

SASKO's Buy and Win (Easter) Campaign Competition: Terms and Conditions

Application and Promoters:

Please read the competition terms and conditions ("Terms") carefully.

These Terms apply to all persons entering the SASKO'S Buy and Win Competition ("the Competition") conducted by Essential Foods, a division of Pioneer Foods (Pty) Ltd. ("The Promoter"), Registration number 1993/000454/07, is a company incorporated in the Republic of South Africa and having its registered address at 1 Sportica Crescent, Tyger Valley, Bellville, 7530., 2196 and **MACHINE**, a Division of **MMS COMMUNICATIONS SA (PTY) LTD**: Registration number: 1976/001070/07 (Pty) situated at Silverstream Office Park, 10 Muswell Road, Bryanston, 2191, Johannesburg South Africa (collectively, "the Promoters").

Terms:

Instructions on how to enter the Competition, including all rules, mechanics, procedures, directions and prizes all form part of these Terms. If you take part in this competition, you expressly agree to be bound by these Terms & Conditions and accept that the Promoters' decision is final and that no correspondence will be entered into. Prizes are not transferable, substitutable, or exchangeable in any form and in particular cannot be exchanged for cash.

Eligibility:

The Competition is open to all citizens and legal residents of South Africa (provided that the participant is also a resident in South Africa at the time of winning and receiving any prize herein), who at the time of entering the Competition are over the age of 18 (eighteen) years, and are in possession of a valid South African Identity Document, or in the case of residents, a valid passport, and necessary residency permission.

Persons that are excluded from entering the Competition include any person who is a director, member, partner, employee or agent of, or consultant ("Associates") of the Promoters and/or PepsiCo Inc., or any other person who directly or indirectly controls, is employed by or is controlled by the Promoters, 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").

1. **Competition Duration:** The Competition will run from 28 March 2022 at 9 am and will end on 1st May 2022 at 00:00 ("Competition Duration").
2. **Draw Dates:** The winner's selection draw will be conducted on Thursday 12 May.
3. **Competition Entry Mechanic:** The customers need to go onto a store of their choice, purchase any SASKO Flour or bake mix product, follow the USSD dial string(*120*429#), follow the prompts, and enter the last 4 digits of the barcode. Winners must retain slips as proof of purchase.
4. **Winner Selection:** 20 winners will be randomly drawn by 12 May 2022 after the conclusion of competition round and will be contacted by Sasko South Africa via the cellphone number that they entered the USSD line with. Winners will have 48 (forty-eight) hours to respond to the direct message (which will be left via whatsapp or sms in the event that the cellphone was not answered). If the selected winners do not respond within the time provided, then they will be deemed to have forfeited and new winners will be selected in the same way as the first. A participant can only win once during the Competition Duration.

a. **Competition Winner Selection:**

- a. Participants have until midnight Sunday 1 May 2022 to enter the competition, thereafter all entries will be disqualified for this round.
- b. All entries will be collated, qualified, and put into an audited random draw on 12 May 2022.
- c. The winners for the competition will be announced on Monday 16 May 2022 via Sasko South Africa social media platforms (Facebook & Instagram).

5. **Prizes:** The following Prizes are up for grabs:

- a. **1 of 20 Home baking pantry prizes worth 15k each (each kit consists of SASKO Flour products, Safari Baking Products, Moirs baking products and Le Creuset Baking Utensils assorted, to the total retail value of R15000).**

Total Value of prize: R300 000

6. **Winner Verification and Prize Delivery:**

- a. Selected prize winners will be contacted by the Promoters via the cellphone number used to enter the USSD dialstring. Consumers will be required to answer the direct message left by the Promoters within 48 (forty-eight) hours, in the event that the initial phonecall was not answered. Selected winners will need to complete an audit verification process which includes a copy of their Identity Document/Passport and the sending of the tillslip which proves that the customer bought a SASKO flour or bake mix product.
- b. Once the audit verification has been completed, the selected winners will be declared winners and will be contacted by the Promoters to facilitate delivery/redemption of their prize to their address of choice within South Africa, within 3 (three) weeks or 15 (fifteen) working days from the end of the promotional period.
- c. A participant can only win once during the Competition Duration.
- d. If winners are unable to take delivery at the agreed upon date, time and location, they will be required, at their own cost and expense, to collect the prize from the Promoters' nearest distribution hub.
- e. If the Promoters are unable to get hold of the winner (s) used to submit the selected entry into the Competition, to complete the audit verification, they will keep trying for 48 (forty eight) hours before the selected winner (s) will be deemed to have forfeited the prize and a replacement/substitute winner is drawn in the same manner as the first.

7. **Invalid Entries:** Entries which are incomplete, unclear, submitted via an incorrect entry mechanism, submitted after the last day of entry or contain errors or false information, or are from Disqualified Persons will be declared invalid. The Promoters may refuse to award the prize if the Terms have not been adhered to or if the Promoters detect any irregularities or fraudulent practices.

8. **Defects:** The Promoters are not liable for any defect in the prizes.

