

JACOBS NATIONAL PROMOTIONAL BTL CAMPAIGN COMPETITION

Competition Terms and Conditions/Rules

1. **Application:** Please read the competition terms and conditions ("**Terms**") carefully. These Terms apply to everyone entering the Jacobs National Promotion BTL Campaign Competition ("**the Competition**").
2. **The Promoter:** This Competition is This competition is promoted by Jacobs Douwe Egberts ZA (PTY) LTD. 6724 The Woodlands Office Park, Woodlands Dr 20, Johannesburg 2191, South Africa
1. **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 1 March at 00:00 and will end on 30 April at 00:00. No entries received after 23:59:59 30 April 2024 will be considered.

2. **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)¹. 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:

- a. Any person who is a director, member, partner, employee or agent of, or consultant ("Associates") of the Promoter Jacobs Douwe Egberts, 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").
- b. This Competition is limited to legal residents and/or citizens of South Africa. In addition, the following people shall not be eligible to participate in this Competition:
People who are not legal residents and/or legal citizens of the Republic of South Africa.
Persons under the age of 18 years.

How to Enter:

To participate in this Competition, Participants must adhere to the following:

1. Participants are required to purchase any 2 Jacobs branded Products as defined in the below table (*excluding single sticks) at any store nationwide in the Republic of South Africa to enter the competition
 2. The consumer has to submit a clear image of their till slip which includes the date and send to *120*429# to enter. This will lead them to a Whatsapp bot. Firstly they will have to agree to the T&C's and opt-in and then follow the prompts. Once this is done, they will get a confirmation message that they have entered the competition.
 3. Entry costs are as per user's standard WhatsApp data usage
 4. Participants may enter the competition as many times as they wish over the promotional period, provided that participants purchase the two participating products each time and complete the competition entry and enter a new till slip (proof of purchase).
 5. Participants are required to keep their till slip as proof of purchase to constitute a valid entry.
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6. All entries from disqualified participants' mobile numbers will be rejected.
7. Only one prize per household and per person.
8. No computer-based entries will be accepted.
9. Any mobile number that enters an invalid till slip five (5) times in succession will be locked out of the Competition for the entire duration of the promotional competition ("Blocked Participants").
Blocked Participants have an opportunity to call the Jacobs Competition Call Centre on 011 215 7140 between 08h30 - 16h30 Monday to Friday should there be a valid reason, which is accepted by the Promoter, for the Blocked Participants to be allowed to enter the Competition

3. Winner Selection:

- (a) The winner will be selected randomly from the database of entrants. Entries will be automatically generated within a digital platform that enables a randomized selection of competition entries.
- (b) The winner will be drawn via random draw on a weekly basis utilising a CPA approved system.
- (c) The system is 100% competition approved.
- (d) The draw is fully automated and works through the system which has been signed off by the competition commission.

The winner/s will be emailed to inform them of their prize, if the promoter does not get a response within 10 days, the promoter will attempt to contact the winner/s by cell phone. If after two days, no contact has been made, another winner will be selected.

- (e) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

4. Dates of the prize draws:

(a) iPhone : (2 X iPhones to be given away every week)

- i. Week 1: 8 March 2024 2 x iPhones
- ii. Week 2: 15 March 2024 2 x iPhones
- iii. Week 3: 22 March 2024 2 x iPhones
- iv. Week 4: 29 March 2024 2 x iPhones
- v. Week 5: 5 April 2024 2 x iPhones
- vi. Week 6: 12 April 2024 2 x iPhones
- vii. Week 7: 19 April 2024 2 x iPhones
- viii. Week 8: 26 April 2024 2 x iPhones
- ix. Week 9: 30 April 2024 4 x iPhones

(b) Takealot Vouchers (13 x Takealot Vouchers given away every week)

- i. Week 1: 8 March 2024 13 x Takealot Vouchers
- ii. Week 2: 15 March 2024 13 x Takealot Vouchers
- iii. Week 3: 22 March 2024 13 x Takealot Vouchers
- iv. Week 4: 29 March 2024 13 x Takealot Vouchers
- v. Week 5: 5 April 2024 13 x Takealot Vouchers
- vi. Week 6: 12 April 2024 13 x Takealot Vouchers
- vii. Week 7: 19 April 2024 13 x Takealot Vouchers
- viii. Week 8: 26 April 2024 13 x Takealot Vouchers
- ix. Week 9: 30 April 2024 (14 x Takealot Vouchers will be given away this week)

