

Beam Suntory South Africa Proprietary Limited

TERMS AND CONDITIONS: JIM BEAM MUSE PROMOTIONAL CAMPAIGN 2022

The Terms and Conditions dated 1 August 2022 set out below apply to all participants submitting entries for the Jim Beam Promotional Campaign 2022 ("Promotion"). These T&C's over ride any previous communication in respect of this campaign.

Please read these Terms and Conditions carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions.

The Promotion is conducted by Beam Suntory South Africa Proprietary Limited (registration number: 2009/016804/07) with its principal place of business located at Letterstedt House, 4th Floor, Newlands on Main 178 Campground Road, Newlands, Western Cape, 770 ("the Promoter").

1. PROMOTION PERIOD

1.1. The Promotion will run from 6 June 2022 to 9 September 2022 ("the Promotion Period"), subject to clause 5.2 below. No entries received after midnight South Africa Local Time on the 9 September 2022 will be accepted.

1.2. The Promotion Period may be extended or curtailed at the discretion of the Promoter.

2. WHO MAY ENTER THE PROMOTION?

2.1. Any person wishing to participate in the Promotion ("Participants") must, at the time of entering the Promotion, meet the following criteria:

- i. be a natural person and be at least 18 (eighteen) years of age;
- ii. be a citizen and/or legal resident of South Africa;
- iii. be in possession of a valid South African identity document, residence/work permit and/or driver's licence; and

- iv. be residing or at least be present in South Africa for the duration of the Promotion Period and at the time that the prize draws and the delivery or collection of the prize/s takes place.

2.2. The Promoter may request supporting documentation regarding a Participant's eligibility, subject to the data protection section in these Terms and Conditions set out below.

2.3. Any person who is a director, member, partner, promotional and advertising agent, merchandiser, employee or consultant of the Promoter, supplier of any goods or services in relation to the Promotion, or third party that is in any way involved in the execution of the Promotion, whether directly or indirectly, including, but not limited to, agencies, organisers and participating stores of the Promotion as well as the members of the immediate family (being spouses, life partners, parents, children, brothers, sisters, fathers and/or mothers), business partners, or associates of any of the aforesaid persons, may **NOT** enter the Promotion and may **NOT** be a Participant.

3. HOW DO I ENTER THE PROMOTION?

3.1. To enter the Promotion, a Participant must:

- i. Visit the landing page for the Promotion by scanning a QR code or by accessing the links from the Promoter's social media posts in relation to the Promotion;
- ii. Enter unique code, first name, surname, mobile number and region.
- iii. Tick box to accept promotion T's and C's
- iv. Marketing opt in

3.2. Entries to participate in the Promotion may only be submitted ONLINE or VIA MOBILE DEVICE and any documents and/or information that the Promoter may require from the Participant as part of the Promotion must be submitted online and/or via electronic communication, unless otherwise indicated by the Promoter.

3.3. Submission of entries in the Promotion will be at no cost to the Participant, subject to clause 3.4 below.

3.4. PLEASE NOTE THAT THE PROMOTER WILL NOT BE RESPONSIBLE FOR ANY REASONABLE SERVICE AND/OR CONNECTIVITY COSTS THAT MAY BE INCURRED BY THE PARTICIPANT IN THE COURSE OF SUBMITTING HIS / HER ENTRY TO PARTICIPATE IN THE PROMOTION. IN ADDITION, THE PROMOTER SHALL NOT BE HELD LIABLE FOR ANY SERVICE AND/OR CONNECTIVITY FAILURES OR OUTAGES THAT THE PARTICIPANT

MAY EXPERIENCE WHILE ATTEMPTING TO SUBMIT HIS / HER ONLINE ENTRY AND WHICH AFFECTS THE PARTICIPANT'S ABILITY TO SUBMIT HIS / HER ENTRY.

