- 4.1. Vouchers will only be valid for a period of 12 (hours) hours after receipt of a Voucher by a Participant, irrespective of when a Participant elects to redeem the Voucher on the Uber mobile application. A Participant shall not be entitled to any refund or compensation should the Voucher expire before the Participant’s use thereof.
- 4.2. A Voucher can only be redeemed once.
- 4.3. Participants shall be liable for any and all Uber transport charges that exceed the value of the Voucher.
- 4.4. If the full value of the Voucher is not consumed, the remainder of the credit will remain available for the use of a subsequent trip subject to Campaign Rule 4.1 above. After the expiry of the above 12 (hour) period, all credit, if any, will be removed from the Uber account of a Participant.
- 4.5. This Campaign will only be active in areas where Uber is operating and shall include Gauteng, Kwa-Zulu Natal and such other areas as may be identified and communicated by the Promoter from time to time.

- 4.6. Participation in the Campaign is voluntary.
- 4.7. The redemption of a Voucher and the use of Uber shall be at the sole risk of the Participant and the Promoter makes no guarantees or warranties or takes on any liability whatsoever with regard to the use of Uber by the Participant.
- 4.8. The Promoter does not guarantee the availability of the Vouchers which shall be subject to lasting stock. The Promoter shall not be liable in any manner whatsoever should the Vouchers available for distribution during the Campaign be depleted prior to the end of the Campaign Period.
- 4.9. Entry into the Campaign as well as the availability of the Vouchers shall be subject to any regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002, as amended from time to time ("**Regulations**").

5. Description of the Vouchers

- 5.1. The value of a single Voucher shall be R70.00 (seventy rand) and there will be approximately 14,000 Vouchers available for distribution during the Campaign Period.
- 5.2. No Voucher, in whole or in part, can be transferred to any other person or exchanged for its cash value. A Participant may not substitute him/herself with any other person.

6. Verification of Participants

- 6.1. All Participants must be over the age of 18 (eighteen) years old and will be verified as complying with the Participant eligibility criteria set out in Campaign Rules 1.1 and 3.2.1.
- 6.2. The Promoter reserves the right to ask a Participant to provide a copy of his/her identity document/passport/driver's license/proof of residential address during the course of the Campaign Period.
- 6.3. The Voucher will only be awarded after successful verification of the Participants. The failure to successfully verify a Participant will lead to forfeiture of a Voucher.
- 6.4. The Promoter reserves the right to carry out audits in respect of any Participants to verify their eligibility and/or the validity of the Participants participation in the Campaign. The Promoter may disqualify any Participants if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of Voucher requests or otherwise falsifying data.

7. Voucher Forfeiture

- 7.1. Participants must communicate their full details to the Promoter as requested by the Promoter. Failure to do so may result in forfeiture of a Voucher.
- 7.2. If a Participant is unable to attend, receive or utilise (as applicable) a Voucher within the time period stipulated in Campaign Rule 4.1, then the entire Voucher 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 Participant to attend, receive or utilise (as applicable) the Voucher.

8. General

- 8.1. All Participants must comply with the Regulations at all times. 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. All Participants indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, against any losses or damages arising from a breach of the provisions of the Regulations by such Participants 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 must be adhered to. Failing adherence to any timeline, at any stage, may result in forfeiture and/or expiry of the Voucher in its entirety with no compensation to any party by the Promoter.
- 8.4. Each Participant, by participating in the Campaign, 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 Campaign; and
 - 8.4.2. the Promoter may transfer the Participant's personal information, including names, telephone numbers, identity numbers and/or email addresses, to Uber and/or its affiliates during the course and scope of the Campaign,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 Campaign.
- 8.5. With the exception of Campaign 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 Campaign Rules and/or the Voucher, where such disclosure is permitted by law and/or where consent to the Promoter sharing personal information is obtained from the Participants. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 8.6. The Promoter reserves the right to make media announcements or publish the names and/or photographs of the Participants without remuneration being made payable to the Participants,

- provided that any such person may expressly elect to decline this by written communication to the Promoter.
- 8.7. Should the Vouchers not be available despite the Promoter's reasonable endeavours to procure the Vouchers, the Promoter reserves the right to substitute the Vouchers with something of an 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.
- 8.8. The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the Participants which are not expressly contemplated as part of the Vouchers.
- 8.9. These Campaign Rules may be amended by the Promoter on public notice at any time during the Campaign Period or thereafter. These Campaign Rules will be interpreted by the Promoter only.
- 8.10. The Promoter reserves the right to alter, amend or cancel this Campaign 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.
- 8.11. **All Participants indemnify and hold harmless the Promoter, their respective associated companies (directors, officers and employees) and agents, 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 Campaign or their receipt, participation or use of the Vouchers. This indemnity is not intended to exclude any liability for any person which cannot be excluded under the Consumer Protection Act 68 of 2008.**
- 8.12. The Promoter shall not be liable for any defect, failure or error, whether latent or otherwise, in the Vouchers or the official Uber mobile application.
- 8.13. The Promoter shall not be responsible for any lost, damaged, corrupted, delayed, incorrect or incomplete Campaign entries for any reason whatsoever. The Promoters shall not be responsible for the failure of any technical element relating to this Campaign that may result in a Voucher request 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. Voucher requests will only be accepted if they comply with all instructions as set out in these Campaign Rules. 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 Campaign.

- 8.14. By participating in the Campaign each Participant gives the Promoter consent to market its products and campaigns to the 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. These Campaign Rules are also available on the official social media pages of the Promoter, including the Facebook and Twitter pages of the Promoter which can be found at <https://www.facebook.com/SouthAfricanBreweries> and <https://twitter.com/SABreweries>.