

Lay's UEFA CHAMPIONS LEAGUE 2024 Meta Filter & On Pack Competition

Lay's UEFA CHAMPIONS LEAGUE 2024 Meta Filter & On Pack Promotion Terms and Conditions/Rules

1. **Application:** Please read the promotion terms and conditions ("**Terms**") carefully. These Terms apply to everyone participating in No Lay's No Game 2024 Meta Filter and On Pack competition. ("**the Promotion**").
2. **The Promoter:** This Promotion is conducted by Simba (Pty) Ltd, a wholly owned subsidiary of PepsiCo Inc., situated Andre Greyvenstein Avenue, Isando, 1600, South Africa, together with Machine_ (MMS COMMUNICATIONS SOUTH AFRICA (PTY) LTD); 1976 / 001070 / 07 Building 1, Silver Stream Office Park, 10 Muswell Rd, Bryanston, Johannesburg, 2191, South Africa, and DNA Brand Architects CC; 2006/128728/23 situated at Cnr Winnie Mandela & Leslie Road, Design Quarter, Office 208] ("**the Promoter**").
3. **Terms:** Instructions on how to participate in the Promotion, the rules, directions and prizes all form part of these Terms. If you take part in this Promotion, you agree to be bound by these Terms and accept that the Promoter's decision is final.
4. **Promotion Period:** The Promotion will start on Monday 26 February 2024 at 00:01. The promotion for UEFA Champions League tickets will end on 12 April 2024 at 00:00 and the promotion for Lay's merchandise, hampers and Uber Eats vouchers will end on 01 June 2024 at 00:00.
5. **Eligibility:** The Promotion is open to citizens and legal residents of South Africa. You must reside in South Africa at the time of winning or receiving any prize in the Promotion. You must also have a valid South African Identity document, and a valid passport which complies with the requirements for a UK Visa application and travel. If you are not a South African citizen, you must have all necessary residency permits. You must be 18 (eighteen) years old or older to participate in this Promotion.
6. **People who may not participate in the Promotion:** 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").
7. **How to Participate:** To participate, participants must either scan the QR Code flighted on TV, click on the digital or social media links that redirects participants to the Lay's UEFA Champions League filter on Meta (Facebook or Instagram) or enter by scanning the QR Code on selected Lay's 120g UEFA Champions League promotional packs

Participants entering via the Meta (Facebook or Instagram) filter must capture a screenshot of the code generated by the Meta (Facebook or Instagram) filter. Subsequently, they should navigate to Lay's Instagram or Facebook page, click the link provided in the bio, and proceed to submit their contact details along with the previously captured code from the Meta (Facebook or Instagram) filter.

Participants entering via the QR code on the Lay's 120g UEFA Champions League promotional packs, must then complete their contact details and enter the back of pack barcode of the promotional pack purchased into the "No Lay's No Game Code/Barcode" section on the digital entry form to participate.

8. **How winners will be selected:**

- (a) Each entry that successfully completes the digital entry form with a valid "winning" No Lay's No Game Code or a valid back of pack barcode will receive an entry into the draw to win tickets to the UEFA Champions League Final and a chance to win daily UEFA Champions League merchandise prizes.
- (b) Each Meta (Facebook or Instagram) filter entry that did not successfully scan a pack of Lay's using the Meta (Facebook or Instagram) filter, but did complete their contact details and entered a valid "losing" No Lay's No Game code, will stand a chance to win a daily Uber Eats voucher.
- (c) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the Promoter's decision is final.

