

SIMBA TACTICAL XTRA SAVINGS COMPETITION TERMS & CONDITIONS

1. The promoter is PepsiCo South Africa (Pty) Limited a subsidiary of PepsiCo Inc., situated Andre Greyvenstein Avenue, Isando, 1600, Johannesburg (“the Promoter”).
2. The promotional competition is open to all South African residents in possession of a valid identity document, except any director, member, partner, employee, agent or consultant of the Promoter, the marketing service providers or any person who directly or indirectly controls or is controlled by these entities, including their spouses, life partners, business partners or immediate family members.
3. Any participant under the age of 18 years must be fully assisted by his/her guardian, who approves of and consents to the participant’s participation in the competition and the participant’s receipt/possession of the prize.
4. This promotional competition is open from 3 June 2024 and ends at midnight on 7 July 2024. Any entries received after the closing date will not be considered.
5. To enter, participants will be required to:
 - 5.1 Buy any 2 Simba 120 g packs from Checkers stores in South Africa.
 - 5.2 Swipe their Xtra Savings card.
6. Participants must keep their till slip as proof of purchase.
7. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase.
8. The prizes are:
 - 8.1 1 of 5 x Portable charcoal braais valued at R3000 each.
 - 8.2 1 of 15 x shopping vouchers valued at R1000 each.
 - 8.3 Winners are selected via random draw.
9. Risk and benefit will pass to the winner upon collection of the prize. The winners will be responsible to pay all maintenance and repair costs relating to the prize, and any required insurance.
10. Any prize not taken up for any reason within two months of notification will be forfeited.
11. Expiry dates can be found on the actual voucher.
12. All winners will be required to provide their names, ID numbers and contact details and to sign an acknowledgment of receipt of the prize.
13. Winners will be selected by means of a random draw 4 weeks post campaign and will be notified telephonically where the winner will be required to verify their details. The Promoter (or their agent) will endeavor to contact the prize winner once every day for 5 consecutive working days after their name is drawn. If the prize winner cannot be contacted during this period, the prize will be forfeited, and another winner will be selected in accordance with the rules.
14. The prize includes delivery and winners will be required to provide the promoter with a valid day time delivery address to enable delivery.

15. A copy of these rules can be found on the following website www.checkers.co.za throughout the period of the competition.
16. The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter.
17. Failure to claim the prize or a refusal or inability to comply herewith these requirements within 2 months will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
18. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy.
19. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
20. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
21. The Promoter shall not be responsible for any loss of or damage to physical prizes incurred during transportation and delivery to the winner.
22. Responsibility is not accepted for entries lost, damaged or delayed because of any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
23. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
24. No applications from agents, third parties, organized groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
25. **NOTE:** Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
25. The prize is not exchangeable for cash and is not transferrable.
26. The Promoter reserves the right to use the images taken of the winner for publicity purposes in any manner they deem fit, without remuneration being made payable to the winner. However, the

winner has the right to object to these images being used by written notification to the Promoter at 144 Oxford Road, Rosebank, Johannesburg Att : Legal Department.

27. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
28. In the event that the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
29. Neither the Promoter, its agents, its associated companies, nor any directors, officers, or employees of such, shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from any cause whatsoever, which may be suffered by the participant.
30. The judges' decision is final, and no correspondence will be entered into.
31. This promotional competition is in no way sponsored, endorsed or administered by, or associated with Telkom, MTN, Vodacom and Cell C or any telecommunications or cellphone network or entity.
32. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
33. **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 .

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.