

**Simba's Luck Draw at Rand Show Spring Edition 2022**  
**Competition Terms and Conditions/Rules**

1. **Application:** Please read the competition terms and conditions carefully. These Terms apply to everyone entering the Simba's Lucky Draw Competition
2. **The Promoter:** This Competition is conducted by Simba Pty, a wholly owned subsidiary of PepsiCo Inc., situated 144 Oxford Road, Rosebank (6th Floor), Johannesburg South Africa, 2196 ("**the Promoter**"<sup>1</sup>).
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 29/09/2022 at 09:00 and will end on 2/10/2022 at 19:00.
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)<sup>2</sup>. If you are under the age of 18, you need consent from your guardian to enter the Competition.

**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").

6. **How to Enter:**
    - a) Participate in one of the two games played at Simba's activation stage at Randshow Spring Edition (Fourways Mall) and
    - b) Must be a WINNER of the games you participated in
    - c) Complete an entry form that goes into a lucky random draw, where you stand a chance to win one of four hampers.
  7. **Winner Selection:**
    - a) Winners will be selected through a random draw selection at the end of each day (one winner selected daily) between 29<sup>th</sup> Sep – 2<sup>nd</sup> Oct.  
**NB: One winner selected per day**
    - (a) Winners will be contacted on their mobile phone number provided by them in the form to arrange delivery of their Prizes through courier
    - (b) Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.
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8. **Prizes:**

- (a) Prizes – a Simba chips hamper that comprises of (2x 120g new Simba flavours, 1x branded Simba bucket hat and a R500 Takealot voucher)
- (b) You may not ask for your prize to be exchanged for another prize or for cash.

9. **Winner Verification and Prize Delivery:**

Winners must submit a copy of identity document for identification purposes and their physical address for delivery of the Prize

10. **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.

11. **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.

12. **Voucher Terms and Conditions:** To use the 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.

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 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 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 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.
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 **Jules Lling on 083 682 1999], – IMA** , if you have any questions about this Competition.
23. **Where to find these Terms:** A copy of these Terms is available at: [www.simba.co.za](http://www.simba.co.za)