

SMIRNOFF ULTRA DJ SEARCH COMPETITION RULES

14 DECEMBER 2023 - 6 FEBRUARY 2024

1. INTRODUCTION

- 1.1 This promotional competition ("**Competition**") is run by The South African Breweries (Pty) Ltd (the "**Promoter**") in collaboration with 5FM (the "**Co-Promoter**") and is open to all persons of 18 years or older and resident in South Africa, except for: (i) the directors, members, partners, agents, consultants or employees of the Promoter and Co-Promoter and their immediate families; (ii) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter and Co-Promoter in respect of this Competition; (iii) directors, members, partners, agents, consultants or employees of the Promoter and Co-Promoter's advertising and promotion agencies or associated companies; and (iv) 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 (a "**Participant**") constitutes acceptance of these Competition Rules by that Participant.

2. COMPETITION PERIOD

This Competition will run from 14 December 2023 until 6 February 2024, 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 This Competition will take place on Facebook, Instagram and X (formerly known as Twitter) (the "**Social Media Platform(s)**"). Internet access and a valid Social Media Platform account is required to enter the Competition.
- 3.2 In order to enter the Competition, each Participant must: (i) record an original audio mix of any musical genre (the "**Recording**"); (ii) post the Recording on any one of his/her Social Media Platforms; (iii) tag the Co-Promoter using the tag @5fm; and (iv) use the following hashtags

(a) #WeDoUltraSA, (b) #UltraSAXStorm, and (c) #WeDoWe, in the relevant post, to stand a chance to win the Prize (as further detailed in Competition Rule 4.1 below).

- 3.3 Entry is only valid through the above medium and manner.
- 3.4 A Participant may only enter the Competition once.
- 3.5 Only Recordings uploaded by Participants of 18 years or older which comply with Competition Rule 1.1 and 3.2 above will be considered valid entries into the Competition. A post by a minor at the time of posting will automatically invalidate the entry.
- 3.6 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:
 - 4.1.1 a 3-day pro DJ boot camp, consisting of 3 x 1-hour DJ lessons taught in person by Athie Umgido (the label manager at BFM Records);
 - 4.1.2 a one-on-one session at the Pioneer DJ studio at the Bridges for Music Academy in Cape Town;
 - 4.1.3 3 x 2-hour music production classes with the Co-Promoter's head of sound, Kevin Ribbans, and music producer, Siphe Tebeka;
 - 4.1.4 2 x 1-hour consulting sessions with the Co-Promoter's marketing and label team, including international mentors organised by the Co-Promoter;
 - 4.1.5 1 x professional photography press kit sessions;
 - 4.1.6 1 x video recorded sessions; and
 - 4.1.7 1 x ticket to attend the Bridges for Music annual gala dinner.
- (the "**Prize**").

- 4.2 There is one Prize available to be won during Competition Period with a total value of approximately R55,000.
- 4.3 The Prize excludes expenses of a personal nature; spending money; transport expenses; and/or any other expenses which have not been expressly communicated by the Promoter as forming part of the Prize.
- 4.4 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.
- 4.5 The Promoter and Co-Promoter will contact the winner to make arrangements for the winner to receive his/her Prize.

5. WINNER SELECTION AND NOTIFICATION

- 5.1 The winner selection process will be as follows:
- 5.1.1 The Co-Promoter will select the top 4 Recordings which receives the most retweets and/or shares on the respective Social Media Platform on which the Recording was posted, on or about 7 February 2024 (the “**Finalists**”);
- 5.1.2 thereafter, the Co-Promoter shall play each of the Finalists’ Recordings live on the Co-Promoter’s radio station, where listeners will be able to vote and select a winner using the 5FM application platform (available on IOS and Android devices). The Participant that receives the most votes by 9 February 2024 will be selected as the winner.
- 5.2 The winner will be notified by the Promoter via email and telephone on or about 9 February 2024. 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 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 legal and valid 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 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. After a Participant has been informed of certain Competition requirements by the Promoter and/or Co-Promoter, or an individual, including (without limitation) those set out in Competition Rule 1.1 (i)-(iv), 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.
- 6.4 The Participant will be ineligible to win, and automatically be excluded from winning, a Prize under this Competition if the Participant previously won a prize to the value of R10 000 or more in the preceding 12 months from the start date of this Competition.

7. PRIZE FORFEITURE

- 7.1 The winner must communicate his/her full details to the Promoter and/or the Co-Promoter or their agent as requested by the Promoter and/or the Co-Promoter or their 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 recordings, pictures, videos, 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, unless otherwise stated by the Promoter. 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 and Co-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 and Co-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 and Co-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 and 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 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 and Co-Promoter will not share any personal information with any third party except where such disclosure is necessary to enable the Promoter and Co-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 and Co-Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 8.7 A Participant may submit a request at, in the case of the Promoter <https://www.sab.co.za/content/data-subject-request-0> , and in the case of the Co-Promoter <https://forms.office.com/r/ULSP1qn5WJinsert>, for the Promoter and Co-Promoter to:
 - 8.7.1 correct or delete personal information about the Participant in the Promoter and Co-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 and Co-Promoter is no longer authorised to retain.
- 8.8 The Promoter and Co-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 and Co-Promoter will not do so if the winner

communicates in writing to the Promoter and/or Co 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 the Prize not be available despite the Promoter and Co-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 and Co-Promoter.
- 8.10 The Promoter and Co-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.
- 8.11 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 and Co-Promoter will not compensate any individual for any reason whatsoever.
- 8.13 **Each Participant indemnifies and holds harmless the Promoter and Co-Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and Co-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.**
- 8.14 The Promoter and Co-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 and Co-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 and Co-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, organised 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 and Co-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 and Co-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 and Co-Promoter respectively.
- 8.16 These Competition Rules are also available on <http://www.5fm.co.za/sabc/home/5fm/competitions/competitionrules>.