

## **BOKOMO Celebrate Your Kind of Bokomo Breakfast**

### **Pioneer Foods Competition Terms and Conditions/Rules**

1. **Application:** Please read the competition terms and conditions (“**Terms**”) carefully. These Terms apply to everyone entering the Bokomo Celebrate Your Kind of Breakfast and Stand a Chance to Win Competition (“**the Competition**”).
2. **The Promoter:** This Competition is conducted by Pioneer Foods (Registration number 1957/000634/07), a wholly owned subsidiary of PepsiCo Inc. situated at Glacier Place, 1 Sportica Crescent, Tyger Valley, 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 **29 April 2024 at 00:01** and will end on **31 July 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 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, a South African bank account *or potential access to one* and necessary residency permission).

**People who may not enter the Competition:** 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**”).

6. **How to Enter:** (i) Purchase any two participating BOKOMO Oats products, (ii) upload a copy of your till slip to the WhatsApp line (+27 73 790 7146) and follow the prompts to enter your details, play to stand a chance to win.
7. **Participating Products:**
  - BOKOMO INSTANT OATS VANILLA 500 g
  - BOKOMO INSTANT OATS STRAWBERRY 500 g
  - BOKOMO INSTANT OATS CHOCOLATE 500 g
  - BOKOMO INSTANT OATS CARAMELISED BANANA 500 g
  - BOKOMO TRADITIONAL OATS 200 g
  - BOKOMO TRADITIONAL OATS 500g bag

- BOKOMO OATS 1 KG (BAG)
- BOKOMO OATS 1 KG (BOX)

8. **Winner Selection:**

- Valid entries will be entered into an instant prize draw to stand a chance to win your share of R1 000 000 (One Million Rand). Winners will be selected via an automated random algorithm on the WhatsApp entry platform.
- Grand prize winners will be selected at the end of the Competition Period on 5 August 2024.
- Where the prize is not money, a winner may not ask for the prize to be exchanged for cash. A winner may not exchange a prize for another prize.
- The Promoter will not be responsible for any other expenses, costs, or taxes which the winner may incur as a result of acceptance or use of the prize.
- Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

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

- Instant Prize
  - If you are an instant prize winner, you will be sent a SMS with a unique code and link to the redemption platform to claim the prize.
  - You will be required to log in to the redemption platform (USSD) and enter in the unique code found in your winning SMS and follow the prompts to claim your prize.
  - The instant prize will be delivered to your mobile device for you to use at the participating prize partner. Airtime and data will be loaded directly onto your mobile number.
- Grand Prize winners will be paid via EFT
  - Winners will be required to provide a copy of their ID and a bank stamped letter confirming their bank account in order for the cash payment to be made into their bank account.
  - Winners will be paid on or before 16 August 2024

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. **Prizes:**

- Instant Prizes:** Instant prizes on offer total 12 535 (twelve thousand five hundred and thirty- five), broken down as follows:
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REWARD	VALUE	VOLUME	TOTAL REWARD VALUE
Choice: PnP, Shoprite/Checkers, SPAR	R 100.00	2 000	R 200 000.00
Choice: PnP, Shoprite/Checkers, SPAR	R 500.00	500	R 250 000.00

Airtime – R20	R 20.00	4 585	R 91 700.00
Airtime – R50	R 50.00	2 200	R 110 000.00
Airtime – R100	R 100.00	1 000	R 100 000.00
Data – 500mb	R 68.00	2 000	R 136 000.00
Data – 1GB	R 82.00	150	R 12 300.00
Kitchen and BOKOMO Products (Ringfenced Takealot.com Coupon)	R1 000.00	100	R 100 000.00

(b) **Grand Prizes:** Grand prizes on offer will total R750 000 (Seventy -Five Thousand Rand).

There will be three grand prizes winners, broken down as follows:

Prize	Denomination	Quantity
Cash	R 25 000,00	3,00

## 12. Instant Prizes

(a) Winners will not be permitted to select alternative prizes or denominations of prizes, all prizes are predetermined and prizes are not transferable and may not be exchanged for other prizes.

