

SIMBA CHOOSE ME OR LOSE ME PROMOTIONAL COMPETITION TERMS & CONDITIONS

1. Please read the competition terms and conditions (“Terms”) carefully. These Terms apply to all persons entering the Simba Choose Me OR Lose Me Promotional Competition (“**the Competition**”).
2. The promoter is Simba (Pty) Ltd, a wholly-owned subsidiary of PepsiCo Inc., situated at 6th Floor, 144 Oxford Road, Rosebank, South Africa, 2196 (“the Promoter”).
3. Instructions on how to enter the Competition, including all rules, mechanics, procedures, directions and prizes all form part of these Terms. If you take part in this Competition, you expressly agree to be bound by these Terms and accept that the Promoters’ decision is final and that no correspondence will be entered into. Prizes are not transferable, substitutable, or exchangeable in any form and in particular cannot be exchanged for cash
4. The Competition is open to all citizens and legal residents of South Africa (provided that the participant is also a resident in South Africa at the time of winning and receiving any prize herein), who at the time of entering the Competition are over the age of 18 (eighteen) years, and are in possession of a valid South African Identity Document, and in their the case of residents, a valid passport, and necessary residency permission) and who are registered Xtra Savings members. Persons that are excluded from entering the Competition include any person who is a director, member, partner, employee or agent of, or consultant (“Associates”) of the Promoters and/or PepsiCo Inc., or any other person who directly or indirectly controls, is employed by or is controlled by the Promoters, 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”)
5. This promotional competition is open from 12 April 2021 and ends at 12am (midnight) on 9 May 2021. Any entries received after the closing date will not be considered.
6. To enter, participants will be required to:
 - 6.1 Purchase any 3 x 120g bags of Simba chips from any Shoprite, Shoprite Hyper or Shoprite Mini branded stores nationwide; and
 - 6.2 Swipe your Xtra Savings card, to be automatically entered into the draw.
 - 6.3 Consumer swipes their Xtra savings card and will be automatically entered into the draw.
 - 6.4 Till slip with entry confirmation will be printed.
 - 6.5 The prize draw will take place after the campaign ends.
7. Participants must keep their till slip as proof of purchase.
8. Participants may enter as many times as they wish provided that each entry is associated with a separate purchase.
9. The prize is a chance to win 1 (One) of 200 (Two Hundred) Shoprite Checkers shopping vouchers worth R1000.00 (One Thousand Rand) each.
10. Expiry dates can be found on the actual voucher.
11. Winners will be selected by means of a random draw which will be done 2 (Two) weeks after the campaign ends.

12. The vouchers will automatically be loaded onto the winners Xtra Savings cards.
13. A copy of these rules can be found on the following website www.termsconditions.co.za throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 011 928 6000.
14. The Promoter reserves the right to name winners publicly and any other place where the Promoter deems fit. By entering the competition, prize winners agree to the publication of their name by the Promoter. The participants/winners may decline the publication of their names contacting the Promoters using the inquires contact the Promoter at 6th Floor, 144 Oxford Road, Rosebank, Johannesburg, South Africa, Att: Legal Department.
15. The Promoter may request the participants/winners to be identified and photographed and to have the photographs published in various media, including but not limited to print and web-based media, for purposes of the Competition and for marketing material relating to the Competition, or to appear on radio and television, when accepting their prizes and/or after having received their prizes. The participants/winners may decline the publication of their images or participation in the Promoters' marketing material by contacting the Promoters using the inquires contact details provided in these Terms.
16. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
17. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
18. A copy of these rules can be found on the following website www.termsconditions.co.za throughout the period of the competition or can be obtained from the Consumer Call Centre on telephone number 011 928 6000.
19. A refusal or inability to comply with these requirements will disqualify the winner and a new winner will be drawn in their place at the sole discretion of the Promoter.
20. The Promoter shall not be responsible for any lost, damaged, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending will not be accepted as proof of receipt.
21. The Promoter shall not be responsible for the failure of any technical element relating to this promotion that may result in an entry not being successfully submitted.
22. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer or cell phone hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
23. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.

24. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
25. **NOTE:** Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.
26. The prize is not exchangeable for cash and is not transferrable.
27. The Promoter shall have the right to change or terminate the promotional competition immediately and without notice, if deemed necessary in its opinion and if circumstances arise outside of their control. In the event of such change or termination, all participants agree to waive any rights that they have in respect of this promotional competition and acknowledge that they will have no recourse against the Promoter or its agents.
28. In the event that the prize is not available despite the Promoter's reasonable endeavours to procure the prize, the Promoter reserves the right to substitute prizes of equal value.
29. To the maximum extent permitted by law, the participants, winners or users of the prizes indemnify and hold the Promoters, their advertising agencies, advisers and nominated agents and each of their affiliates blameless for any loss, damage, harm or injury, which the participants, prize winners or users of the prizes may sustain as a result of any claim which may be made against it by any third party. The participants, winners or users of the prizes indemnify the Promoters, their advertising agencies, advisers, nominated agents, suppliers, packagers, and Bottlers of beverages identified by the trademarks owned by or licensed to PepsiCo Inc., its affiliates and/or associated companies against any claim of any nature whatsoever arising out of and/or from their participation in any way in the Competition or their use of the prizes (including, as the result of any act or omission, whether negligent or otherwise on the part of the Promoters).
30. The judges' decision is final and no correspondence will be entered into.
31. Participation in the promotional competition constitutes acceptance of the promotional competition rules and participants agree to abide by the rules.
32. All information on the website, digital channels and till slip is provided by Shoprite Checkers (Pty) Ltd, or is licensed from various license holders. You may only use this information to assist in learning more about any particular product or service. You may not store, reuse or utilise this information for any commercial purpose.
33. You may not use any form of automated search or download technology to access this site without our prior written consent.

34. All participants are advised that in compliance with the laws of the countries in which the Promoters operate, the Promoters are required to retain certain information (where applicable) of participants and winners for a period of 3 (three) years ("Personal Information"). Such Personal Information to be retained by the Promoters includes the full names, identity numbers, contact details and winners' acknowledgement of prize receipts. Accordingly, the Promoters will require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoters to ensure compliance with these rules, as well as with the South African Consumer Protection Act 68 of 2008 ("Consumer Act"). Should any participant or winner refuse or be unable to comply with this rule for any reason, such participant or winner will be deemed to have rejected the prizes and it shall revert to the Promoters.

35. By entering this competition and by accepting the terms and condition as set out herein, you confirm that you are aware of the information that is being collected by us and that this information will be solely processed for the purposes of this promotion. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Promoter's privacy policy