

# Simba iFlavour Ye Togetherness Competition

## PepsiCo South Africa (Pty) Limited– Competition Terms and Conditions/Rules

1

1. **Application:** Please read the competition terms and conditions ("**Terms**") carefully. These Terms apply to everyone entering the Simba Competition ("**the Competition**").
2. **The Promoter:** This Competition is conducted by PepsiCo South Africa situated at Andre Greyvensteyn Avenue, Isando 1619, Kempton Park, Republic of South Africa; together with IMA SA Pty (Ltd); registration number Reg No: 2015/052885/07 VAT No: 4750254437 and Black River Business Park, North Building, Block D, 1st Floor, Cnr Nelson & Fir St, Observatory, Cape Town, 7925, South Africa, ("**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 Monday, 4 November 2024 at 09:00 and end on Friday, 13 December 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, and necessary residency permission.
6. **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").
7. **How to Enter:**
  - (a) There is a total of two R10 000 cash prizes to be won by two lucky winners, to help them host their own get-together with friends or family.
  - (b) To enter the Competition, entrants need to purchase any two large Simba bags (120 g) or Simba sharing bags (200 g) at any Shoprite, Checkers, Checkers Hyper and Sixty60 nationally and stand a chance to win R10 000 to host a get-together. Entrants can purchase any of the flavours below:
    - Simba Mrs H.S. Ball's Chutney flavour
    - Simba Salt and Vinegar flavour
    - Simba Creamy Cheddar flavour
    - Simba Smoked Beef flavour
    - Simba Steakhouse Beef flavour
    - Simba Cheese and Onion flavour
    - Simba KFC Original flavour and

- Simba Mexican Chilli flavour
- (c) Share the till slip or Tax Invoice as entry validation to this WhatsApp number 078 371 1327. To increase chances of winning, Entrants can purchase another 2 packs of Simba Chips (120g or 200g) and submit their new till slip or Tax Invoice.
  - (d) In case of no till slip or Tax Invoice, entrants can share a picture of the 2 packets of Simba chips barcodes to qualify as a valid entry.
  - (e) Entrants who enter the competition using a barcode are only allowed to enter one image for the duration of the competition.

#### **8. Winner Selection:**

- (a) The Promoter will select winners at the end of the Competition. Winners will qualify as participants who have bought x2 large (120 g) of Simba chips or x2 Simba sharing bags (200 g) and shared their uploaded picture showing BOTH barcodes of the Simba packs as proof of purchase.
- (b) Each winner will be issued with a R10 000 cash prize.
- (c) The winner's draw will take place within a week after the Competition ends.
- (d) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

#### **9. Prizes:**

- (a) Two different participants will win the R10 000 cash prize.
- (b) A winner may not exchange the cash for a different prize.
- (c) No winners may win more than one prize in the Competition.

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

- a) **Prize redemption:** Winners will be contacted telephonically after the draw, and they will need to supply proof of banking and their valid ID.
  - b) Winners must claim their prizes within three days of being contacted. Failure to claim the prize and submit required documents will result in forfeiture of the prize.
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 Competition.
  12. **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.
  13. **Prize Substitution:** The Promoter may substitute prizes with similar prizes or with prizes which have a similar value.
  14. **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.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **Questions:** Please contact us at <https://simba.co.za/contact-us> or the Customer Care Line – 086 110 110 0097 if you have any questions about this Co