Lipton Taste of Sunshine (Win a Car) Competition Pioneer Foods (Pty) Ltd Competition Terms and Conditions/Rules

- 1. <u>Application:</u> Please read the promotion terms and conditions ("Terms") carefully. These Terms apply to everyone participating in the Taste for Sunshine Competition. ("the Competition").
- 2. The Promoter: This Promotion is conducted by Pioneer Foods (PTY), situated Parc Du Cap Office Park, Building 5, 10 Willie Van School Avenue, Bellville. 7530("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. The promotional competition is open to all South African residents who are in possession of a valid South African identity document, passport, or document of proof of South African residency.
- 4. <u>Competition Period:</u> The competition will run from 23 September 2024 till 9th December 2024. Thereafter entries received after 9th December 2024 will not be valid.
- 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 of the 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.
- 6. <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").

7. How to enter:

 Buy any Lipton Ice Tea 200ml or 300ml or 500ml (single or pack) to enter from any Checkers, Checkers Hyper and Sixty60 nationally:

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PRODUCT NAME
Peach 200ml
Lemon 200ml
Rooibos 200ml
Peach 300ml
Lemon 300ml
Peach Sugar Free 300ml
Lemon Sugar Free 300ml
Tropical Mango 300ml
Mixed Berries 300ml
Rooibos 300ml
Peach 500ml
Lemon 500ml
Peach Sugar Free 500ml
Lemon Sugar Free 500ml
Tropical Mango 500ml
Mixed Berries 500ml
Rooibos 500ml

Scan the QR code on pack or point of sale or visit the promo website
 "www.winwithlipton.co.za"; or – enter via link on Lipton SA's Facebook Page, by navigating to
 Lipton's Facebook page clicking the link provided in the bio, and proceeding to submit the
 required details

- 3. Fill in your details and Competition details to enter (enter barcode).
- 4. You can enter as many times as you want, provided that you purchase a different participating Lipton Ice Tea product for each entry e.g.; 300ml + 500ml = 2 entries
- 5. Participants can enter only enter once a week per unique barcode.

8. Winner selection:

Smaller Prizes:

- a) Except for the Grand Prize (the car), the Promoter will select winners every week, throughout the duration of the Competition, by random draw, and as follows:
 - 5 winners per week (for 12 weeks, every Monday for the duration of the competition) for the GALXBOY vouchers.
- ii 5 winners per week (for 12 weeks, every Monday for the duration of the competition) for the Spotify 3-month subscription voucher
- b) Only participants that entered in the particular week can stand a chance to win a prize during that week.
- c) All valid entries will stand a chance to enter the Win A Car competition. Whether they have won a weekly prize or not. Should the winner not be contactable telephonically within 48 hours, the prize will be transferred to the next randomly selected entry.
- d) 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.
- The Promoter will not be liable for any losses caused by incorrect or inaccurate information supplied by winners.
- a) No cheques or physical cash will be issued.
- b) Promotional images are merely a representation of the prize.
- c) A person may not win more than one weekly prize, however, will still be in the running to win the grand prize (car) and make multiple entries towards the grand prize(car). 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.
- a) 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. Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

9. Prizes:

The prizes are as follows:

- a) 1 of 60 GALXBOY vouchers valued at R1000 each. Which will be won by competition entrants in a weekly random selection. GALXBOY vouchers will expire 11 June 2027.
- 1 of 60 Spotify 3-month subscription vouchers valued at R190 each. Spotify expiry date ranges from 5 July 2027 – 11 July 2027..

c) The Grand Prize (Car):

- i. The Grand Prize is 1(one) Audi A3 Sportback 35 TFSI 110kW Urban.
- The draw will be done in the presence of an external auditor, appointed by "The Promoter" on the 10th of December 2024.
- iii. The draw date for the **Grand Prize** will be on the 10th of December 2024.
- iv. No substitution or re-assignment of the car is permitted.
- v. The Promoter reserves the right to substitute the car with any other prize of similar economic value at any time.
- vi. The car will be handed over to the winner only if all details provided by the winner are factually correct and the requested supporting documentation is presented to the Promoter within the time stipulated by the Promoter.
- vii. The winner must be available for the official car handover.

- viii. The winner will need to collect the car from the dealership. Should the winner be in a different province to the dealership, "The Promoter" will be responsible for transporting only the winner to the dealership for the car prize collection.
- ix. The car will be handed over by the appointed auditor and a brand representative at the dealership.
- x. Winner will accept the car model, colour and features as is and no further negotiation will be entered in to.
- xi. The winner will accept and use the car at their own risk. The Promoter and its agencies/entities, affiliates, customers, the dealership, or any other entities involved in this Competition cannot be held liable for any accident, injury, or loss of property experienced because of winning, accepting and/or using the prize.
- xii. The winner will be selected by random draw, selected from all qualifying entrants who have been entered in the draw. The draw will be supervised by an independent auditor.
- xiii. The car prize does not include fuel, car insurance, or any licensing, registration fees or registration support from the Promoter. The Promoter is not responsible for any maintenance of the car, including service, parts replacement, or repair or any other expense which may relate to the car, the winning of the car or the use of the car.
- xiv. Any taxes, tax implications or costs are for the sole responsibility of the winner.
- d) You may not ask for your prize to be exchanged for cash.

Draw Dates:

<u>Draw Number</u>	<u>Date</u>	GXB voucher Qty	Spotify Voucher Qty	Audi A3 Qty
1	30-Sep-24	5	5	
2	07-Oct-24	5	5	
3	14-Oct-24	5	5	
4	21-Oct-24	5	5	
5	28-Oct-24	5	5	
6	04-Nov-24	5	5	
7	11-Nov-24	5	5	
8	18-Nov-24	5	5	
9	25-Nov-24	5	5	
10	02-Dec-24	5	5	
11	10-Dec-24	10	10	1

10. 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.

11. 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.

12. 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 value of the prize.

- 13. <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 Promotion, even were arising from negligent acts or omissions of the Promoter.
- 14. <u>Voucher and Merchandise 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. Voucher/ voucher codes will not be resent.
- 15. <u>Publicity:</u> The Promoters may request the entrants to be identified and photographed and to have the photographs published in various media, including but not limited to print and web-based media, or to appear on radio and television, when accepting their prizes, after having received their prizes or for the Promoters' marketing material. No fee will be payable. All intellectual property in the images or Competition footage vests in PepsiCo South Africa. The winners will however be given the opportunity to decline the publication of their images or participation in the Promoter's marketing material.
- 16. 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.
- 17. <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.
- 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. <u>Consumer Protection Act:</u> 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 the Customer Care Line 021 974 4000. If you have any questions about this Competition.
- 23. Where to find these terms: A copy of these Terms is available at www.winwithlipton.co.za.