Weet-Bix USSD Competition

Pioneer Foods Pty Ltd Competition Terms and Conditions/Rules

- 1. <u>Application</u>: Please read the competition terms and conditions ("Terms") carefully. These Terms apply to everyone entering the Weet-Bix USSD Competition ("the Competition").
- 2. <u>The Promoter</u>: This Competition is conducted by Pioneer Foods Pty Ltd, a wholly owned subsidiary of PepsiCo Inc., situated Glacier Place, 1 Sportica Crescent, Tyger Valley, 7530.
- 3. <u>Terms</u>: 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 26 April 2024 at 00:01 and will end on 3 June 2024 at 00:00.
- 5. <u>Eligibility</u>: 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.

<u>People who may not enter the Competition</u>: 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 USSD:
 - i. Buy any 2 or more Weet-Bix 450g packs at a store/retailer nationally.
 - ii. Dial *120*367# and follow the prompts

7. <u>Winner Selection</u>:

- (a) Cash prize winners will be chosen from a random draw of entries and contacted via telephone (using the cellular number used to enter the Competition). Winners will need to supply proof of till slip, ID and bank accounts details.
- (b) The cash draws will take place weekly. 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 and retail voucher prizes will be awarded at random throughout the campaign and sent directly to the cell phone number the entrant 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 entering the Competition 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
- (k) 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.
- (I) 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.
- (m) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

8. Prizes:

- (a) R80 000 (Eighty Thousand Rand) in weekly cash prizes. Cash prize of R10 000 (Ten Thousand Rand) per week for 8 Weeks
- (b) R80 000 (Eighty Thousand Rand) in instant airtime vouchers, broken down into denominations of R5 (Five Rand) and R10 (Ten Rand)
- (c) R40 000 (Forty Thousand Rand) in Shoprite/Checkers vouchers, broken down into a denomination of R200 (Two Hundred Rand)
- (d) Prizes are not exchangeable and shall not be redeemed for cash and if not taken up for any reason, they shall be forfeited or be 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 winner will be responsible for any costs resulting from accepting this prize.
- (f) The Promoter will not be liable for any taxes that are incurred as a result of the prize.
- (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
- (i) You may not ask for your prize to be exchanged for another prize or for cash.

9. Winner Verification and Prize Delivery:

- (a) Proof of eligibility, in the form of a valid South African identity book/resident permit/work permit/or driver's license, as well as any other document which may be requested to enter the Competition, must be provided to the Promoter upon request.
- (b) The Promoter reserves the right to disqualify anyone entering the Competition that is not able to provide the requested documentation to the Promoter within 72 hours of the first request for documentation.
- 10. <u>Invalid Entries</u>: 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.
- 11. <u>Defects</u>: 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 of the prize.

- 12. <u>Indemnity</u>: 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.
- 13. <u>Publicity</u>: 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.
- 14. <u>Wrongdoing</u>: 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.
- 15. <u>Cancellation and Changes</u>: 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.
- 16. <u>Technical failures and Unauthorized intervention</u>: 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.
- 17. 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 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.
- 18. <u>Data Privacy</u>: 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) 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 will 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.
- 19. <u>Law and jurisdiction</u>: 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.
- 20. <u>Questions</u>: Please contact the Customer Care Line 087 285 7500. if you have any questions about this Competition.
- 21. Where to find these Terms: A copy of these Terms is available at www.bokomo.co.za