(c) LeCruset Kettles (3 x LeCruset Kettles given away every week)

- i. Week 1: 8 March 2024 3 x LeCruset Kettles
- ii. Week 2: 15 March 2024 3 x LeCruset Kettles
- iii. Week 3: 22 March 2024 3 x LeCruset Kettles
- iv. Week 4: 29 March 2024 3 x LeCruset Kettles

- v. Week 5: 5 April 2024 3 x LeCruset Kettles
- vi. Week 6: 12 April 2024 3 x LeCruset Kettles
- vii. Week 7: 19 April 2024 3 x LeCruset Kettles
- viii. Week 8: 26 April 2024 3 x LeCruset Kettles
- ix. Week 9: 30 April 2024 (6 x LeCruset Kettles will be given away this week)

(d) Philips Coffee Machines (1 x Philips Coffee Machines given away every two week)

- i. Week 1: 8 March 2024 1 x Philips Coffee Machine and Coffee Beans
- ii. Week 3: 22 March 2024 1 x Philips Coffee Machine and Coffee Beans
- iii. Week 5: 5 April 2024 1 x Philips Coffee Machine and Coffee Beans
- iv. Week 7: 19 April 2024 1 x Philips Coffee Machine and Coffee Beans

(e) Vic Falls Holiday (1 x Vic Falls Holiday at the end of the competition)

- i. Week 9: 30 April 2024 (3 x All inclusive Vic Falls Holiday)

5. Prizes:

(a) The prizes are as follows:

- i. 118 TakeLot Vouchers to the value of R1000 (this will be emailed to the winners)
- ii. 20 iPhone 15's which will be couriered to the winners. These will be insured and are to the value of R22 000 each
- iii. 3 x all inclusive holiday for 2 people to Victoria Falls – this includes local flights, international flights, accommodation, all meals excursions and transfer. This does not include tips for staff and is at the winner's discretion. The prize must be redeemed by 30 April 2025 and is not transferable. The winners will be put in touch with the agency's travel agent who they will arrange the details of their trip through once the agency has made introduction
- iv. 30 x LeCreseut Kettles to the value of R2200. These will be couriered to the individual winners
- v. 4 x Philips Coffee Machines and a case of coffee beans to the value of R9315 each. These will be couriered to the individual winners.

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

6. Winner Verification and Prize Delivery: Winners will be contacted via their cellphone number and they will have to provide a copy of their ID to verify themselves. The vouchers will be delivered electronically whilst the physical prizes will be couriered to the winner/s.

(a) At the time that a potential prize winner is identified, the potential prize winner will receive a telephone call from a representative of the Promoters at which point he/she may be required to answer a few questions regarding his/her eligibility as well as be requested to submit certain documents such as a copy of his/her till slip to the Promoters representative

(b) The potential prize winner is not an actual winner until his/her submission is validated and his/her documents are completed and submitted to the Promoters. If a potential prize winner does not meet the eligibility requirements, the prize will be forfeited and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein.

(c) If the Promoters are unable to reach any of the potential prize winners after 3 (three) attempts made within 3 (three) working days of their name being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers, or if the winner

refuses to accept prizes for whatsoever reason, such winner will be disqualified and a runner up finalist will be deemed the potential prize winner subject to the terms and conditions herein.

- c. Eligible winner's prizes will then be arranged in accordance with the winner and the Promoter arranges logistics, details and all necessary elements to deliver the prize.

7. **Invalid Entries:** Entries which are incomplete, unclear, submitted incorrectly, or submitted before the first day of entry and 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.
8. **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.
9. **Voucher Terms and Conditions:** 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.
10. **Prize Substitution:** The Promoter may substitute prizes with similar prizes or with prizes which have a similar value.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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: jules.illing@ima.co.za. 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://www.jacobscoffee.co.za/privacy-cookies/>. 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.
18. **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.
- **Questions:** Please contact Jules Illing 083 682 1999 or the Customer Care Line – JDE: 0800-007-113 Email: Consumerservice.ZA@jdecoffee.com if you have any questions about this Competition.
19. **Where to find these Terms:** A copy of these Terms is available at www.jacobscoffee.co.za