

SA's Biggest Breakfast

PepsiCo Competition Terms and Conditions/Rules

1. **Application:** Please read the competition terms and conditions ("Terms") carefully. These Terms apply to everyone entering the South Africa's Biggest Breakfast ("the Competition").
2. **The Promoter:** This Competition is conducted by PepsiCo SA Glacier Place, 1 Sportica Crescent, Tyger Valley, 7530, together with Boomtown Integrated Brand Agency ("the Promoter"), 1 Bridge Street, South End, Port Elizabeth, 6001, Registration number 2003/023879/07.
3. **Terms:** Instructions on how to enter the Competition, the rules, directions and prizes all form part of these Terms. If you take part in this Competition, you agree to be bound by these Terms and accept that the Promoter's decision is final.
4. **Competition Period:** The Competition will start on 01 August 2023 at 00:01 and will end on 31 October 2023 at 00:00.

Eligibility: The Competition 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 Competition. You must be 18 (eighteen) years old or older to enter this Competition and have a valid South African Identity document, or a valid passport, and necessary residency permission.

5. **People who may not enter the Competition:** 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").
6. **How to Enter:**
 - (a) To enter the Competition via WhatsApp:
 - i. Buy any qualifying product at a store/retailer nationally.

Qualifying products include:

- Any Weet-Bix 450 g or 900 g packs
- Any White Star Instant Porridge

- ii. Dial *120*2626# or send 'Hi' to <https://wa.me/27730651066?text=Hi> and follow the prompts; and
- iii. Keep your till slip within reach as you will be required to submit a photo of your proof of purchase to complete your entry. It is your responsibility to ensure that a clear image of the full till slip (containing all the relevant information) is sent. Unclear or incomplete images of till slips will not qualify as a valid entry and will be disregarded. You may only use the same till slip once to enter the Competition.

7. **Winner Selection:**
 - (a) Cash prize winners will be chosen by random draw from valid Competition entries and contacted telephonically (on the cellular number used to enter the Competition). Winners will need to supply proof of purchase / till slip, ID and bank accounts details.
 - (b) The cash draws will take place on 1 November 2023. Should unforeseen circumstances prevent the draw from taking place on the set draw date, the draw will be moved to the next available date.
 - (c) INSTANT airtime prizes will be awarded at random throughout the Competition period and sent directly to the cell phone number you used to enter the Competition.
 - (d) Should the winner not be contactable telephonically within 48 hours, the prize will be transferred to the next randomly selected entry.
 - (e) The Promoter reserves the right to disqualify anyone from winning a prize that is not able to provide the requested documentation to the Promoter within 72 hours of the first request for documentation.
 - (f) The Promoter will not be liable for any losses caused by incorrect or inaccurate information supplied by winners.
 - (g) No cheques or physical cash will be issued.
 - (h) Promotional images are merely a representation of the prize.
 - (i) A person may not win more than one prize within this Competition. This rule applies to the previous winner, their immediate family and anyone living at the same address or using the same contact number as them.

- (j) Any attempt to use multiple accounts or other tactics to enter more than the stated limit may result in disqualification and all associated entries will be void. Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means and entries by any means that subvert the entry process or do not conform to the terms or spirit of these competition rules, will void the entry and may disqualify the entrant.
- (k) Similarly, any finalists linked for using the same IP address and/or e-mail address for the requested document submissions or form completion, will be disqualified.
- (l) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final and no correspondence will be entered into.

8. Prizes:

- (a) A share in R80 000 (Eighty Thousand Rand) in grand prizes, divided as follows (three winners in total):
 - i. First Prize: R40 000 (Forty Thousand Rand);
 - ii. Second Prize: R25 000 (Twenty-Five Thousand Rand); and
 - iii. Third Prize: R15 000 (Fifteen Thousand Rand).
- (b) A share in R120 000 (One Hundred and Twenty Thousand Rand) in weekly cash prizes: Cash prizes of R10 000 (Ten Thousand Rand) each per week, for 12 Weeks (twelve winners in total).
- (c) A share in R300 000 (Three Hundred Thousand Rand) in instant airtime vouchers, divided into denominations of 39 000 (Thirty-nine thousand) units of R5 (Five Rand), 7 500 (Seven Thousand Five Hundred) units of (R10 (Ten Rand) and 1500 (One Thousand Five Hundred) units of R20 (Twenty Rand).
- (d) Prizes are not exchangeable, not redeemable for cash and if not taken up for any reason, they shall either be forfeited, or the subject of a separate draw, or be allocated at the Promoters discretion to another winner.
- (e) Winners will accept the prize as is. The winners will be responsible for any costs resulting from accepting and using the prizes.
- (f) The Promoter will not be liable for any costs, including any taxes, that are incurred as a result of winning or using a prize in this Competition.
- (g) Any risks in relation to the prizes (such as loss, theft or damages) will pass to the winner once the prize has been allocated.
- (h) The Promoter will not be held liable for any undelivered SMSes for instant prizes due to network or handset issues. All sent SMSes will be tracked by the promoters SMS system for any undelivered SMSes. Redraws will be conducted.
- (i) You may not ask for your prize to be exchanged for another prize, cash or otherwise.

9. Invalid Entries: Entries which are incomplete, unclear, duplicate, 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 Competition.

10. Defects: The Promoter is not responsible for defects in the prizes. The Promoter or the prize provider's total aggregate liability to you will not exceed the cost/value of the prize.

11. 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, even where arising from negligent acts or omissions of the Promoter.

12. Publicity: The Promoter may ask you to be identified, recorded or photographed and to have the photographs or recordings 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 image for marketing purposes, without any payment to you. You may decline this request.

13. 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.

14. Cancellation and Changes: The Promoter may cancel or make changes to the Competition, 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 Competition 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.

15. 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 Competition or your downloading any materials in this Competition.

16. Consumer Protection Act: The Competition 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 required 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.

Data Privacy: By participating in the Competition, 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) to view entries; (c) to select winners; and (d) to announce winners and deliver prizes. 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) to (d), the Promoter will not allow third parties to use your personal information.

17. 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.
18. Questions: Please contact the Customer Care Line – 087 285 7500. if you have any questions about this Competition.
19. Where to find these Terms: A copy of these Terms is available at www.whitestar.africa or www.bokomo.co.za