

## SA's Biggest Breakfast

### Pioneer Foods (Pty) Limited and Pioneer Foods Groceries (Pty) Limited – Competition Terms and Conditions/Rules

- Application:** Please read the competition terms and conditions ("**Terms**") carefully. These Terms apply to everyone entering the PepsiCo SA's Biggest Breakfast Competition ("**the Competition**").
- The Promoter:** This Competition is conducted by [PepsiCo South Africa/Pioneer Foods/Pioneer Foods Groceries, subsidiaries of PepsiCo Inc., situated at **Parc Du Cap Office Park (Building 5)**, 10 Willie Van Schoor Avenue, Bellville, 7530, Cape Town, Western Cape, South Africa Republic of South Africa ("**the Promoter**").
- Terms:** 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.
- Competition Period:** The Competition will start on 07 October 2024 and will end on 30 November 2024.
- 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). If you are under the age of 18, you need consent from your guardian to enter the Competition.

**People who may not enter the Competition:** Any person who is younger than 18 years old and 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").

#### **Participating Products:**

<b>Future Life</b>	<b>Weet- Bix</b>	<b>White Star Instant Porridge</b>
Futurelife Smartfood Original 20x500g	Weet- Bix Original: 1x187g	White Star Instant Porridge Strawberry:1x1kg
Futurelife Smartfood Choc 20x500g	Weet-Bix Original: 1x450g	White Star Instant Porridge Chocolate: 1x1kg
Futurelife Smartfood Banana 20x500g	Weet- Bix Original: 1x900g	White Star Instant Porridge Vanilla: 1x1kg
Futurelife Smartfood Strawberry 20x500g	Weet -Bix Original:1x1.35kg	White Star Instant Porridge Banana:1x1kg
Futurelife Smartfood Original 12x300g	Weet – Bix Coca: 1x375g	White Star Instant Porridge Original: 1x1kg

Futurelife Smartfood Original 12x1.250kg	Weet-Bix Banana: 1x375g	White Star Instant Porridge Strawberry:1x2kg
Futurelife Smartfood Banana 12x1.250kg	Weet-Bix Strawberry: 1x375g	White Star Instant Porridge Chocolate:1x2kg
Futurelife Smartfood Chocolate 12x1.250kg		White Star Instant Porridge Vanilla: 1x2kg
Futurelife Smartfood Strawberry 12x1.250kg		White Star Instant Porridge Banana:1x2kg
Futurelife Zero Original 10x500g		White Star Instant Porridge Original:1x2kg
Futurelife Zero Apple Berry 10x500g		
Futurelife Smartfood Original 12x750g		
Futurelife Smartfood Choc 12x750g		
Futurelife Smartfood Banana 12x750g		
Futurelife Smartfood Strawberry 12x750g		
Futurelife Smartfood Wholewheat Original 20x500g		
Smart Food Peanut Butter 20x500g		
Zero Smart Food Original 12x1,25kg		

6. **How to Enter:** To participate in this Competition, participants must adhere to the following for a chance to WIN\* one of the available rewards:
- a) Purchase any 2 of the participating products within the competition period in-store from any Checkers, Checkers Hyper or any Shoprite store nationwide or via the Sixty60 app to stand a one (1) in five (5) chance of winning one of the available rewards.
  - b) Send a WhatsApp message directly to **+27 72 904 2524**. Follow the instructions to upload proof of purchase of the participating products (fill slip or tax invoice).
  - c) Entry validations will be completed within 24 working hours (Monday to Friday, excluding weekends and public holidays).
  - d) Once validations have been completed, participants' entries will result in one of the three possible outcomes as outlined below. Participants will receive an SMS which will communicate the result of their entry:
    - i. An approved entry which is a lucky winner of one of the available rewards vouchers. These participants will receive an SMS with their voucher code, instructions on how to redeem their voucher, the expiry date of the voucher and reference to these Terms.
    - ii. An approved entry but is not a lucky winner of a reward. These participants will receive an SMS explaining that their entry was not selected as a lucky winner.
    - iii. An invalid entry which does not meet the criteria set out in the eligibility terms (mentioned in section five above) or in the invalid entries provisions (under section 10 below). These participants will receive an SMS explaining that their entry was invalid as it did not meet the eligibility criteria for this campaign.

7. **Winner Selection:**

- (a) Every fifth approved entry made on the designated WhatsApp platform will be selected as a winner to receive one of the available rewards, of which will be selected via an integrated computer-generated algorithm.
- (b) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

8. **Prizes:** Participants in this Competition stands a chance to win one of the following rewards:

**Participants will qualify for one of the rewards from the list of available options:**

- (a) R50 Airtime.
- (b) R100 Uniq (Fashion voucher).
- (c) 1 Month Showmax Subscription.

You may not ask for your prize to be exchanged for another prize or for cash.

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

Winners will be contacted via SMS, with their voucher code and instructions on how to redeem their voucher, including the expiry date of the voucher and a reference to these Terms.

- a) To redeem your R50 Airtime voucher, dial \*120\*120120\*01\*PIN# (Pin provided in SMS). Follow the prompts on the USSD for the airtime to be loaded onto your mobile phone.
- b) To redeem your R100 Uniq voucher, visit the Uniq store and present the voucher (Wicode) at the till when purchasing.
- c) To redeem your 1-month Showmax mobile subscription voucher, click on the Flash link provided via SMS, copy your voucher code. Go to your Showmax account click on the "select voucher or promo code" option and enter voucher code and select redeem.

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. **Voucher Terms and Conditions:** To use a voucher won in this Competition, you must follow the terms and conditions which are on the voucher.

- a) Rewards are valid for 1(one) month from date of redemption.
- b) The voucher excludes delivery fees that may be applicable.
- c) Only one voucher may be redeemed per purchase.
- d) Customer is responsible for any additional amounts that may arise when using this voucher.
- e) The Promoter is not responsible for the loss, damage, or misuse of the voucher.
- f) Vouchers are non-refundable and cannot be exchanged for cash.
- g) Voucher codes will not be re-sent.
- h) Reward partner's terms and conditions apply to all rewards issued to Participants.
- i) Standard data rates apply.

13. **Prize Substitution:** The Promoter may substitute prizes with similar prizes or with prizes which have a similar value.

14. **Indemnity:** 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. **Publicity:** The Promoter may ask you to be identified and photographed and to have the photographs 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 related to the Competition, without any payment to you. You agree that the Promoter owns all Intellectual Property Rights in publicity and publicity materials; the entry and entry materials, and may use these at its absolute discretion. Where the Promoter may not by law own the Intellectual Property Rights as described here, then you confirm the grant by you to the Promoter of a worldwide, non-exclusive, royalty free license in the Intellectual Property Rights in the Competition entry and publicity materials, so that the Promoter shall be entitled to use the publicity materials and the entry materials in any and all media at no cost to the Promoter.
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. **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. **Technical failures and Unauthorized intervention:** 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. **Data Privacy:** 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](mailto: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 and its affiliates. 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 shall 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. **Law and jurisdiction:** 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 us at [pepsico@tclrewards.com](mailto:pepsico@tclrewards.com) between 08:30 and 16:30 Monday to Friday if you have any questions about this Competition.
23. **Where to find these Terms:** A copy of these Terms is available at [www.sabiggestbreakfast.com](http://www.sabiggestbreakfast.com)