

## TERMS AND CONDITIONS – Simba Small Bags Airtime Giveaway Promotional Competition

1. Please read these competition terms and conditions (“Terms”) carefully.

2. Instructions on how to enter this Competition and all prizes 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 and shall be made in the sole, absolute and unfettered discretion of the Promoter 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 Competition is organised and conducted by Simba (Pty) Ltd, a wholly-owned subsidiary of PepsiCo Inc. (“PepsiCo”) situated at Clearwater Estate Office Park, corner Park & Atlas roads, Boksburg, Gauteng 1459, Tel: 011 928 6000 (“Simba”) (“Promoter”), and is open to all citizens and legal residents of South Africa (provided that entrant/participant (“Participant”) is also a legal resident in South Africa at the time of winning and receiving any prize herein), and whom 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 (note: in the case of residents, Participants must also have a valid passport and necessary residency permission). Persons that are excluded from entering the promotional Competition is any person who is a director, member, partner, employee or agent of, or consultant (“Associates”) of the Promoter and/or PepsiCo, or any other person who directly or indirectly controls, is employed by or is controlled by 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/products identified by the trademarks owned by or licensed to Simba (Pty) Ltd, PepsiCo Inc. and its affiliates (“Disqualified Persons”).

4. The Competition will run from 1 September 2017 at 00:01 and will end on 30 November 2017 at 00:00 (“Competition Duration” or “Promotional Period”). No entries received after 30 November 2017 will be considered.

5. **Entry mechanic:** To stand a chance of winning a share in airtime prizes as well as the grand prizes in the Competition, Participants must purchase any of the following Simba promotional packs (identified with a front of pack competition strip): Simba Potato Chip 36g (“**Participating Products**”).

6. Using the unique code found inside the pack on the back seal, Participants must dial \*120\*74622\*UniqueCode# during the Promotional Period. This is provided that the Participant purchases a Participating Product each and every time they enter the Competition and retain/keep their proof of purchase such as a till slip/slip showing proof of purchase or such alternative proof of purchase as may be acceptable to the Promoter at the Promoter’s sole and absolute discretion (“Proof of Purchase”) during the Promotional Period. Calls cost 20c (twenty cents) per 20 seconds, **to qualify for 1 (one) entry** into the Competition. Free minutes and SMS bundles do not apply.

**Prizes:** Participants of this Competition stand a chance to win a share of R1 million (One Million Rand) in instant airtime prizes valued at R5 (five rand) or R10 (ten rand) or R15 (fifteen rand) plus R5 (five rand) worth of airtime to mapha or share with their friends (“Mapha Share Pool”) (“Instant Airtime Prizes”). Participants also stand a chance to win 1 of 9 x R1000 cash prizes (“Weekly Prizes”) or 1 of 3 x R10 000 cash grand prizes (“Grand Prizes”).

All cash prizes (weekly and grand prizes) will be sent to winners post the verification process. Winners will need to provide the Promoter with their South African banking details (account number, bank name, branch code and name of account holder) in writing. The banking account must be owned by the winner in his/her personal capacity.

For participants to be eligible to be entered into the draw for the Weekly Prizes and/or the Grand Prizes the participant must enter at least 6 (six) times in a calendar month

Participants may enter the Competition as many times as they wish over the Promotional Period subject to the following conditions:

- All entries from Disqualified Persons cellphone numbers will be rejected;
- No computer-based entries will be accepted;
- Only a maximum number of 20 (twenty) entries per day will be accepted from each mobile number;
- In the case of a dispute of a unique code the consumer must be able to provide a picture of both sides of the code and a till slip

- Any cellphone number that enters an incorrect code and/or the same code 5 (five) times or more in succession or any variation of the same code will be blocked out of the promotional Competition for the entire duration of the promotional Competition irrespective of the number of products purchased. Any participants who enter the same code from multiple mobile numbers will also be disqualified, and the mobile numbers in question will be blocked out of the promotional Competition for the entire duration of the promotional Competition irrespective of the number of products purchased (“Blocked Participants”). Promoter will determine at its sole discretion using the competition entry data which instances it will deem entries and participants as Blocked Participants.

7.1 Participants must enter this Competition using a **mobile phone number/Sim Card from a South African mobile service provider that is owned and registered/RICA to that Participant**. No person may use another person’s phone for competition entry purposes. If it is discovered that Participants have entered this Competition from a phone that is not owned by and registered to them they will be disqualified and the Participant will be requested to refund the prize(s) to the Promoter. This is to avoid fraud perpetrated by multiple SIM card owners and to ensure compliance with the South African Consumer Protection Act 68 of 2008 (“Consumer Act”). **Therefore each Participant is expected to be the registered owner of that mobile phone and no single Participant may enter this Competition from another mobile phone number of which the Participant is not the registered owner.** The cell phone number is the key to all entries. **If the Participant has won on a cell phone number, they cannot use another cell phone number in order to be contacted or redeem the prize.** Further, this mobile number needs to be a mobile number that is contactable during office hours.

7.2 **Instant Airtime Prizes:** There are a total of 175 000 to be won as follows:

- Airtime Denominations: R5 x 115 000, R10 x 15 000 and R15 x 5000 with a Mapha Share” Pool of R5 x 40 000

8. Any person who has won a prize from Simba and/or PepsiCo or the Promoter in the last 24 (twenty four) months as from 1 September 2015 may not qualify as a winner under this Competition.

9. If the Promoter is unable to get hold of the winner to conduct a verification process on the cell phone number used to submit the selected entry into the Promotional Competition, they will keep trying for 48 (forty eight) hours where after any Prize awarded will be forfeited and will revert back to the Promoter and a replacement/substitute winner maybe drawn in a similar same manner as the first.

