SASKO Siyasizana

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 Pioneer Foods Pty) Ltd ("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 Tygervalley, Bellville ("the Promoter").
- 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 15 January 2024 at 00:01 and will end on 30 April 2024 at 23:59.
- 5. **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).

<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: You can nominate a day-care, creche or primary school ("school/(s)") for a chance to win a school playground upgrade:
 - i) Buy any SASKO bread or buns & rolls ("product");
 - ii) Scan the QR code on the product and follow the prompts for the Competition journey;
 - iii) if you do not wish to use the QR code, please enter via WhatsApp using the number: 068 746 2356 and follow the prompts for the Competition journey;
 - iv) you will be asked to provide the name of the school which you are nominating for a chance to win a playground upgrade, and the province which the school is in;
 - v) you can nominate as many different schools as you like or the same school as many times as you like however you must buy a new product for each nomination. Your nominated school cannot win more than 1 (one) playground upgrade. Multiple entries are only to increase the chance of selection in the random draw.
 - vi) the school that you nominate will go into a draw for a chance to win a playground upgrade to the value of R10 000.00 (ten thousand rand);

7. Prizes:

- (a) There are 100 (one hundred school playground upgrades to the total collective value of R 1 000 000 (R1 million Rand) which stand to be won during Phase 1 of the Competition. Each nominated qualifying school stands a chance to win 1 (one) of these 100 (one hundred) school playground upgrades ("the prize"/"playground upgrade").
- (b) In Addition, one consumer stands a chance to win R5000 (Five Thousand Rand) in cash each week.
- (c) You may not ask for your prize to be exchanged for another prize.

8. Winner Selection:

- (a) For Phase 1 of the Competition, each qualifying entry will be put in a draw where 100 (one hundred) schools will be selected by random selection, to win 1 (one) of 100 (one hundred) school playground upgrades. Winners will be selected by 10 May 2024 and announced from June to July 2024. Entries may be disqualified for reasons in these Terms or if they do not nominate a day-care, creche or primary school.
- (b) For the cash prize draws, winners will be randomly selected via a draw tool. A consumer may only win once and must be in possession of a valid till slip.
- (c) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

9. Winner Verification and Prize Delivery:

- (a) If your nominated school has been selected as a winner, you will be contacted to participate in the verification process within a period of 4 weeks after the Competition closes. The verification process will ask you for information which is required to verify your entry as well as to facilitate the playground upgrade prize. Your winning nominated school will also be asked for information which is required to facilitate the prize. If the Promoter cannot reach you after 4 attempts have been made during business hours (i.e., between 8h00 AM and 17h00 PM, excluding public holidays) within a period of 5 working days then you and your nominated school will forfeit the prize and a new school will be selected in its place, by random selection. A new winner will also be selected in your place. Timelines for fulfilment of the playground upgrade will be discussed between the Promoter and the school. The Promoter will aim for fulfilment of the playground upgrade prize within 6 (six) months from the date of confirmation of acceptance of the playground upgrade prize by the school.
- (b) For the cash prize draw, winner will be randomly selected at end of each week within the campaign period and final verified winner will be contacted via direct message the week after the random draw has commenced. Once verified and contacted, winner will be announced publicly on radio & digital.
- 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 Competition.
- 11. **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 of the prize.
- 12. <u>Voucher Terms and Conditions</u>: To use the voucher, 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.

- 13. Prize Substitution: The Promoter may substitute prizes with similar prizes or with prizes which have a similar value.
- 14. <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.
- 15. <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.
- 16. <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.
- 17. 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.
- 18. <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.
- 19. 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.
- 20. <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.
- 21. <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.
- 22. **Questions:** Please contact 0860 072 756, or the Customer Care Line <u>consumercare@pioneerfoods.co.za</u> if you have any questions about this Competition.
- 23. Where to find these Terms: A copy of these Terms is available at https://www.sasko.co.za/ or https://wa.me/27687462356?text=Hi