(b) The instant prizes are as follows:

### i. Groceries

1. Winners of the grocery prize will be given the option to choose between one of the three grocery prize vouchers on offer; Shoprite/Checkers, Pick n Pay or SPAR.
2. Winners will be required to adhere to the terms and conditions of the grocery voucher that they selected.
3. **Shoprite/Checkers:** The voucher entitles the Consumer to Shoprite or Checker vouchers up to the maximum value of R100 (one hundred Rand) or R500 (five hundred Rand), with the following conditions:
  - a. The voucher is valid for 36 (thirty-six) months from date of issue.
  - b. The voucher cannot be exchanged for cash or credit.
  - c. The voucher cannot be replaced if lost or stolen.
  - d. The voucher will not expire until the full value is redeemed or date after three years after the date of issue, whichever occurs first.
  - e. The voucher may be transferred to an existing or new Shoprite Checkers Gift Card.
  - f. Consumers cannot draw cash from their card, and it will be closed on the expiry date and the value remaining in the card will not be refunded to the Consumer. We may choose to revoke the Consumer's card at any time.
  - g. The bearer of the gift card will be deemed to be the bona fide owner of such card.

- h. The voucher can be used at any Shoprite or Checkers nationwide and winners must ensure it is utilised within the validity period.
  - i. The Consumer Protection Act legislates a validity period of three years for gift cards and vouchers. Only the person whose signature is on the card can use it. The Consumer signs their card in ink as soon as you receive it. The Consumers card must be cut in half once the funds have been spent or after the expiry date. Consumers will not be sent any correspondence or statements. We will always be the owner of the card. We reserve the right to limit the number of cards you may purchase.
  - j. Consumers will not be able to use the card and voucher to purchase goods or services over the telephone or Internet.
  - k. When the Consumer uses their voucher, they must sign a transaction slip. When the Consumers uses their card and voucher, we will process the transaction against their available card balance.
  - l. No warranties, purchase protection, insurance, other promises, or services are provided. Once the Consumer has paid, they cannot stop payment of the transaction. Consumers are responsible for keeping track of the transactions on their card. The Card will not have a PIN.
4. **Pick n Pay:** The voucher entitles the Consumer to a Pick n Pay voucher up to the maximum value of R100 (one hundred Rand) or R500 (five hundred Rand), with the following conditions:
- a. The Pick n Pay digital grocery voucher is governed by the following terms and conditions:
  - b. The voucher is valid for 12 (twelve) months from date of issue.
  - c. The Pick n Pay digital grocery voucher is exchangeable for merchandise at all Pick n Pay retail outlets, excluding all liquor and tobacco related products.
  - d. Misuse of this voucher, which shall be determined in Pick n Pay's sole discretion, constitutes fraud.
  - e. Pick n Pay digital grocery vouchers can be used as a valid tender on all products and services in-store, excluding all liquor and tobacco related products.
  - f. Each Pick n Pay digital grocery voucher will have a unique code and can be used multiple times i.e., until all the funds on the voucher has been spent.
  - g. Pick n Pay digital grocery voucher can only be used as tender in-store at the point of sale.
  - h. The Pick n Pay digital grocery voucher may not be redeemed for cash and no credit balance will be given as cash.

- i. Pick n Pay digital grocery vouchers can be purchased in-store with any valid tender.
  - j. The digital grocery voucher is cash and if lost, stolen, sent to the incorrect person or the till slip fades, it is the customer's responsibility and Pick n Pay will not be liable for any loss suffered.
5. **SPAR:** Winners who select the SPAR grocery voucher will be given the prize in the form of ABSA CashSend to draw and use at a SPAR store of their choice. The ABSA CashSend entitles the Consumer to a cash prize up to the maximum value of R100 (one hundred Rand) or R500 (five hundred Rand), with the following conditions:
- a. The winner is to proceed with the following redemption steps:
  - b. Qualifying winners will be sent an ABSA branded SMS with a 10 (ten) digit ABSA PIN code.
  - c. The qualifying winner will then also receive a second SMS with a 6 (six) digit PIN code and the value of the prize.
  - d. To claim the cash prize, winner will need to go to an ABSA ATM (ABSA Cash Expresses and other banks and their ATMs are not included).
  - e. At the ABSA ATM, the winner will need to choose the CashSend option on the screen, enter in the 10 (ten) digit code found in the first SMS and click proceed/ continue/ enter.
  - f. Then enter the 6 (six) digit code PIN code found in the second SMS and click proceed/ continue/enter.
  - g. After entering the full value of the prize at the ATM, the ATM will give you your money with a receipt.
  - h. If the winner does not withdraw the full amount, they will forfeit the rest of their prize.
  - i. The CashSend must be redeemed within 30 (thirty) days of receiving the ABSA CashSend SMSs. If the CashSend is not claimed within 30 (thirty) days of receiving the ABSA CashSend SMSs, the Participant will forfeit their prize.
  - j. Only one redemption per 10 (ten) digits is allowed. If the full amount of the CashSend is not claimed in the first withdrawal, the remaining value will be forfeited.
  - k. For any problems in redeeming the cash prize at the ATM, the winner can call the ABSA helpline on 0860 111 123.
  - l. The winner does not have to bank with ABSA in order to redeem this prize. It is a card-less process which works on the PIN codes which will be sent to the winner.
  - m. If for any reason an ABSA ATM does not have relevant cash notes available, the winner will have to try another ABSA ATM to withdraw the cash prize.