Winners of the Instant Airtime Prizes will receive an instant notification of the value of the airtime they have won on the cellular phone number used to enter the promotional competition. **Instant Airtime Prizes may only be redeemed by PRE-PAID customers, for clarity any participants who have a mobile number linked to a cellphone contract with a mobile operator will not be eligible for Instant Airtime Prizes.** Winners with contract mobile phone accounts can transfer the Airtime Prize to any other Pre-Paid mobile number of their choice in South Africa. Airtime is available for the following Networks – Vodacom / MTN / Cell C / Virgin Mobile and 8ta, Telkom. An SMS with the airtime voucher will be sent to the cellular phone number used to enter the Competition. Airtime vouchers are valid for 90 (ninety) days from the date of first notification generated by the competition computer system after which the prize will be forfeited. The Mapha Share Pool prizes can only be redeemed by the mobile number for which the original Participant/winner nominated the Airtime Prize and the unique code can only be shared once. The Mapha Share Pool codes have to be redeemed within 5 (five) working days after the code is shared wherafter it will expire and will be forfeited.

7.3 **Weekly Prizes and Grand Prizes:** There are a total of 12 to be won as follows:

- Weekly Prizes: 9 (nine) x R1000 (one thousand rand) cash prizes where 1 Weekly Prize will be awarded to participants who have qualified to be entered into the prize draw in line with clause 6
- Grand Prizes: 3 (three) x R10 000 (ten thousand rand) cash prizes where 1 Grand Prize will be awarded to participants who have qualified to be entered into the prize draw in line with clause 6.
- Potential Winners of the Weekly Prizes and Grand Prizes will be chosen randomly in line with the outline above using a computer-generated system. Potential winners will be contacted telephonically to submit relevant documentation in the form of a till slip, proof of ownership of the cellphone number and proof of Identification and/or any other proof required by the Promoters before being announced as an ultimate winner. The potential winner is not a winner until the documents have been validated by the Promoters. Th potential winner has 48 (forty eight) hours from the Promoters making contact with them to produce the till slip and relevant documentation, if the potential winner does not do so within the time frame or if the Promoter is unable for any reason to contact the

potential winner and/or sufficiently complete the competition verification process for any reason whatsoever, they will forfeit the prize and Promoter may move on to select an alternative winner in the similar manner as the first.

10. By entering this Competition you authorize Simba/PepsiCo and the Promoter, to collect, store and use personal information of Participants for communication, competition audit purposes or statistical purposes. **The winners' names may be published on Promoter's social media sites, websites and/or in print media and accordingly by participating in this Competition, all Participants are deemed to have read and understood the terms and conditions of the social media sites of Facebook, Twitter, Promoter's websites, and of Participants' mobile network service provider, where applicable, and Participants further allow the Promoter permission to publish his/her name and photograph on the Promoter's social media pages, websites and/or in print media.**

11. **The winners 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 winners may at any time prior to such marketing appearance, decline the request by the Promoter to do so.**

12. The copyright, intellectual property rights, image rights and any other rights vesting in any competition footage, posts and photographs (whether depicting the winner or not) shall remain the property of the Promoter, who reserves the right to use it in any way.

13. Any Participant who transgresses any of these terms and conditions or who acts in any way contrary to the spirit of this Competition and/or who tries to undermine the promotional competition by falsifying and data or information or illegitimately entering fictitious codes may be banned from entry into this, or into any other Promoter's or PepsiCo promotional competitions, for a period deemed appropriate by Promoter management. Participant and winners are not permitted to act as spokespersons regarding this promotional competition and any participant who looks to disparage the promotional competition in any manner may be disqualified.

14. **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 Participant 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.

15. Entries which are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from Disqualified Persons or Blocked Participants, will be declared invalid. If the Promoter is unable to reach any Participant or complete the verification process after drawing his/her entry for whatsoever reason, such Participant will be disqualified, the instant airtime Grand Prize will revert to the Promoter and the draw of a replacement entry shall take place in the same manner as the first draw.

16. **The Promoter is not liable for any defect in the Prizes. The Promoter will not be responsible for any other expenses which the winner may incur as a result of their acceptance and/or use of the Prize(s), whether foreseen or not.**

17. **All Participants and the winners indemnify the Promoter, their advertising agencies, advisers, nominated agents, suppliers and Bottlers of beverages identified by the trademarks owned by or licensed to Simba (Pty) Ltd and 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 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 Promoter and/or use of the Prizes).**

18. Promoter shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the Competition and/or the Prizes beyond its reasonable control. Promoter is not obliged to award any other prizes or elements of the Prizes, in lieu if the Competition and/or the Prizes are cancelled, postponed, substituted, withdrawn, changed or unavailable for a reason beyond the Promoter's control.

19. **All additional costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government and/or any statutory taxes or other fees applicable to the Prizes and/or participation in the promotion, are the responsibility of the winners and/or Participants.**

20. All Participants are advised that in compliance with the laws of the countries in which the Promoter operates, the Promoter is 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 Promoter includes (but is not limited to) the full names, identity numbers, contact details and winners’ acknowledgement of prize receipts. Accordingly, the Promoter will require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoter to ensure compliance with these rules, as well as with the 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 Prize(s) and it shall revert back to the Promoter.

21. All queries in connection with this promotional Competition should be directed to the Simba Customer Care Line – 086 11 000 97 during business hours.

22. The competition rules are available to download in printable form on the Simba Facebook page on <https://www.facebook.com/SimbaChips>. They can also be found on the Simba website <http://www.simba.co.za>