

CAMPAIGN TERMS & CONDITIONS RUSSIAN BEAR
#IAMNEXT 2017 COMPETITION

1. The promoter is Edward Snell & Company Ltd ("the Promoter").
2. The promotional competition is open to all South African residents residing in South Africa who are in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of The Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.
3. The terms and conditions are applicable to the Russian Bear competition titled, '#IAMNEXT 2017'.
4. No Participant under the legal drinking age in South Africa of 18 years old, may enter the Russian Bear #IAMNEXT 2017 competition and a valid identity document must be produced at any time as requested by the Promoter, to validate an entrant's legal age.

IMPORTANT NOTICE

5. These competition rules contain certain terms and conditions which appear in a similar text style to this clause and which:
 - 5.1. may limit the risk or liability of the entrant; and/or
 - 5.2. may create risk or liability for the entrant; and/or
 - 5.3. may compel the entrant to indemnify The Promoter or a third party; and/or
 - 5.3. serves as an acknowledgement of a fact by the entrant,
6. The Participant's attention is drawn to these terms and conditions because they are important and should be carefully noted,
7. The Participant cannot be a juristic person and must be an individual,

8. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 OF 2008.

9. The Participant acknowledges that by submitting his or her entry to the #IAMNEXT 2017 competition he/she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/she understands and agrees to the terms and conditions.

10. All Participants of this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the Participant gives their consent to these risks and hereby indemnifies and holds harmless the Promoters and all entities in Edward Snell & Company Limited, their directors, employees and agent of any and all liability pertaining to any damage, costs, injuries and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injustices and losses are sustained as a result of the gross negligence or willful misconduct of any indemnified party.

THE COMPETITION

11. This promotional competition runs from 22 May 2017 until 31 August 2017. The promotion is national, and specific opening dates for bookings in the various regions will be published on the home page of the Russian Bear website. Any entries received after the regional closing dates will not be considered, and the promoter reserves the right to change dates.

12. Participants may apply for as many session as they like, but may only be booked for one session in the Russian Bear mobile recording studio to record their track.

13. To enter the competition, Participants need to follow the following process: (i) Buy any 750 ml or 1 litre bottle of Russian Bear Vodka during the campaign period (ii) go to www.russianbear.co.za and enter their barcode onto the website to apply to book a session, (iii) if approved for the recording

session, participants need to confirm their attendance, (iv) attend the recording session they have been allocated.

14. Participants who applies via the website and are accepted for a recording session will be notified within 24 hours via sms and email. Participants who are unsuccessful will be notified on the following Friday after they have applied for the session. Successful Participants will then have 72 hours within which to confirm their availability for the session via reply SMS, otherwise they will forfeit the allocated session.

Upon Participants' confirmation, Participants will receive another SMS containing a 3 digit reference number along with their time of recording which can be used on the day of recording as proof of entry.

Successful Participants will also receive a confirmation email and SMS 48 hours before the event as a reminder.

Bookings will be allocated on a first come first serve basis until all sessions are filled for the regional activation dates.

15. Each recording session will be 20 minutes in duration. The backing track provided will be 3 minutes, however each Participant's track will be 45 seconds to 1 minute in duration. The recordings will take place at the activation venues, according to the pre-determined schedule. The first 3 hours will be reserved for online bookings – the remaining available recording slots will be open to the public to apply for on the day who are over the legal drinking age of 18 years and follow the necessary process as stipulated in section 1.6. All participants who have been approved and confirmed for a recording session, must arrive at the mobile recording studio at least 10 minutes before their recording session on the day. Participants understand and accept that if they arrive late for their session, but still within the time slot allocated to them, the time slot will not be extended beyond their original 20 minute allocation. For example, should a participant arrive 5 minutes late into their session, they will only have 15 minutes remaining of that session in the mobile recording studio.

16. Participants applying on the day will be required to purchase a 750 ml or 1 litre bottle of Russian Bear vodka, **present it at the entrance of the mobile studio unopened**, and present a valid identification document. **The slots that are open on the day are limited and will function on a first-come-first-serve basis.**

17. All Participants who wish to enter the mobile recording studio must present a valid identification document and provide the unique code assigned to the entrant. A user will receive a confirmation email and SMS also containing a 3-digit reference number, which can be used on the day of recording as proof of entry. Unique codes are not transferrable to other participants. Failure to do so will result in the participant being denied access.

18. Once a Participant records their demo track inside the mobile studio, it will be reviewed by The Promoter and entries will take up **to 7** days before their links are loaded onto the website. Only entries that are approved and deemed to be of an appropriate nature will be loaded onto the website. The Promoter holds the right to not upload any entry onto the website for any reason whatsoever and no correspondence will be entered into. An email and SMS to notify Participants that their track is online will be sent to online Participants as well as Participants who entered at the activation.

19. The lyrics for each track that the Participants record, needs to be at least sixteen bars, and no profanity can be used, neither will any mention of any other vodka, **liquor, beer or wine** brand be allowed.

WINNERS AND PRIZES

GENERAL

20. All participants who get to record a demo track in the mobile recording studio will receive a demo track as stated in point 18.

21. After the 31 August, all entries will be judged by our **panel of judges**. 5 finalists will be shortlisted by our judges and the Promoter first week of September 2017. The public will then **get a chance to** vote for the final Grand

Prize winner mid-September 2017 <insert the actual date>. The public will only be able to vote once in 24 hours. The decision made by the Promoter is final and no correspondence will be entered into. The final winner will be announced <date>

21. The Promoter (or their agent) will endeavour to contact the prize winners twice every day for two consecutive working days after entry is selected. If the prize winner cannot be contacted during this period, the prize will be forfeited and another winner will be selected in accordance with the rules.

22. A copy of these rules can be found on the following website www.russianbear.co.za throughout the period of the competition.

23. The names of the winners, once contacted, will be published on www.facebook.com/russianbearvodka; www.twitter.com/russianbearsa; instagram.com/russianbearsa and www.russianbear.co.za and may be published on other online or printed materials.

24. Finalists and winner may not enter into a sponsorship agreement or endorsements with any other vodka brand during the campaign period.

24. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever.

25. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.

26. The Promoter shall not be responsible or liable for any third party publishing or using any of the submitted lyrics and/or winners image or details on any other media channel.

27. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

28. The Promoter reserves the right to use the images, text (**rap lines**), video and audio recorded inside and outside the truck for publicity purposes in any manner they deem fit, without any remuneration payable to the Participants in respect of such images. However, the Participant/s hold the right to object to these images being used by written notification to the Promoter at Edward Snell & Company Ltd, Corner Wallflower and Industry Road, Paarden Eiland, 8005. Att: Legal Department or email to simoneb@esnell.co.za

29. The Promoter reserves the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all Participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.

30. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value where such value is determined completely and entirely by The Promoter and no correspondence of such value will be entered into.

31. Neither the Promoter, its agents, its associated companies, nor any directors, officers nor employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.

32. The judges' decision is final on all aspects of the competition and no correspondence will be entered into.

33. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.

34. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or any other social media platform and the participants acknowledge that they are providing information to the

Promoter and its agents only and not to Facebook or any other social media platform.

35. All Participants in this Competition release Facebook or any other social media platform from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.

---END---