

## **SASKO Biscuits SNAP a SELFIE Promotion**

### Competition Terms & Conditions

The terms and conditions set out below ("Terms and Conditions") apply to the SASKO SASKO Biscuits SNAP a SELFIE Campaign ("Promotion") being run and administered by Pioneer Foods ("Promoter" or "us" or "we").

These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Promotion all participants will be deemed to have accepted, and shall be bound by, the Terms and Conditions. This version of the Terms and Conditions applies to Participants (defined below) in the Republic of South Africa.

### **1. Important Provisions**

We have a duty, in terms of the Consumer Protection Act, No 68 of 2008 ("CPA") to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below.

It is very important that you read all of these clauses carefully and not just what we say below.

#### **1.1 Limitation of risk, legal responsibilities and liability.**

Clauses 15, 20, 21 and 22 herein below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against the promoter

for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion.

Clause 20 herein below is particularly important because you take on risk, legal responsibilities and liability. In terms of this clause, you may be responsible for taxes, fees, claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.

## **1.2 Indemnities by you.**

Clauses 15 and 21 herein below requires you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in clauses 21 and 22 herein below.

You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in clause 23 herein below. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.

**2. The Promoter** is Pioneer Foods [Registration Number: 1957/000634/07] with its registered office at Glacier Place, 1 Sportica Crescent Tygervalley, Bellville.

**3. The Promotion** is valid only in South Africa and is open to every South African citizen that is aged 18 or over.

## **4. Promotion duration**

The promotion will run from the 1 January 2021 10h00 and will end on the 31 March 2021 23h59.

No entries received before the 1 January 2021 10h00 or after the 31 March will be accepted.

**5.** The Promotion is not open to any agencies, sales agents/ merchandisers, production partners, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or their business partners, or any person who is (i) a director, member, partner, or agent of, or consultant to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter; or (i) a supplier of goods or services in connection with the Promoter.

**6.** Participation in the promotion constitutes your acceptance of these terms and conditions. All information relating to this promotion and published on any promotional material will form part of the terms and conditions of entry.

**7.** Every participant can enter only once and standard data rates will apply.

**8.** Participants wishing to participate in the Promotion must:

Click on link <https://wa.me/270780112857?text=Hi>

Click on the link to WhatsApp supplied

**9.** Participants wishing to participate in the Promotion must:

Have a valid South African ID or Passport.

Must be over the age of 18 years old.

Must agree to sign an artist release form stating the following and agreeing to:

- Usage: Photography, Online, AV, Online & Social Media, Brand-Owned Platforms, Self-Promotion and Public Relations
- The participants hereby agree that this represents a full and valid discharge of the Promoter's liabilities to the his/her services in taking part in the production of the above-mentioned advertising usage.
- The participant grants a universal royalty free license in perpetuity in any copyright in the above-mentioned production to the Promoter who shall have the right to use it without restriction across all online and social media advertising and public relations platforms for South Africa and anywhere in the world in perpetuity.
- The participants confirm that he/she is not committed in any way, which would restrict or prevent either the performance of his/her services or the use of the said advertising campaign.

**10.** The participant stands a chance of winning:

1 out of 50 R1 000 cash vouchers

**11.** The winners will be allocated by random draw by Techsys, Cape Town and Pioneer Foods SASKO Marketing team.

**12.** Winners will receive their prize within 20 days of the promotion end date

**13.** The winners need to agree to and confirm/prove their ability to fulfil the criteria listed under point 9 above within 48 hours of being contacted to qualify.

**14.** The participant is responsible for ensuring that they redeem any voucher awarded to them, before its expiry date and the Promoter will not reissue any vouchers if the Participant fails to redeem their Voucher before it expires.

**15.** The prize winner will be the primary user of the cell phone number, and not necessarily the registered owner in terms of the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 (RICA).

**16.** By entering this competition, Participants are given the opportunity to Opt In to allow Pioneer Foods and their respective SASKO Brands to collect, store and use (not share) their personal information for communication, statistical purposes and marketing communication.

**17.** No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for cash, which is lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.

**18.** As far as the law allows, all Participants indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any/all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of a Voucher.

**19.** Participants may be required to take part in publicity campaigns for broadcast or publishing purposes such as appearing on Pioneer Foods Facebook & Instagram page or Twitter feed. The Participants shall at all times be entitled to decline the above request. The Participants who take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of The Promoter.

**20.** By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.

**21.** The Promoter may decline to award a prize (i.e. refuse to issue a voucher to the Participant) if there is a reasonable suspicion of any irregularities or fraudulent activities.

**22.** The Promoter reserves the right to disqualify any entrant or winner without him/her being able to claim compensation, if the Rules were not complied with or unlawful or fraudulent conduct or cheating is suspected, including without limitation, through the manipulation of code or otherwise falsifying data.

**23.** The Promoter reserves the right to take legal action against anyone who committed a fraud or tried to fraud the Competition. It accepts no responsibility as a result of anyone committing a fraud vis-à-vis the other entrants.

**24.** As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.

**25.** As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The Participant is responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Promotion, or from the acceptance, receipt, use or enjoyment of any Voucher. Without limiting the rest of this clause 21, the participant will be

responsible for the cost of submitting proof of purchase and entering the promotion and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider.

**26.** The Promoter reserves the right to change the rules or terminate the Promotion immediately and without notice if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing to conduct the Promotion. In the event of such termination, as far as the law allows, all Participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.

**27.** As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for Participants failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.

**28.** These Terms and Conditions shall be governed by the laws of South Africa.

**29.** If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.

**30.** If you require any help or have any enquiries, please contact the customer helpline on 086 007 2756. The customer helpline will operate during normal business hours, 08:30-17:00, from Monday to Friday, excluding official national public holidays in South Africa. Calls charged at Standard Rates.

**31.** This Promotion is in no way organised, endorsed or administered by, or associated with, Facebook or any other social media forum. Entrants agree that they understand that they are providing their information to the Promoter and not to Facebook or any other social media forum. Any questions, comments and/or

complaints regarding the Competition can be directed to the Promoter via its Consumer Advisory Service and not to Facebook or any other social media forum.

**32.** All queries in connection with the competition should be directed to [monique.daniels@pepsico.com](mailto:monique.daniels@pepsico.com)

**33.** A copy of these rules can be obtained by request and found on the @SaskoSA Facebook page [or Whatsapp competition Line](#).