SPEKKO [™] 2024 7 Days 7 Ways 7 Week Competition

SPEKKO[™]– Competition Terms and Conditions/Rules

- 1. **Application**: Please read the competition terms and conditions ("**Terms**") carefully. These Terms apply to everyone entering the SPEKKO ™ 2024 7 Days 7 Ways 7 Week Competition ("**the Competition**").
- 2. **The Promoter**: This Competition is conducted by Pioneer Foods (Pty) Limited, situated Parc Du Cap Office Park, Building 5, 10 Willie van Schoor Avenue, Bellville, 7530 ("the Promoter").
- 3. **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.
- 4. **Competition Period**: The Competition will start on 28 October 2024 at 00:01 and will end on 16 December 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 becoming eligible to receive any prize in the Competition. You must be 18 (eighteen) years or older to enter this Competition and have a valid identity document, or a valid passport, and valid residency permission (if applicable).
- 6. People who may not enter the Competition: Any person who is a director, contractor employee or can be considered a member of staff of, of the Promoter and its affiliated and related entities ("Associates") and immediate family members of Associates, and the Promoter's advertising agencies or service providers involved in the delivery of the ("Disqualified Persons").
- 7. How to Enter: To enter, you must purchase any Spekko product in store at any Shoprite, Checkers, Checkers Hyper store nationwide or via the Sixty60 app, and scan the QR code on the promotional material. Consumers can also enter directly via the competition link: https://wa.me/27742512542?text=Spekko or send "Hi" to our WhatsApp number: 074 251 2542. Consumer will need to share their Spekko inspired meals with each entry. All entries will need to have a Spekko pack next to their inspired meal. Each entry will have to feature a different Spekko inspired meal.

8. Winner Selection:

- (a) Entries will be entered into a draw and each week, for the duration of the Competition,
 7 winners will be selected to win R7000 in cash for 7 weeks. In total, 49 winners, each winning R7000 will be selected.
- (b) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the decision is final.
- (c) Cash prize winners will be notified via telephone within one week of the draw. The Promoter will endeavour to contact the prize winners on the telephone number provided. If, however, they cannot be reached after 6 attempts have been made during business hours within a period of 72 hours for any reason whatsoever, the prize will be forfeited, and another winner will be selected in accordance with the competition rules.
- (d) Cash Winner Prize Payment: All winners will be contacted and will be required to present their valid identity document or passport, till slip or Tax Invoice under which the Spekko[™] product was bought, verified bank account letter and sign an indemnity

form (if required). Failure or refusal to provide the above will disqualify the winner and a new winner may be drawn in their place at the sole discretion of the Promoter.

Cash payments will be made via bank transfer within 1 week of successful winner verification.

(e) Unless the Consumer Protection Act (Act 68 of 2008) or any similar, applicable legislation, specifies differently, the judge's decision is final.

9. Prizes:

- (a) Entrants stand a chance to win their share of R343 000 in total cash prizes weekly.
 - i. Seven (7) x R7,000 cash winner will be drawn at the end of each week via a technology enabled draw tool.
 - ii. Valid entries with a visible Spekko Inspired meal and with a Spekko pack on the image will stand a chance to be in the draws.
- (b) You may not ask for your prize to be exchanged for another prize.
- 10. Winner Verification and Prize Delivery: The prize is not transferable. The Promoter expressly allow a maximum period of 30 days from date that a winner is identified for the completion of all requirements detailed hereunder for the identified winner to comply with and receive the benefit of the prize to include availability to the Promoter of the till slip or Tax Invoice, identification documentation and in the case of case prizes validated bank details for the individual identified. Failure to enable delivery of the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner may be drawn in their place at the sole discretion of the Promoter.
- 11. **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.
- 12. **Defects**: The Promoter is not responsible for defects in the prizes. The Promoter's total aggregate liability to you will not exceed the financial value of the prize as detailed hereunder.
- 13. **Prize Terms and Conditions**: The Promoter is not responsible for the loss, damage, or misuse of the cash prize.
- 14. **Prize Substitution**: The Promoter may substitute prizes with similar prizes or with prizes which have a similar value.
- 15. **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.
- 16. **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, without any payment to you. You may decline this request.
 - (a) In addition and in participating in the Competition you provide the Promoter with consent for the Promoter to tag all winners, using your social handle on the Competition post/s on Spekko's Facebook and Instagram page, every week on Friday from the 8th of November 2024 until the 20th of December 2024
- 17. **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.

- 18. **Cancellation and Changes**: The Promoter may cancel or make changes to the Competition, the Terms or prizes at any time, in the Promoter's sole and absolute discretion for whatever reason. Any changes will be posted either within the Competition information or these Terms and will become effective immediately after being made available or on a date so identified by the Promoter. You will not have any claim against the Promoter because of the changes in the Terms or the prizes.
- 19. **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.
- 20. **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.
- 21. 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 regulations and the Promoter's or 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.
- 22. Law and jurisdiction: These Terms are governed by the laws of South Africa. You consent to the non-exclusive jurisdiction of the High Court (Western Cape Local Division, Johannesburg) for all matters which are connected to these Terms.
- 23. **Questions**: Please contact [0800 212 360], or the Customer Care Line [consumercare@pionerfoods.co.za] if you have any questions about this Competition.
- 24. Where to find these Terms: A copy of these Terms is available at https://www.spekkorice.co.za/