4. CAN I SUBMIT MORE THAN ONE ENTRY?

- 4.1. Participants may enter the Promotion via the unique code entry mechanism obtained on either the on or off trade promotional elements. The unique code is valid for ONE entry into the promotion and is not transferable.
- 4.2. A Participant may not, however, win more than one prize within a 6 (six) month period following his/her first win.
- 4.3. Prizes (as described in section 5 below) are limited to one prize per unique entry code. As such, any member of the Participant's family (including, but not limited to, parents, spouse, life partner, aunts, uncles, cousins, grandparents, in-laws, etc. whether related by blood or not) and/or the Participant's friends or acquaintances residing at the same address, on the same property (including communes), or within a 2km radius of the Participant will not be eligible to win any prizes.
- 4.4. Further, a Participant will not be eligible to win the Grand Prize if they have won a "grand prize" in any other promotion run by the Promoter within the 6 months immediately preceding the end of the Promotion Period. The Promoter reserves the right to withhold prizes from any Participant who does not meet the eligibility criteria in clause 2.1 or this clause 4 and/or to reclaim any prize if a breach of this rule is subsequently discovered or suspected.

5. WHAT ARE THE PRIZES?

Instant Prizes

- 5.1. Throughout the 8 week promotional period, via automated random draw to be conducted by Techsys a specialist agency (appointed by Promoter), winners can win instant mobile data prizes ranging in value and denomination based on their entry into the promotion as a result of entering their personal details and unique entry code

Weekly Prizes

5.2. One (1) Participant (each a “Weekly Prize Winner”) will be selected each week of the 8 week Promotional Period via automated random draw to be conducted by Techsys a specialist agency (appointed by Promoter), as the winner of:

A Jim Beam Entertainment Kit, comprising of

- i. An Original Kettle Premium Charcoal Grill (Jim Beam Branded)
- ii. JBL PartyBox 710, (Jim Beam Branded)
- iii. 1 bottle Jim Beam, mixers and highball glasses

Ultimate Prize: Grand Prize

5.3. Subject to clause 5.12 below, One (1) Participant will be selected in a draw on [**10 September 2022**], as the winner, with a partner of his/her choice, of a trip to Cleremont Kentucky (6 - 9 October 2022) , USA, to see Muse Live which will include the following:

- i. Return Economy flights to the Cleremont, Kentucky for two people;
- ii. 3 nights accommodation (Thursday – Sunday)
- iii. 3 Meals per day
- iv. Beverages and tastings
- v. Transportation in Kentucky
- vi. On site tours, tastings and Cornhole tournament at Jim Beam Distillery

5.4. The Grand Prize is subject to the specific terms and conditions outlined further below.

5.5. The Weekly Prizes and Ultimate Prize are collectively referred to as the "Prizes".

General rules applicable to the Prizes

5.6. Winners must accept the Prizes as is and at their own risk, and may not adapt and/or substitute the Prizes.

5.7. Promotional images are merely a representation of the Prizes and the actual Prizes may differ. The Promoter is not liable for any differences between the promotional images and the Prizes.

- 5.8. The Promoter reserves the right to substitute any of the Prizes for a different prize of a similar value, subject to clauses 5.12 and 5.18 below.
- 5.9. The Promoter shall not be held liable for any loss, theft and/or damage of or to any of the Prizes, as the case may be, once the Prize has been delivered / collected / accepted and / or signed for by the winners.
- 5.10. Prizes are not transferrable, refundable, or exchangeable but may be forfeited by the winners. If the winners forfeit any of the Prizes, the Promoter may run a separate draw process or allocate the Prize/s to another Participant at the Promoter's discretion.
- 5.11. All winning Participants will be subject to a verification process. Winners will be confirmed once the verification process has been completed. In order to complete the verification process, a winning Participant will need to supply a copy of their South African identity document, valid passport, driver's licence and/or permanent residence permit, proof of residential address, completed finalist form and any other relevant documents that may be required. This is subject to the data protection section set out below.

General rules applicable to the Grand Prize

- 5.12 In the event of **any travel restrictions** that may impact the execution of the Grand Prize in clause 5.3 above, the winner would be required to select one of the following options.
- (a) Postpone their Grand prize to 2023
 - (b) Redeem a cash prize to the value of 2 X Muse Concert Tickets (R76 000) and 2 X Economy Plus Tickets to USA (R10 000)
- The Promoter will monitor these restrictions accordingly and notify the winner of the Grand Prize.
- 5.13 While the Promoter will use its best efforts to assist, where reasonable and appropriate, the winner and/or the relevant travel agency with all travel arrangements including attending to the requisite documents required for purposes of the trip, the Promoter shall not be liable for any delays and/or complications that are outside of its control (for example, in relation to the winner's passport and/or VISA applications).
- 5.14 The winner and his / her travel partner must be available to travel internationally between 5 October 2022 and 10 October 2022 ("Travel

Dates"). Should the winner be unavailable on the Travel Dates, the Winner and his / her travel partner will be deemed to have forfeited the Grand Prize.

