

Imbo/Crossbow Competition (22 April – 31 July 2024)

PepsiCo South Africa (Pty) Limited– Competition Terms and Conditions/Rules

- 1) **Application:** Please read the promotional giveaway terms and conditions ("**Terms**") carefully. These Terms apply to everyone entering the Pioneer Foods Pty) Ltd ("**the Promotion**").
- 2) **The Promoter:** This Promotion is conducted by Pioneer Foods (Pty) Ltd a subsidiary of PepsiCo Inc., situated Glacier Place, 1 Sportica Crescent, Tygervalley, Bellville ("**the Promoter**").
- 3) **Terms:** Instructions on how to participate in the Promotion, the rules, directions and prizes all form part of these Terms. If you take part in this Promotion, you agree to be bound by these Terms and accept that the Promoter's decision is final.
- 4) **Promotional Period:** The Competition will start on Monday, 22 April at 00:00 and end on Wednesday 31 July 2024 at 23:59.
- 5) **Eligibility:** The Promotion is open to all citizens and legal residents of South Africa. You must reside in South Africa at the time of winning or receiving any prize in the Promotion. You must be 18 (eighteen) years old or older to enter this Promotion and have a valid South African Identity document, or a valid passport, and necessary residency permission).
- 6) **People who may not participate in the Promotion:** Any person who is a director, member, partner, employee or agent of, or consultant ("Associates") of the Promoter and/or PepsiCo Inc., or any other person who directly or indirectly controls, is employed by or is controlled by the Promoter, and/or immediate family members of Associates, who are indirectly or directly connected to or employed by any party in the aforementioned capacities or relationships, their advertising agencies, manufacturers, distributors or bottlers of beverages identified by the trademarks owned by or licensed to PepsiCo Inc. and each of their affiliates ("Disqualified Persons").
- 7) **How to Enter:**
 - a. Purchase any 2 participating Imbo or Crossbow Products from participating SPAR retailer or Wholesaler Store
 - b. Dial *120*2626# or send "Hi" to +2768 657 6050
 - c. Follow the prompts to enter.
 - d. You may enter as many times as you like
 - e. The same till slip cannot be entered more than once.
 - f. The following are the participating packs in this Promotion:

Crossbow black lentils 10x500g

Crossbow black lentils 1kg

Crossbow green split peas 10x500g

Crossbow kidney beans 10x500g

Crossbow kidney beans 1kg

Crossbow Popcorn

Crossbow Popcorn 10x500g

Crossbow RSSB 10x1kg

Crossbow RSSB 10x2kg

Crossbow RSSB 10x2kg - KZN
 Crossbow RSSB 4x5kg
 Crossbow RSSB 4x5kg - KZN
 Crossbow RSSB 500g
 Crossbow Soupmix 10x500g
 Crossbow Yellow Splits 10x500g
 Crossbow Yellow Splits 10x500g
 Crossbow/Imbo Small Whites 10x500g
 Imbo Black Lentils 10x500g
 Imbo Black Lentils 1kg
 Imbo Brown Lentils 10x500g
 Imbo Coconut - Fine
 Imbo Coconut - Fine 10x500g
 Imbo Coconut - Medium
 Imbo Green Split Peas 10x500g
 Imbo Half Whites/Lappies 10x500g
 Imbo kidney beans 10x500g
 Imbo Pearled Barley 10x500g
 Imbo Popcorn 10x500g
 Imbo Red Lentils 10x500g
 Imbo RSSB 10x1kg
 Imbo RSSB 10x2kg
 Imbo RSSB 10x500g
 Imbo RSSB 4x5kg
 Imbo Sago 10x500g
 Imbo Samp & Beans 10x500g
 Imbo Soupmix 10x500g
 Imbo Stampkoring (Pearled white) 10x500g

8) **Winner Selection:**

The winner will be chosen via random selection and will be contacted via the cell number that they entered the competition.

- a. A valid entry slip is required, which will go through a verification process. The fill slip needs to:
 - Be clear
 - Store name to be visible – Spar or any Wholesaler
 - Date of purchase to be visible and must be within the promotional period
 - Clearly display the product – Crossbow or Imbo products
 - Be a unique entry
- b. Recipients will be notified via SMS that they have won.
- c. Only the cell phone number used to enter will be eligible to win.
- d. Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judges' decision is final, and no correspondence will be entered into.

9) **Prizes:**

Spar Entries

- a. Spar entries stand a chance to win a share of R50 000 in Spar Digital vouchers

Wholesaler Entries

- a. Wholesale entries stand a chance to win your share of R150 000 in instant prizes (Airtime, data, electricity tokens).
 - a. There will be a total of R200 000 in prizes.
 - i. Spar digital vouchers – 100 x R500 x Spar digital vouchers
 - ii. Airtime – R10 Ringa voucher [70,000 X R10 = R70,000]
 - iii. Data – 200MB (R30 each) [1,000 X R30 = R30,000]
 - iv. Electricity tokens – R50 [1,000 X R50 = R50,000]

- b. The winner will accept and use the prize at their own risk. The Promoter and its agencies/entities, affiliates, customers, or any other entities involved in this Promotion cannot be held liable for any accident, injury, or loss of property experienced because of winning, accepting and/or using the prize.

You may not ask for your prize to be transferred or exchanged for another prize or for cash.