9. **Prize Substitution:** The Promoters reserve the right to substitute prizes with any other prize of similar value.

10. **Voucher Terms and Conditions:** The use of vouchers is subject to the terms and conditions of that voucher. Vouchers are non-refundable and cannot be exchanged for cash in part or full. The Promoters are not responsible for the loss, destruction, or misuse of vouchers.
11. **Telecommunications Networks Terms and Conditions:** The use of data/data bundles or airtime is subject to the terms and conditions of each relevant network. This Competition is in no way sponsored, endorsed or administered by, or associated with any telecommunications network.
12. **Limitation of Liability:** To the maximum extent permitted by law, the participants, winners or users of the prizes indemnify and hold the Promoters, their advertising agencies, advisers and nominated agents and each of their affiliates blameless for any loss, damage, harm or injury, which the participants, prize winners or users of the prizes may sustain as a result of any claim which may be made against it by any third party. The participants, winners or users of the prizes indemnify the Promoters, their advertising agencies, advisers, nominated agents, suppliers, packagers, and Bottlers of beverages identified by the trademarks owned by or licensed to PepsiCo Inc., its affiliates and/or associated companies against any claim of any nature whatsoever arising out of and/or from their participation in any way in the Competition or their use of the prizes (including, as the result of any act or omission, whether negligent or otherwise on the part of the Promoters).
13. **Image Rights:** The Promoters may request the participants/winners to be identified and photographed and to make use of their competition entry content and to have the photographs and/or their competition entry content published in various media, including but not limited to print and web-based media, for purposes of the Competition and for marketing materials relating to the Competition, or to appear on radio and television, when accepting their prizes and/or after having received their prizes. The participants/winners may decline the publication of their images or participation in the Promoters' Competition marketing material by contacting the Promoters using the inquires contact details provided in these Terms.
14. **Transgressions:** Any attempt to damage or interfere with the social media pages and website used in connection with the Competition or the information on it, or to otherwise undermine the legitimate operation of the Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. The Promoters reserve the right (subject to applicable law) to disqualify and/or ban any individual who tampers with or attempts to subvert or interfere with the Competition website or entry process or prize retrieval process. Any participant who transgresses any of these terms and conditions or who acts in any way contrary to the spirit of this Competition may be banned from entry into this, or into any other Promoter or Simba or PepsiCo Inc. promotional competitions, for a period deemed appropriate by Promoter management.
15. **Cancellation and Amendment:** Promoters reserve the right to cancel or amend or alter the Competition and its Terms or prizes (not already awarded, to any other prize of comparable commercial value) at their own discretion at any time, if deemed necessary in their opinion and/or if circumstances arise outside of their control, without prior notice and no participant shall have recourse for such cancellation or alteration. Any changes will be posted either within the Competition information or these Terms shall become effective immediately after being altered or on such date as may be determined by the Promoters. No participant shall have any recourse against the Promoters as a result of the alterations of the Terms or prizes.

16. **Technical failures and Unauthorized intervention:** If for any reason the Competition is not capable of running as planned as a result of any technical failures, unauthorized intervention, computer virus, mobile network failure, social media site downtime, tampering, fraud or any other causes beyond the Promoters' control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Promoters reserve the right to cancel, terminate, modify or suspend the Competition and/or to disqualify and/or ban any individual who (whether directly or indirectly) causes (or has caused or has attempted to cause) the problem. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoters and which prevents the Promoters from complying with these Terms the Promoters will not be liable for any failure to perform or delay in performing its obligation.
17. **Non-Waiver of Terms:** A failure by the Promoters to enforce any one of the Terms in any instance(s) will not give rise to any claim or right of action by any participant or prize winner, nor shall it be deemed to be a waiver of any of the Promoters' rights in relation to the same.
18. **Legal Compliance:** All participants are advised that in compliance with the laws of the countries in which the Promoters operate, the Promoters are required to retain certain information (where applicable) of participants and winners for a period of 3 (three) years ("Personal Information"). Such Personal Information to be retained by the Promoters includes (but is not limited to) the full names, identity numbers, contact details and winners' acknowledgement of prize receipts. Accordingly, the Promoters will require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoters to ensure compliance with these rules, as well as with the South African Consumer Protection Act 68 of 2008 ("Consumer Act"). Should any participant and/or winner refuse or be unable to comply with this rule for any reason, such participant and/or winner will be deemed to have rejected the prizes and it shall revert back to the Promoters.
19. **Severability:** If any provision of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and shall not affect the validity or enforceability of any remaining provisions.
20. **Law and jurisdiction:** These Terms shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the High Court (Gauteng Local Division, Johannesburg) in respect of all matters arising out of or in connection with the Terms.
21. **Inquiries:** All queries in connection with this Competition should be directed to Malebo Maponya , lebo.maponya@thisismachine.co.za, herein the agency responsible for managing the competition on behalf of Sasko. Customer Care Line – 0860 - 072 - 756.
22. **Availability of these Terms:** A copy of these Terms is available at <https://sasko.co.za/about/>