- 5.15 Should the winner wish to make any changes to the Travel Dates and/or the number of travel partners, the winner must obtain the prior written permission of the Promoter and cover any related extra costs, charges, and/or expenses. Please note that, while the winner may change the Travel Dates and/or extend the trip at his or her own cost, the winner may **NOT** make any changes to the flight times once the tickets for the flights are booked.
- 5.16 The Promoter will contact the winner of the Grand Prize following the Grand Prize draw and conduct a verification process ("Verification Process") in relation to the winner. The Verification Process will consist of the following:
- i. contacting the winner and confirming that he or she and his / her travel partner hold a valid South African identity document and passport; and
 - ii. the winner will be required to fill in a "winner form and indemnity", which must be returned to the Promoter **within 24(twenty-four) hours**.
- 5.17 If the Promoter is unable to reach the winner via phone or email after 3 (three) consecutive business days from the date of being declared a winner, or if the winner fails the Verification Process for whatever reason after his / her entry is drawn, such person will be disqualified and a draw to select a new winner will take place.
- 5.18 The Grand Prize is not transferable or redeemable for cash and the Promoter is not liable for any defects, changes and/or modifications to the Grand Prize.

6. HOW ARE THE PRIZES AWARDED?

- 6.1. As outlined further above, all Prize winners will be determined by way of a random and automated selection draw to be conducted by Techsys a specialist agency (appointed by the Promoter). Techsys will run draws on a weekly basis during the Promotion Period. The Grand Prize draw will take place by no later than midnight 2 August 2022.
- 6.2. In the event of any unforeseen circumstances which prevent Techsys from running the draw in any given week during the Promotion Period, it will postpone the draw to the next available date at the sole discretion of the Promoter.
- 6.3. Participants must ensure that they provide the correct contact number when entering the Promotion. If the contact number provided by a Prize winner is

incorrect, the winner will automatically forfeit the prize and it will be transferred to the next randomly selected entrant.

- 6.4. All Prize winners will be notified via telephone on the contact number provided with their entry. In the event that a winner is not contactable for 3 (three) consecutive business days (i.e. 3 contact attempts), then the winner will automatically forfeit the Prize and another winner will be randomly selected. The same process described above will be followed in respect of the new winner.
- 6.5. Subject to clause 2.1. above, the Promoter reserves the right to carry out reasonable due diligence to confirm the eligibility of any Participant and may refuse to award the Prizes to a Participant if there is suspicion of any irregularities or fraudulent activities at any time during the Promotion Period.
- 6.6. The Promoter reserves the right to carry out reasonable due diligence to ensure that the inclusion of any person (such as the winners) in the marketing materials for the Promotion will not bring the Promoter or any of the Promoter's brands into public disrepute, contempt, scandal or ridicule, or reflect unfavourably in any way on the Promoter and/or the Promotion generally.
- 6.7. The Promoter reserves the right to withdraw any of the Prizes and/or disqualify any Participant/winner (as the case may be) if such person brings the Promoter's brands into disrepute.
- 6.8. Any dispute in respect of the identity of the winner (for example, if more than one individual claims to be the owner of the same contact number) will result in the immediate disqualification of the individuals in question.

7. TERMS OF DELIVERY

- 7.1. Physical Prizes (weekly entertainment Kits) will be delivered to the winner's preferred residential or work address (within major cities) within 6 – 8 weeks from receiving all the requested documentation. Deliveries will only be made to physical addresses (no postal addresses) where someone is able to sign for the Prize on weekdays during working hours.
- 7.2. The Promoter may make alternative arrangements with any of the winners if it is unable to deliver the prize (i) due to the winner not being available at the time of delivery, (ii) to the area in which he or she resides (for example, if the area is not within the delivery radius; and/or (iii) if it is an area with a high risk of theft and/or crime) areas . In these instances, the Promoter may ask the winner to collect the prize from the Promoter's nearest branch.

