

**Lay's New Flavours Launch QR Code Competition - Terms and Conditions/Rules**

**Application:** Please read the competition terms and conditions (“**Terms**”) carefully. These Terms apply to everyone entering the Lay’s “Flavours that Take you Places” on pack competition. (“**the Competition**”). The competition only pertains to the following products:

Lay’s Chinese 5 Spice Flavour 120 g

Lay’s Chinese 5 Spice Flavour 36 g

Lay’s Italian Truffle & Garlic Flavoured 120 g

Lay’s Italian Truffle & Garlic Flavoured 36 g

**The Promoter:** This Promotion is conducted by PepsiCo South Africa (Pty) Ltd, a subsidiary of PepsiCo Inc., situated Andre Greyvenstein Avenue, Isando, 1600, South Africa, together with Techsys Digital: Digital Marketing Agency; (“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 06 September 2024 and will end on 1 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.

**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”).

**How to Enter:** To enter, (i) purchase a Lay’s Chinese 5 Spice Flavour 120 g, Lay’s Chinese 5 Spice Flavour 36 g, Lay’s Italian Truffle & Garlic Flavoured 120 g or Lay’s Italian Truffle & Garlic Flavoured 36 g pack from any Checkers, Checkers Hyper or via the Sixty60 app nationwide (ii) scan the QR code on-pack and follow the prompts to stand a chance to win.

**Winner Selection:**

- (a) Instant prizes are randomly allocated based on a random algorithm (technology enabled) to consumers who have purchased the correct pack and scanned the barcode and completed the Competition journey.
- (b) Instant prize winners will be notified immediately and provided with a voucher code and instructions to redeem the instant prize.
- (c) The grand prize winner will be selected using an automated (technology enabled) draw tool supervised by an auditor
- (d) Grand Prize Winner(s) will be notified telephonically using the mobile which they used to enter the Competition.

- (e) Prize winners must hold a valid passport, which is valid for at least 6 (six) months after the date of return from either China or Italy and has at least 4 (four) blank pages. This is also applicable to the traveling partner chosen by the winner.
- (f) If a winners cannot be reached after 6(six) attempts, made during business hours and within a period of 72 hours, the prize will be forfeited, and another winner will be selected in accordance with the Competition rules.
- (g) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the decision is final.
- (h) The Promoter will not be liable for any losses caused by incorrect or inaccurate information supplied by winners or failure to claim the Instant prize in accordance with the terms of the voucher made available
- (i) No cheques or physical cash will be issued.
- (j) Promotional images are merely a representation of the prize.
- (k) Entries generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, entering service sites or any other automated means and entries by any means that subvert the entry process or do not conform to the terms or spirit of these competition rules, will void the entry and may disqualify the entrant.

- **Prizes:**

- Instant Prizes**

- (a) R15 000 (Fifteen Thousand Rand) in FlySAFair Vouchers
      - i. 30 x R500 (Five Hundred Rand) FlySAFair vouchers = R15 000
    - (b) R75 000 (Seventy Five Thousand Rand) in Uber Eats Vouchers
      - i. 1500 x R50 (Fifty Rand) Uber Eats Vouchers = R75 000

- Grand Prize**

- (c) A 7-day trip to China or Italy, with the destination to be selected by the winner no later than 30 November 2024. The trip includes:
      - i. Economy Class airfares
      - ii. Accommodation at a 4-star hotel, including breakfast
      - iii. Specified tour list and itinerary
      - iv. English-speaking guide
      - v. Government taxes
      - vi. Transfers
      - vii. Visas
      - viii. Daily cash allowance
    - (d) You may not ask for your prize to be exchanged for another prize or for cash.
    - (e) Prizes are not exchangeable and shall not be redeemed for cash and if vouchers are not utilised for any reason, they shall be forfeited and allocated at the Promoters discretion to another winner.
    - (f) Winners will accept the prize as is. The winner will be responsible for any costs resulting from accepting this prize.

- (g) The Promoter will not be liable for any costs, including any taxes, that are incurred as a result of winning a prize in this Competition.
- (h) Any risks in relation to the prizes (such as loss, theft or damages) will pass to the winner once the prize has been allocated.
- (i) The Promoter will not be held liable for any undelivered SMSes for instant prizes due to network or handset issues. All sent SMSes will be tracked by the promoters SMS system for any undelivered SMSes. Redraws will be conducted.

- **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.
- **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.
- **Voucher Terms and Conditions:** To use any voucher won in the Competition, you must follow the terms and conditions which are communicated with 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.
- **Prize Substitution:** The Promoter may at their discretion substitute prizes with similar prizes or with prizes which have a similar value.
- **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.
- **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, 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 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.
- **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.

- **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.
- **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.
- **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.
- **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.
- **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 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.
- **Where to find these Terms:** A copy of these Terms is available at <https://simba.co.za/>