

SPEKKO TM Brand Refresh New Pack WhatsApp Competition

Pioneer Foods (PTY) Ltd – Competition Terms and Conditions/Rules

1. **Application:** Please read the competition terms and conditions ("**Terms**") carefully. These Terms apply to everyone entering the Brand Refresh New Pack WhatsApp Competition ("**the Competition**").
2. **The Promoter:** This Competition is conducted by **Pioneer Foods (Pty) Ltd**, situated at Parc Du Cap Office Park, Building 5, 10 Willie Van Schoor Avenue, Bellville, 7530, Cape Town, Western Cape, South Africa Republic of South Africa acting with support from its advertising and media third party service providers ("**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 12 May 2025 at 00:01 and will end 30 June 2025 at 00:00.
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)ⁱⁱ.
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:** To enter, you must purchase any Spekko product in Shoprite, Checkers, Checkers Hyper or Sixty60 and scan the QR code available on the Spekko pack, promotional material instore and on television and share the proof of purchase (till slip or their online invoice) on the WhatsApp number provided to stand a chance to win during the Competition. A single proof of purchase (till slip or online invoice) of the Spekko product will qualify as a single entry to the Competition.
8. **Winner Selection:**
 - (a) Consumers stand a chance to win their share of R300 000 (Three hundred Thousand Rand) in instant prizes. A breakdown of these instant prizes is provided in section 9a of the document. In addition to the instant prizes, twenty consumers stand a chance to win their share of R200 000 (Two hundred Thousand Rand) in Cash vouchers.
 - (b) All winners will be identified using a technology enabled application to ensure the selection of winners is completely random. Winners of instant data prizes will be identified at regular intervals between the 12th of May and the 30th of June during the Competition. Using the same technology, the twenty (20) cash

prize winners will be identified from all entries to the Competition during the week following conclusion of the Competition which will be between the 1st of July and the 7th of July.

9. **Prizes:**

- (a) Instant data vouchers to be awarded to the value of R300 000 (Three hundred thousand Rand), to be allocated as follows:

Reward	Denomination	Volume	Total Reward Value
Data - 150MB	R10	10 000	R100 000
Data - 500MB	R20	5 000	R100 000
Data - 1GB	R50	2 000	R100 000

- a) There will a total of 20 (Twenty) Cash winners

- i. 20 x R10 000 (Ten Thousand) cash winners – R200 000 (Two hundred Thousand)

- b) Prize redemption:

a. Data – Instant Prizes

1. The prize entitles the Winner to either a R10 (Ten Rand), R20(Fifteen) or R50 (Fifty Rand) data prize (or network equivalent).
2. All data prizes will be automatically shared to the consumer via WhatsApp.
3. Consumers will be supplied with a data pin based on their selected service provider on WhatsApp.
4. Instructions for each service provider either Cell C, MTN, Telkom Mobile or Vodacom will be sent on WhatsApp with the relevant dialling USSD code.
5. Consumers would need to add the data by dialling their service provider USSD with their data pin and follow the prompts to redeem.
6. Data is valid for 30 (thirty) days from the date the voucher is loaded.

b. Cash Vouchers

1. Cash Prize winners will be notified via telephone. The Promoter, or its designated service provider, will endeavour to contact the prize winners on the telephone number provided. If, however, the Promoter establish positive contact with the individual after 6 attempts have been made during business hours within a period of 72 hours for any reason whatsoever, the prize will be deemed forfeited by the individual, and another winner will be selected in accordance with the competition rules.
2. The cash will be delivered via an EFT payment to the consumers banking account, subject to availability of the winner's valid identity document or passport, verified bank account letter and signed indemnity form (if required). Failure or refusal to provide the above will disqualify the winner and will result in the forfeiture of any expectation to be considered a winner under the Competition. In this instance, the Promoter will be entitled in its sole discretion to identify a new winner. Cash payments will be made within 1 week of successful, in the Promoter's sole discretion, winner verification.

10. **Winner Verification and Prize Delivery:** No prizes are transferable or exchangeable. The Promoter expressly allow a maximum period of 30 days from date that a winner is identified for the completion of all requirements detailed hereunder for the identified winner to comply with and receive the benefit of the prize to include availability to the Promoter of the till slip, identification documentation and in the case of case prizes validated bank details for the individual identified. Failure to enable delivery of the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner may be identified at the sole discretion of the Promoter. Under no circumstances shall the Promoter be liable for any prize beyond 31 July 2025 (30-days after the effective Competition Period).

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. **Voucher Terms and Conditions:** To use the data 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 Competition, 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 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 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 Competition entry so the Promoter shall be entitled to use the entry in any and all media at no cost to the Promoter.
17. **Wrongdoing:** The Promoter may disqualify you if fraud or cheating is suspected in your participation in the Competition. This can include manipulation of code, using bot technology to submit entries 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.
18. **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.
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 Competition or your downloading any materials in this Competition.
20. **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.

21. **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. 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 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 (Western Cape Local Division, Cape Town) for all matters which are connected to these Terms.
23. **Questions:** Please contact [0800 212 360], or the Customer Care Line – [consumercare@pioneerfoods.co.za] or aviwe@techsys.co.za if you have any questions about this Competition.
24. **Where to find these Terms:** A copy of these Terms is available at <https://www.spekkorice.co.za/>