- 7.3. Instant prize delivery, The consumer will be notified of an instant prize (data voucher) to the value of 'x' that will be sent via SMS as well as confirmation of an entry into the grand prize draw. "Congrats! You have won XX data from Jim Beam to stream your favourite music! Here is your voucher: sajbhvdfgb81. Do not delete before loading to your mobile. Ts&Cs apply."
- 7.4. The Promoter is not responsible for any Prizes that cannot be delivered due to any incorrect details being provided by the winner with regards to their preferred delivery address and/or being unavailable to sign for their prize.
- 7.5. Where applicable, the courier company may allow someone other than the consignee present at the delivery address to sign for the prize delivery if the consignee is unavailable or unreachable – it is the winner's responsibility to make the necessary arrangements in this regard.
- 7.6. Winners may be required to sign certain Indemnities and/or consent forms when accepting their prize.

8. INDEMNITIES

- 8.1. To the extent permitted by the Consumer Protection Act 68 of 2008 and any other applicable law:
- i. By choosing to submit an entry in the Promotion, the Participant and/or winner(s) will be responsible for any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, whether it arose under the law of contract or delict or otherwise suffered by the Promoter, its associated companies (directors, officers and/or employees) and/or agents against due to the Participant's participation In the Promotion.
 - ii. The Promoter, and its agents, distributors and suppliers are not responsible for any loss or damage suffered by a Participant and/or winner(s) due to his or her participation in the Promotion or winning any Prize (other than for death or personal injury caused by their negligence and/or fraud).

- iii. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including but not limited to a Participant's identity, age, place of residence). Any participant who has not complied with these Terms and Conditions may be disqualified at the Promoter's discretion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

9. DATA PROTECTION AND CONFIDENTIALITY

- 9.1. Participants are required to provide certain personal information, as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA"), to the Promoter for purposes of the Promotion and in the event that they win a Prize.
- 9.2. The Promoter will process all personal information in accordance with POPIA and, in any event, in accordance with its Privacy Policy.
- 9.3. To the extent not covered in the Privacy Policy, the Promoter may use a Participant's personal information in the following ways:
 - i. share your personal information with its associated agencies and the third-party service providers running the Promotion in conjunction with the Promoter. The Promoter will ensure that these parties sign confidentiality undertakings and, to the extent that the service providers process any personal information on behalf of the Promoter for purposes of the Promotion, the Promoter will enter into the required data processing agreements;
 - ii. process your personal information for direct marketing purposes - Participants are entitled to refuse any direct marketing communications by informing the Promoter, in writing, should the Participant wish to be removed from all communication;
 - iii. process your personal information for statistical purposes - the Promoter will de-identify your information for this purpose; and
 - iv. process your personal Information for publicity purposes (which will not be paid). All promotional material is the sole property of the Promoter. The Participant and/or winner may refuse to participate in any publicity and/or marketing campaigns by notifying the Promoter, in writing, in the form of an email to manu.bal@beamsuntory.com for the attention of the Legal Department.

10. GENERAL

- 10.1. The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion and any Prizes, or any aspect of the Promotion or a Prize at any time and without notice if the Promoter thinks it reasonably necessary to do so.
- 10.2. It is the responsibility of the Participants to check the Promoter's website for any updates to the Terms and Conditions, which the Promoter may amend at its sole discretion.
- 10.3. To the extent that any marketing materials and/or other documents and information made available during the course of the Promotion conflict with or are inconsistent with these Terms and Conditions, these Terms and Conditions will prevail.
- 10.4. These Terms and Conditions are severable and any term or condition declared to be unenforceable will not affect the remaining terms and conditions which will remain fully enforceable.
- 10.5. These Terms and Conditions are subject to the laws of South Africa and any disputes arising from these Terms and Conditions will, accordingly, be governed by South African law.
- 10.6. This Promotion is independent from any other offers / promotions offered by the Promoter.
- 10.7. Winners may be requested to take part in the promoter's publicity campaigns via appearance in photography and/ or video footage and/or allow their names and likenesses to be used by the promoter for promotional purposes. Winners are, however, entitled to decline such requests.