

## CURRIE CUP ROA VIP EXPERIENCE WORKPLACE COMPETITION RULES

16 OCTOBER 2021 - 29 OCTOBER 2021

### 1. Introduction

- 1.1. This promotional competition (“**Competition**”) is run by Maluti Mountain Brewery (Proprietary) Limited (“**Promoter**”) and is open to all permanent employees of the Promoter, who are 18 years or older, resident in Lesotho, in possession of a valid passport and fully vaccinated against COVID-19.
- 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 16 October 2021 until 29 October 2021, both dates inclusive, or until the Promoter provides a 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 Workplace and Participants require a valid and active Workplace account in order to enter. To enter the Competition and subject to Competition Rule 8.14, a Participant must: (i) post a picture of themselves wearing their best supporter gear for any rugby team in the comments section of the relevant Competition post on Workplace; and (ii) include the hashtag #CarlingChampionsMatch in their comment.
- 3.2. The Promoter shall only consider content posted by Participants of 18 years or older which comply with these Competition Rules to be valid entries into the Competition. Any content posted by a minor or of a minor at the time of posting will automatically invalidate the entry.
- 3.3. Entry is only valid through this medium.
- 3.4. A Participant can enter the Competition as many times as they wish.
- 3.5. Participants are liable for their own data and voice charges in respect of the Competition participation as well as any verification process, if applicable.
- 3.6. Entry into the Competition as well as the availability of the Prize shall be subject to any regulations issued in terms of the Public Health Act, 1970 (read with the Disaster Management Act, 1997) of Lesotho as well as section 27(2) of the Disaster Management Act, 2002 of South Africa (“**Regulations**”).

#### **4. Description of Prize**

- 4.1. The prize for this Competition is 1 VIP Currie Cup experience (for a single winner) to be redeemed within the Republic of South Africa which will include: (i) return flights of the Promoter's choice from Maseru to Johannesburg and back; (ii) accommodation of the Promoter's choice; (iii) airport transfers; (iv) a brewery tour; (v) selected Carling Black Label merchandise; and (vi) a VIP rugby experience at Loftus Rugby Stadium on 6 November 2021, (the "Prize").
- 4.2. The Promoter will pay for the winner to travel to the VIP Currie Cup experience in the Republic of South Africa provided that the winner will be responsible for his/her own cost and expense to get to the relevant departure point in Lesotho, which will be in Maseru unless notified otherwise by the Promoter. The winner must upon request provide the Promoter with a copy of his/her valid passport in order for the Promoter to arrange the relevant transport arrangements for the winner as well as confirmation that the winner is fully vaccinated against COVID-19 (in the form of a digital or printed government issued vaccination card). The winner will be required to obtain a COVID-19 test with a negative test result at their own cost and expense, within a 48-hour period prior to such winner travelling to the Republic of South Africa and provide the test result to the Promoter. The Promoter reserves the right to disqualify any winner that is unable to comply with these requirements.
- 4.3. No Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.
- 4.4. The winner will be contacted on Workplace by the Promoter or its nominated agent before 6 November 2021 in order to make travel and other arrangements.

#### **5. Winner Selection and Notification**

- 5.1. The winners will be selected via a random draw process. The random draw will take place on or about 22 October 2021, and will consist of all valid entries received at the time of the random draw during the Competition Period.
- 5.2. The winner will be notified by the Promoter via Workplace on or about the aforementioned date in Competition Rule 5.1 above. 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. Winners must be over the age of 18 (eighteen) years old and will be verified as complying with the Participant eligibility criteria set out in Competition Rule 1.1. Winners may be asked to provide a copy of their passport / driver's license / proof of residential address / proof of negative COVID-19 test results / proof of being fully vaccinated against COVID-19 (in the form of a digital or printed

government issued vaccination card), in order 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 will only be awarded after successful verification of the winners. Failing successful verification of any winner, 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 any winners to verify their eligibility and/or the validity of the winners' entries. The Promoter may disqualify any winners if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of entries or otherwise falsifying data. All entries, participants or travel partners determined by the Promoter or their agents to be invalid or ineligible will forfeit all rights to any Prize and will not be compensated in any way.

## **7. Prize Forfeiture**

- 7.1. Winners must communicate their 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 a 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 a Prize is forfeited a substitute winner may be chosen in the same manner as the original winner was chosen.

## **8. General**

- 8.1. All Participants must comply with the Regulations at all times and any non-compliance with the Regulations will result in automatic disqualification. 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. To the extent that any intellectual property rights vest in the Participants through the creation and submission of content, including without limitation any pictures, videos, drawings or other creative works, to enter this Competition, any and all intellectual property arising as a result will vest in the Promoter and the Participants hereby waive any associated rights. The Participants shall indemnify 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 the following:
  - 8.5.1. 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 Competition; and
  - 8.5.2. the Promoter may transfer 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 Data Protection Act, 2013 ("DPA") 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 Participants by the Promoter. The Promoter will comply with the relevant data protection legislation, including the DPA.
- 8.7. 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 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 winners which are not expressly contemplated as part of the Prize.
- 8.9. 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.
- 8.10. 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.
- 8.11. **All Participants and winners 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 Competition or their 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 applicable legislation in the Republic of South Africa as well as in Lesotho during the time of the Competition.**
- 8.12. 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 Promoters 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 applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. Entries will only be accepted if they comply with all entry instructions. 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.
- 8.13. By participating in the Competition each Participant gives the Promoter consent to market its products and campaigns to Participant, using the details provided by the Participant, which Participants may decline by opting out via the opt out mechanism provided on the communications.
- 8.14. A Participant shall not post content that is of an immoral, scandalous or illegal nature likely to have an adverse effect on the reputation of the Promoter including but not limited to the underage drinking of

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minors, drinking while pregnant, abusive or sexual behaviour, and/or the participation in dangerous activities. Any such entries will be automatically rejected by the Promoter.

8.15. The Participant shall promptly remove any and all posts which he/she has control at the request of the Promoter.

8.16. These Competition Rules are also available on Workplace.