

# **DORITOS A vs B INSTANT PRIZE COMPETITION**

## **TERMS AND CONDITIONS**

- 1. Please read these competition terms and conditions (“Terms”) carefully. These Terms apply to all persons entering the promotional competition (the “Competition”) conducted by Simba (Proprietary) Limited, situated at Andre Greyvenstein Avenue, Isando, South Africa with P.O. Box 99, Isando, 1600, Tel: 011 928 6000 (“Simba”) and selected Spar Retail Stores (“Participating Stores”), (collectively “Promoters”).**
- 2. If you do not agree to be bound to any or all of these Competition Terms contained herein, please do not enter the Competition. Instructions on how to enter this Competition and all prizes that form part of these Terms. If you take part in this Competition, you agree to be bound by these Terms and accept that the Promoters decision is final and no correspondence will be entered into. Prizes are not transferable or exchangeable in any form and in particular cannot be exchanged for cash. Entry implies acceptance of these Terms.**
- 3. The promotional competition is organized by Simba (Proprietary) Limited (“Promoter”), and is open to all citizens and legal residents (provided that entrant is also resident in South Africa at the time of winning and receiving any Prize herein) of South Africa, who at the time of entering the Promotional competition are over the age of 18 (eighteen) years, and are in possession of a valid South African Identity Document (in the case of residents, must also have a valid passport and necessary residency permission), **except for** any person who is a director, member, partner, employee or agent of, or consultant (“Associates”) of the Promoters and/or PepsiCo, or any other person who directly or indirectly controls, is employed by or is controlled by 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. (“Disqualified Persons”).**

4. The Competition will run from 29 June 2017 at 10:01 and will end on the 30 July 2017 at 14:00 or as long as promotional stock last, whichever comes first (“Competition Duration”).

To stand a chance of winning one of the prizes in this Promotional Giveaway Competition, entrants must purchase any 2 (two) Doritos A or Doritos B 150g Large Bag products (“Participating Products”) from the Participating Spar Stores, and keep the till slip for verification, upon proof to the promoter station at the store, who will sign the till slip as proof of purchase as a valid entrant. Each till slip only entitles entrants to 1 (one) entry despite the number of Participating Products bought on that one particular till slip. Entrants are permitted to enter the Promotional Competition as many times as they wish provided they purchase the Participating Products each and every time and provide the proof of purchase and comply with entry mechanic.

5. There will be **8 160 (eight thousand one hundred and sixty)** Prizes awarded (over the Competition Duration in the participating stores). The promoter will validate the purchase on the till slip, sign the back of the till slip, have the participant play the game (Doritos A vs B Pinball)\* and have the winner complete and sign the indemnity form before receiving their Prize. Once the verification process is completed successfully, winners will be handed their respective prize.

\*The participant will play the Doritos A vs B Pinball game and the pinball disk will fall into either Doritos A or Doritos B in the Pinball unit. The participant then gets that prize card associated to Doritos A or Doritos B. The prize card will determine whether they won or not (“Prize Card”).

6. All valid entrants stand a chance to receive the following prizes:

- 1 (one) Doritos A product 150g Chips or
- 1 (one) Doritos B product 150g Chips or
- 1 (one) Doritos branded Amplifier Key holder or
- 1 (one) Retail Spar Voucher valued at R50.00 (fifty rand) or
- 1 (one) Doritos branded Centre Stage Media Station or
- 1 (one) Doritos branded Frequency Headphones or
- 1 (one) Doritos branded Titan VR Headset

(“Prizes”).

Participants may not choose which of the respective Prizes they wish to receive, as the respective Prizes (will be based off the prize revealed on the Prize Card.

7. **The winner's name and photographs of the promotion (which may include images of the participants) may be published on Promoters social media sites, and accordingly by participating in this promotional competition, all entrants are deemed to have read and understand the terms and conditions of the social media sites of Facebook, twitter, Promoters website, and of entrants mobile network service provider (where applicable) and entrants further allow the Promoter permission to publish his/her name and photograph on the Promoters Social Media pages.**
8. **The winner and/or partners (where applicable) may be required to appear on any form of media and/or social media, for which no fee will be payable, and subject to the provision that the winner and/or partners (where applicable) may at any time prior to such marketing appearance, decline the request by the Promoter to do so.**
9. The copyright, intellectual property rights, image rights and any other rights vesting in any promotional Competition footage, posts and photographs (whether depicting the winner and partner or not) shall remain the property of the Promoter, who reserves the right to use it in any way.
10. Any participant who transgresses any of these terms and conditions or who acts in any way contrary to the spirit of this promotional competition may be banned from entry into this, or into any other Promoter or PepsiCo promotional competitions, for a period deemed appropriate by Promoter management.
11. Promoter reserves the right to cancel or amend or alter the Competition and its rules or prizes (not already awarded, to any other prize of comparable commercial value) at their own discretion at any time, if deemed necessary in their opinion and/or if circumstances arise outside of their control, without prior notice and no entrant shall have recourse for such cancellation or alteration. Any changes will be posted either within the competition information or these terms and conditions shall become effective immediately after being altered or on such date as may be determined by Promoter. No participant shall have any recourse against Promoter as a result of the alterations of the rules or prizes.
12. Entries which are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from Disqualified Persons, will be declared invalid. If the Promoter is unable to reach any entrant or complete the verification process after drawing his/her entry for whatsoever reason, such entrant will be disqualified and the draw of a replacement entry shall take place in the same manner as the first draw.

13. **The Promoters are not liable for any defect in the Prizes. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes or other fees applicable, are the responsibility of the winner and/or entrants.**
14. **All entrants and the winners, as the case may be, indemnify the Promoter, their advertising agencies, advisers, nominated agents, suppliers and Bottlers of beverages identified by the trademarks owned by or licensed to PepsiCo Inc, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this promotional competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or use of the Prizes).**
15. **All entrants and 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, entrants and winners for a period of 3 (three) years (“Personal Information”). Such Personal Information to be retained by the Promoters includes (but is not limited to) 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 entrant, participant and/or winner refuse or be unable to comply with this rule for any reason, such entrant, participant and/or winner will be deemed to have rejected the Prizes and it shall revert back to the Promoters.**
16. **All queries in connection with this Promotional Competition should be directed to the agency responsible for managing the competition on Promoters behalf– Stirfry Marketing: Brett Owen 082 3723186 ;011 4526121; [brett@stirfrymarketing.co.za](mailto:brett@stirfrymarketing.co.za) (weekdays during business hours).**
17. **A copy of the competition rules is available to the entrants and can be downloaded in printable form from [www.simba.co.za](http://www.simba.co.za) and will be available during the in store activation.**