## ii. Airtime and Data

1. **AIRTIME:** The airtime voucher entitles the winner to an airtime voucher or network provider equivalent that can be used on a selected mobile number to the maximum value of R20, R50 or R100, with the following conditions.
  2. The airtime voucher can be used on any Cell C, MTN, Telkom Mobile or Vodacom mobile number.
  3. Airtime will be loaded directly onto the winner's mobile number once selected.
  4. Postpaid contracts that do not allow top ups and any other networks are excluded.
  5. Airtime is active as it is loaded directly to the MSISDN until it is depleted.
  6. **DATA:** The data voucher entitles the winner to 500mb and 1GB data voucher or network provider equivalent with the following terms and conditions.
  7. The data voucher can be used on any Cell C, MTN, Telkom Mobile or Vodacom mobile number.
  8. Data will be loaded directly onto the winner's mobile number once selected.
  9. Data is valid for 30 (thirty) days once data is loaded.
- (c) Kitchen and BOKOMO Products: Winners of the Kitchen and BOKOMO prize will be issued a Takealot.com Coupon. The Takealot.com coupon will be ringfenced to the Kitchen category on the Takealot.com website as well as BOKOMO products available on the Takelaot.com website. The winner may only purchase products within those two categories category. No other product will be eligible for purchase on the Takealot.com website using the Takealot.com coupon.
- i. The Coupon entitles the Consumer to a takealot.com up to the maximum value of R1000 (one thousand Rand) with the following conditions.
  - ii. The Coupon is valid until 30 September 2024.
  - iii. Each Coupon can only be used once.
  - iv. Only one Coupon can be used per order.
  - v. Only one Coupon used on the website per person per promotion/campaign.
  - vi. A Coupon must be used at check-out – it cannot be used later on existing orders.
  - vii. The value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by the customer.
  - viii. Coupons cannot be used to buy a gift Coupon or exchanged for any other Coupon's and cannot be exchanged or refunded for cash or credit or transferred. **Takealot.com is not responsible for any harm due to the loss, unauthorized use or distribution of a Coupon.**
  - ix. If for any reason a Coupon does not reflect in the final amount due from you at check- out, please get in touch with the support team via the help page on the takealot.com website, to confirm if the Coupon is still valid. If

takealot.com confirms that the Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Coupon, or you can use the Coupon on your next order within the limitations of the specific Coupon's terms and conditions.

- x. You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by takealot.com before you are able to use the Coupon.
  - xi. This incentive/promotion is in no way sponsored, endorsed or administered by, or associated with takealot.com. Coupons are subject to takealot.com's standard terms & conditions as at <https://www.takealot.com/help/promotional-codes-tcs>
13. **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.
  14. **Voucher Terms and Conditions**: To use the voucher, you must follow the voucher terms and conditions. Vouchers are non-refundable and cannot be exchanged for cash. The Promoter is not responsible for the loss, damage, or misuse of the voucher as vouchers will not be re-issued.
  15. **Prize Substitution**: The Promoter may substitute prizes with similar prizes or with prizes which have a similar value.
  16. **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.
  17. **Publicity**: The Promoter may ask you to be identified, recorded or photographed and to have the photographs or recordings 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.
  18. **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.
  19. **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.

20. **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, you downloading any materials in this Competition, and for vouchers or entries that are lost, damaged, or delayed. Voucher codes will not be resent, and no replacement voucher codes will be issued.
21. **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.
22. **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. 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.
23. **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.
24. **Questions:** Please contact 0800 212 360 or the Customer Care Line – [consumercare@pioneerfoods.co.za](mailto:consumercare@pioneerfoods.co.za) if you have any questions about this Competition.
25. **Where to find these Terms:** A copy of these Terms is available at <https://bokomo.co.za/>