

## Colour the Kasi with OG Flavaaa Lucky Draw

### NikNaks - Competition Terms and Conditions/Rules

1. **Application:** Please read the competition terms and conditions ("**Terms**") carefully. These Terms apply to everyone entering the Colour the Kasi with OG Flavaaa Lucky Draw ("**the Competition**").
2. **The Promoter:** This Competition is conducted by PepsiCo South Africa (Pty) Ltd., situated Andre Greyvenstein Avenue, Isando1600, South Africa ("**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 2 November 2024 at 09:00 and will end on 8 December at 13:00.
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).
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:** NikNaks is hosting an in-store activation in 45 selected stores across KZN and Gauteng from **November 4 to December 15**. During this period, two Brand Ambassadors will be present at each participating store for 4 hours daily to share competition details with customers. To participate, consumers must purchase **5 balers** and stand a chance to win **R2,500 weekly per store**. Consumers can enter multiple times, provided they purchase 5 balers for each entry. The activation will take place at the following stores:
  - ( ) ADAMS SNACKS(PTY)LTD
  - ( ) DEVLAND CASH AND CARRY
  - ( ) IBC TRADEPORT DISTRIBUTION
  - ( ) ONE-UP CASH AND CARRY EPPING
  - ( ) SWEET DEPOT
  - ( ) KIT KAT DISTRIBUTION CENTRE
  - ( ) UMS BIG SAVE DISTRIBUTION CEN
  - ( ) DB CASH & CARRY WHOLESALERS
  - ( ) IBC BESTDEAL TRADERS (PTY) LTD
  - ( ) M PREMJEE & SON (PTY) LTD

- () GIANT SWEETS AND CHOCOLATES CC
- () GIANT HYPER CAPE GATE
- () ADVANCE CASH N CARRY
- () ONE UP CASH AND CARRY STRAND
- () PHOENIX CASH & CARRY EMPANGENI
- () UMS WELCOME STORE NAAS
- () PHOENIX CASH AND CARRY
- () SHIELD J AND K WS JKWH
- () SHIELD CHOICE SM CHSL
- () IBC TFS W/S - VRYHEID
- () PREMJEE CASH & CARRY(PTY)LTD
- () SHIELD DEVLAND IMPUPHU WS MNSI
- () ONE-UP PAARL
- () DEVLAND EPPING 1
- () ALBADAWE DISTRIBUTORS CC
- () DEVLAND ERMELO
- () IBC HAPPY FAM WITBANK
- () IBC TRADEPORT EASTERN CAPE
- () IBC BARGAIN WHOLESALERS MARBURG
- () UFI SUNDERLAND RIDGE DC WS
- () TRUE MOTIVES 74 TRUST TA
- () PLATINUM CASH & CARRY
- () IBC TFS BLOEMFONTEIN DC
- () BRIDGEWAY WHOLESALERS
- () FARRIED & HANIF INVESTMENTS CC
- () MALELANE SUPERSPAR
- () STANGER SUPERSPAR
- () POWER MTUBA SUPERSPAR
- () STARWOOD SUPERSPAR
- () RENCKENS SUPERSPAR
- () PLAZA SUPERSPAR
- () PINETOWN MEGA SUPERSPAR
- () KNOWLES SUPERSPAR
- () UMLAZI MEGA SUPERSPAR
- () NQUTU SUPERSPAR

8. **Qualifying purchase:**

Buy any 5 NikNaks balers and stand the chance to win R2500 weekly:

- Consumer must purchase 5 NikNaks balers of any flavour (Cheese, Cheesy Kota, Chutney, Sweet Chili, Flamin' Hot, and BBQ)
- The consumer will need to show their receipt to a Brand Ambassador.
- They can then fill out an entry card with their details and drop it into a sealed box.

9. **Winner Selection:**

- All entries are collated at the end of the week and a random card will be drawn to identify a winner weekly.
- The boxes with entries will be sealed to also ensure no tampering.
- Random draw will be conducted by an IMA personnel in the presence of a witness in a private room so no tampering is monitored. The drawer will select an entry card from the collated box of entries.
- Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

10. **Prizes:**

- The consumer stands a chance to win R2500 cash at each store per weekend. The competition is planned to run for 6 weekends.
- The winner may not ask for your prize to be exchanged for another prize.

11. **Winner Verification and Prize Delivery:** The winner will be contacted via phone and they need to share a copy of their ID and proof of bank account information to verify themselves. The prizes will be delivered via EFT directly to the winners bank account. The payments will be made weekly.

12. **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.

13. **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.

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, recorded or photographed and to have the photographs or recordings 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.

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 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](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.
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 (Gauteng Local Division, Johannesburg) for all matters which are connected to these Terms.
23. **Questions:** Please contact the Customer Care Line – 086 110 0097 if you have any questions about this Competition.
24. **Where to find these Terms:** A copy of these Terms is available at [www.simba.co.za](http://www.simba.co.za)