

WILD ISLAND COMPETITION 2022: TERMS AND CONDITIONS

1. The Promoter is Pioneer Foods (Pty) (Ltd) ("The Promoter"), Reg number 1957/000634/07 a company incorporated in the Republic of South Africa, a wholly owned subsidiary of PepsiCo; and having its registered address at 1 Sportica Crescent, Tyger Valley, Bellville.
2. All persons ("The Entrants") entering the WILD ISLAND MYSTERY FLAVOUR COMPETITION ("The Promotional Competition") agree that the Promotional Competition rules as set out in these terms and conditions are binding on them.
3. The Promotional Competition is open to all South African residents, except directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by The Promoter or marketing service providers in respect of the Promotional Competition, or the spouses, life partners, business partners or immediate family members, or anyone who within a period of 183 days preceding this competition has won any competition organised, promoted, or conducted by the Promoter, or who resides at the same address as such a winner, or who uses the same telephone number to enter the Promotional Competition.
4. The Promotional Competition is open from 15 April 2022 – 17 July 2022 ("last day"). Any entries received after midnight on the last day will not be valid and will not be considered.
5. Entrants stand a chance to win a share of R100,000 (One Hundred Thousand) in prizes as follows:
 - 1 (One) of 300 (Three Hundred) R100.00 (One Hundred Rand) data vouchers; or
 - 1 (One) of 100 (One Hundred) R200.00 (Two Hundred Rand) Suberbalist vouchers; or
 - Automatic entry into the grand prize draw:
 - Grand prize – R50,000 (Fifty Thousand Rand)
6. To enter, simply buy the Wild Island Mystery Flavour during the Promotional Competition period, and send the last 4 digits of the barcode to the USSD line *120*278#. Standard data rates apply.
7. PRIZE ALLOCATION MECHANICS:
 - The Promoter's outsourced Suppliers will receive, process and manage all entries and are responsible for notifying the winners and allocating the prizes.
 - All winners will receive an SMS with the voucher code for the respective prize
 - Grand Prize winner will be contacted by the Supplier to arrange for EFT into a South African bank account held in the name of the winner and subject to FICA clearance of the winner.
 - The Prize is not transferable. A refusal or inability to comply herewith will disqualify the winner and a new winner may be drawn in their place at the sole discretion of the Promoter.
8. All risks in the prize pass to the winner upon notification of having won a prize. Where necessary, the winner shall ensure that all prizes are insured against all risks including damage to the prize as well as damage to third party property and persons. Such insurance is for the cost of the winner and neither the Promoter nor any other party associated with the Promotional Competition will be liable for the costs thereof or be liable should there be no such insurance.
9. The Promoter shall have the right to terminate the Promotional Competition immediately and without notice for any reason beyond its control requiring this. In the event of such termination, all Entrants agree to waive any rights that they may have in terms of the Promotional Competition and acknowledge that they will have no recourse against the Promoter, its agents and staff.
10. All guarantees for any tangible prizes that are won are carried by the manufacturer and or supplier thereof and not by the Promoter who funds the purchase of the prizes but is not

the supplier thereof and the Promoter issues no warranties, whether explicit or implied with respect to the prizes.

11. Participation in the Promotional Competition constitutes acceptance of the Promotional Competition rules as set out in these Terms and Conditions and all Entrants agree to abide by the rules.
12. Except in so far as is provided for in the Act 68 of 2008, the judges' decision is final, and no correspondence will be entered into.
13. The Promoter and its affiliates will collect and use your personal data provided via the cell number used in order to enable your participation in the Promotional Competition and for the Promoter's, its affiliates and subsidiaries' marketing purposes and, by participating in the Promotional Competition, you consent to the transfer, storage and processing of the data in South Africa, which consent may be withdrawn at any time by written notification to the Promoter. We keep your personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. We will not use your personal data for a different purpose without first obtaining your permission. We do not allow third parties to use your personal information.
14. By providing an entry, you warrant that it is your own original entry and that you are the owner of any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever and to use your name for the Promotional Competition's purposes in promoting or publicising the Promotional Competition, including the right to name the winners of the prizes in public and/or on any social media forum. The Promoter, however, does not have any obligation to use the winning entries for any purpose. The Promoter reserves the right to request that any images taken of the winners or staff be used for marketing purposes in any manner they deem fit, without any further remuneration being made payable to the winner, which request the winner may decline. All entries become the property of the Promoter. By entering the Promotional Competition, the Promoter reserves the right to communicate with you at any time during or after the Promotional Competition period and you may opt out from receiving such communication at any time.
15. All Entrants indemnify the Promoter, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or losses resulting from their participation in the Promotional Competition arising from negligent acts or omissions of the Promoter.
16. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any WhatsApp 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 thereof, including any injury or damage to Entrants' or any other person's cell phone relating to or resulting from participation in the Promotional Competition or downloading any materials in the Promotional Competition.