9. **Prizes:**

- (a) You may not ask for your prize to be exchanged for another prize or for cash.
- (b) **Grand Prize:** One of two double tickets to the UEFA Champions League Final to the value of EURO 7000, including flights and accommodation from any South African domestic airport via OR Tambo International Airport to London Heathrow, transfers to and from the stadium, two nights stay at a 4 star hotel in a double/twin room. Prizes include cost of a Visa application, and the winner must be able to meet the following requirements as required by the UK Visa and Immigration Office including, but not limited to the following:
 - i. The winner must be in possession of a valid passport with a minimum of 6 months validity from return date (valid until 3 December 2024) with a minimum of 4 open pages for the Visa and entry and exit stamps.
 - ii. The winner must be able to produce a letter from the Promoter confirming that the trip will be sponsored by the Promoter. Over and above this, the winner may be asked by the embassy to provide a letter of employment, or letter from a tertiary institution if studying.
 - iii. The winner must be willing to disclose their monthly income and expenditure, and financial status, as well as provide all documentation which is required for this purpose.
 - iv. The winner must be able to provide proof of address, whether property is owned or rented.
 - v. The winner may not have any criminal record and must complete the security questionnaire, which includes disclosing details of arrest, charges, driving offenses, any legal penalties, civil court judgements and/or civil penalties issued under UK immigration law, whether pending or filed.
 - vi. The winner must be able to attend the in-person appointment at their nearest UK Visa office, on the specific date that the Promoter will advise. The appointment will be made and the Visa fees will be pre-paid for by the Promoter.
 - vii. All required documents mentioned above must be provided within 3 days of accepting the prize.
 - viii. Please refer to the UK "visa site" for further detail or clarification of requirements.
- (c) **Instant Prizes for Successful Entries:** 1 of 960 UEFA Champions League Merchandise prizes, to the value of R500 each, limited to 10 winners per day.
- (d) **Instant Prizes for Unsuccessful Entries:** 1 of 1920 Uber Eats Vouchers, to the value of R50 each, to be used towards orders which include any Lay's 120 g product, limited to 20 winners per day.

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

Winner verification for the UEFA Champions League Final Tickets

Winners for the UEFA Champions League Final will be selected via randomised audited draw. Winners will be contacted via the telephone number and/or email address they provided. Should the Promoter be unable to reach the winner after 3 (three) attempts within a 48 hour period, the winner will be disqualified, forfeit the prize and a runner up winner will be contacted and substituted as a winner. Should the winner not be able to meet the minimum requirements for Visa application as outlined in Point 9 (Prizes), the winner will be disqualified, forfeit the prize and a runner up winner will be contacted to be substituted as a winner.

Winner verification and prize delivery for the Merchandise instant prize

Winners of the Merchandise instant prizes will be selected daily limited to 10 winners a day. A person may only win one instant prize during the competition period. Winners will need to provide their physical address and prizes will be couriered to them no later than 30 days after the competition end date.

Winner verification and prize fulfilment for the Uber Eats instant prizes

Winners of the Uber Eats voucher will be selected daily limited to 20 winners a day. A person may only win one instant prize during the competition period. Vouchers will be distributed via email.

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 Promotion.
12. **Defects of the prizes:** 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.
13. **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.
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 Promotion, even where arising from negligent acts or omissions of the Promoter.
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 Promotion or for the business of the Promoter. The Promoter may ask to use your image for marketing purposes, without any payment to you. You agree that the Promoter owns all Intellectual Property Rights in, and may use at our absolute discretion, such publicity and publicity materials. You confirm the grant by you to us of a worldwide, non-exclusive, royalty free license in the Intellectual Property Rights in the publicity materials so that we shall be entitled to use the entry in any and all media at no cost to us.

17. **Wrongdoing:** The Promoter may disqualify you if fraud or cheating is suspected in your participation in the Promotion. This can include manipulation of code or falsifying of data. You may also be banned from participating in this or any other promotion 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 Promotion, 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 Promotion 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.
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 Promotion or your downloading any materials in this Promotion.
20. **Consumer Protection Act:** The Promotion will be conducted according to the relevant provisions of the Consumer Protection Act, 2008 ("CPA"). Should you win a prize in the Promotion, 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 Promotion, 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 promotion; (b) for activities related to this promotion; (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 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 (Gauteng Local Division, Johannesburg) for all matters which are connected to these Terms.
23. **Questions:** Please contact talkto.simba@pepsico.com , or the Customer Care Line – 0800 212 360 if you have any questions about this Promotion.
24. **Where to find these Terms:** A copy of these Terms is available at <https://simba.co.za/promotions>