TERMS OF USE

Welcome to the Vuse VDR Game, a virtual reality operated by British American Tobacco Proprietary Limited (registration number 1995/009509/07) whose registered office is at 3 Dock Road, Waterway House, V&A Waterfront, Cape Town, South Africa ("**BAT**", "**we**", or "**us**"). Please read the following Terms of Use ("**terms**").

- 1. These terms of use govern your access to and use of the VR game where participants enter into a virtual world and complete a puzzle to win a prize.
- 2. By accessing the game, you agree to be bound by these terms. If you do not agree to these terms, do not participate in the game.

Eligibility Requirements

- 3. The game is open to participants who:
 - a. Are aged 18 years or over at the time of participating in the game;
 - b. Are resident in South Africa;
 - c. Are current nicotine users;
 - d. Are not employees (or ex-employees) of BAT or its holding or subsidiary companies, or close relatives of such employees; and
 - e. Are not otherwise connected with BAT or its group companies (including anyone professionally connected with the administration of the game) ("Eligible Participant").
- 4. In participating in the game, you confirm that you are eligible to participate and are eligible to claim the prize. BAT may require you to provide proof that you are an eligible participant at redemption of the prize.
- 5. BAT is not liable if any participant is not legally allowed to take part in the game due to national or local laws.
- 6. There is a limit of one entry to the game per person. Multiple entries will not be allowed.
- 7. BAT reserves the right to reject entry by, or cease the continued participation of, a person it considers to have entered in breach of these Terms of Use.

How to Enter the Game

- 8. To enter the game, participants must do the following:
 - a. The participant must scan a QR Code using a compatible device. The QR Code is accessible at:
 - i. Participating Vuse Outlet Stores
 - ii. Flyers
 - iii. Media Screens at designated malls in the Republic of South Africa
 - iv. Digital Banners on participating online platforms.
 - b. Once the QR code is scanned the participant will enter a virtual reality (VR) environment
 - c. Once the participant is in the VR they must solve an interactive puzzle.
 - d. Once the puzzle is completed correctly the participant will win a prize, subject to eligibility.
- The game will commence on 2 June 2025 ("Opening Date") to 23:59 (GMT) on 31 August 2025 ("Closing Date").
- 10. Participation in the game after the Closing Date will not be considered for Prize redemption.
- 11. Participants agree to indemnify and hold BAT and its suppliers, partners and affiliates harmless from any claims, damages, or losses arising from their participation in the game or violation of these Terms. Participants hereby indemnify BAT and its suppliers, partners and affiliates from any loss, damages,

liability, claim or demand due to or arising out of their use of the sites or breach by them of these terms and conditions. Inaccuracies in Prize descriptions or illustrations, non-availability, loss, interception, late receipt, or damage of any prize claim, promotional reward vouchers, discount prizes, vouchers, prizes, or notifications are not the responsibility of BAT or its agents. No prize representation, warranty, condition, or guarantee is provided except for those implied by statute and which BAT cannot exclude.

Participant's Conduct

- 12. By participating in the game, you agree:
 - a. Not to engage in cheating, hacking, or otherwise interfering with the game's mechanics.
 - b. To play fairly and comply with all applicable regulations.
 - c. Not to reverse engineer, decompile, or tamper with the game.
 - d. Submit any false or misleading information in connection with the game or the prize.

The Prize

- 13. Voucher that allows the winner to collect a vape device at a supporting Vuse Outlet.
- 14. The prize is awarded to participants who successfully complete the puzzle challenge within the allotted parameters.
- 15. The prize is, as stated, and no cash or other alternatives will be offered. The prize is non-transferable and subject to availability. BAT reserves the right to substitute any prize with another of equivalent value without giving notice.
- 16. The participant will not be eligible to win the prize unless the puzzle is successfully completed.
- 17. Prize details, redemption method, and deadline will be communicated within the game interface or at: https://www.vuse.com/za/en/.
- 18. We reserve the right to verify eligibility and disqualify participants for fraud or violation of the terms and conditions.
- 19. In the event that you refer a friend in order to redeem a prize, ensure that the friend is a current nicotine user.

Intellectual Property

20. All content, design, and technology associated with the game is the property of BAT and is protected by copyright and other laws. You may not reproduce, distribute, or modify any part of the game without express written permission.

Privacy Notice

21. Your participation will involve the collection od certain personal information. Please refer to our Privacy Notice for more information on how we collect, use, and protect your data.

General Terms

- 22. BAT reserves the right cancel or amend the game and these Terms of Use without notice in the event of any catastrophe, war, civil or military disturbance, epidemic nor pandemic, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of BAT's control. Any changes to the game will be notified to participants as soon as possible by BAT.
- 23. BAT shall have the right, at its sole discretion and at any time, to change or modify these Terms of Use. Any changes to the game will be notified as soon as possible by BAT.

- 24. Your participation is made without any prior payment or promise of payment or the expectation by you of any payment, benefit or advantage in return for your entry, except for the possibility of obtaining those benefits expressly referred to in these Terms of Use as being part of this game (including the prizes).
- 25. BAT reserves the right to investigate and undertake all such action, as is reasonable, to protect itself against fraudulent or invalid participations. In addition, BAT reserves the right to reject those entries which it considers, in its absolute discretion, do not comply with these Terms of Use or are fraudulent or invalid.
- 26. BAT's decision in respect of all the matters to do with the game is final and no correspondence will be entered into.
- 27. The game and these Terms of Use will be governed by South African law and any disputes will be subject to the exclusive jurisdiction of the Courts of South Africa. The laws of any other jurisdiction of any other courts are excluded to the fullest extent permitted by law.