- c. The prize is not transferable. All winners must claim their prize within the period specified. Failure to claim the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner may be selected in their place at the sole discretion of the Promoter

Prize Delivery

The winners will be contacted via SMS on the cell number which they used to enter the competition for a chance to be eligible to stand a chance to win and receive their share of the prize, subject to successful verification. It is the Participant's responsibility to provide accurate and correct contact information.

In order for the particular entry to be confirmed as valid, the eligible Winner will be required to provide their proof of purchase, identify, including their full name, contact number and e-mail address and any other information as may be necessary for the Promoter to give effect to delivery of prizes.

The Promoter or its appointed agents will make all reasonable attempts to contact the winner/s but if any winner/s cannot be contacted within 3 (THREE) days from the date of the relevant draw, and if after 3 (Three) attempted calls is unsuccessful in making successful contact the Promoter reserves the right to draw a new winner/s. It is the entrant's responsibility to provide the correct contact details.

Calls may be recorded for security and verification purposes.

Winners have 7 (SEVEN) days from being contacted to submit their identification and any other required verification documents as may be requested to claim their prizes. Prizes not claimed within this period will be forfeited and the participant will be responsible for the cost of submitting proof of purchase and entering the promotion and any network charges that apply, as per the tariff rates charged by the participant's mobile network provider.

- 10) **Invalid Entries:** Entries which are incomplete, unclear, submitted incorrectly, or submitted after the last day of entry or have errors or false information, or are from Disqualified Persons are invalid. The Promoter may refuse to award the prize if the Terms have not been followed or if the Promoter finds any wrongdoing in your participation in the Promotion.

To claim their prize, the winner must provide the Promoter with a copy of their valid slip, their South African identity document or permanent residency permit, and proof of address.

- 11) **Voucher Terms and Conditions:** To use any of the vouchers or tokens won in this Competition, you must follow the terms and conditions which are on the voucher. Vouchers are non-refundable and cannot be exchanged for cash. The Promoter is not responsible for the loss, damage, or misuse of the voucher.

- 12) **Defects:** The Promoter is not responsible for defects in the prizes.

- 13) **Indemnity:** To the maximum extent allowed by law, you indemnify the Promoter, its affiliates, associated companies, advertising agencies, advisers, suppliers, and agents against all claims, damages or losses resulting from your

participation in this Competition, or use and enjoyment of the prize, even were arising from negligent acts or omissions of the Promoter.

- 14) **Publicity:** The Promoter may ask you to be identified and photographed and to have the photographs published in various media, including print and web-based media, for purposes of the Competition or for the business of the Promoter. The Promoter may ask to use your name and image for marketing purposes, without any payment to you. By entering the Competition, you consent to being photographed and to have your photograph, full name, and province published/broadcast publicly on any media platform/s identified by the Promoter at the Promoter's discretion.
- 15) **Wrongdoing:** The Promoter may disqualify you if fraud or cheating is suspected in your participation in the Competition. This can include manipulation of code or falsifying of data. You may also be banned from participating in this or any other competition which the Promoter or PepsiCo Inc. may run, for a period decided by the Promoter.
- 16) **Cancellation and Changes:** The Promoter may cancel or make changes to the Promotion, the Terms, or prizes at any time, where the Promoter believes that the change or cancellation is necessary or where things which are outside of the control of the Promoter happen. Any changes will be posted either within the Promotion information or these Terms and will become effective immediately after being made or on a date chosen by the Promoter. You will not have any claim against the Promoter because of the changes in the Terms or the prizes.
- 17) **Technical failures and Unauthorized intervention:** The Promoter is not responsible for any problems or technical fault of any telephone network, online systems, servers, equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination of these things, including any damage to your computer, resulting from your participation in this Promotion or your downloading any materials in this Promotion.
- 18) **Consumer Protection Act:** The Promotion will be conducted according to the relevant provisions of the Consumer Protection Act, 2008 ("CPA"). Should you win a prize in the Competition, you will promptly do all things necessary to allow the Promoter to comply with its obligations under the CPA including, but not limited to (i) providing any personal information required to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize when it is delivered if applicable.
- 19) **Data Privacy:** By participating in the Promotion, you consent to the transfer, storage, and processing of your personal information. You may withdraw this consent at any time by written notification to the Promoter: ssaprivacyoffice@pepsico.com . The Promoter and its affiliates will collect and use the personal information listed herein (a) to enable your participation in this promotional competition; (b) for activities related to this competition; (c) for the Promoter's, its affiliates and subsidiaries' marketing purposes; and (d) for communication to you about products and product offers of the Promoter. The Promoter will not use the personal information for a different purpose without first obtaining your permission. The Promoter keeps personal information to fulfil the purposes for which it was collected or as required by applicable laws or regulations and the Promoter's privacy policy: <https://ssa.pepsico.africa/privacy-notice>. Save for the Promoter's affiliates and the Promoter's service providers for the fulfilment of (a), (b) and (c), the Promoter shall not allow third parties to use your personal information. You further agree that your personal information may in appropriate circumstances reside outside of South Africa, and

you hereby agree to the transfer of your personal information to locations outside of South Africa and the use of your personal information in such locations as described in this clause.

- 20) **Law and jurisdiction:** These Terms are governed by the laws of South Africa. You consent to the non-exclusive jurisdiction of the High Court (Gauteng Local Division, Johannesburg) for all matters which are connected to these Terms.
- 21) **Questions:** Please contact the Customer Care Line – 0800 212 360 if you have any questions about this Competition.
- 22) **Where to find these Terms:** A copy of these Terms is available at www.spekkorice.co.za