

NAME:

(The Promotion)

1. **Application:** These terms and conditions govern this Promotion. **Annexure A** forms part of these Terms and includes general terms and conditions as well definitions. It is important that you read and understand the Terms in deciding if you wish to participate and what you can expect from the Promoter.
2. **Terms:** Instructions on how to enter the Promotion, the rules, directions and prizes all form part of these Terms. If you take part in this Promotion, you agree to be bound by these Terms and accept that the Promoter's decision is final.
3. **Where to find these Terms:** A copy of these Terms is available at

| The Promoter | This Promotion is conducted by:                                                                                                                     |  |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|
|              | PepsiCo South Africa (Pty) Limited                                                                                                                  |  |
|              | Pioneer Foods (Pty) Limited                                                                                                                         |  |
|              | Pioneer Foods Groceries (Pty) Limited                                                                                                               |  |
|              | Futurelife Health Products (Pty) Limited                                                                                                            |  |
|              | <b>a subsidiary of PepsiCo Inc., situated at:</b>                                                                                                   |  |
|              | Andre Greyvenstein Avenue Isando, 1600 Johannesburg Republic of South Africa.                                                                       |  |
|              | Parc Du Cap Office Park (Building 5), 10 Willie Van Schoor Avenue, Bellville, 7530, Cape Town, Western Cape, South Africa Republic of South Africa. |  |
|              | 1 Mzimkhulu Drive, La Mercy, Kwa-Zulu Natal, Republic of South Africa.                                                                              |  |
|              | <b>Plus: Agency:</b>                                                                                                                                |  |

c/o PIONEER FOOD GROUP PROPRIETARY LIMITED, Reg. No. 1996/017676/07  
 Parc Du Cap Office Park, Building 5 , 10 Willie van Schoor Avenue, Bellville, 7530, PO Box 4091, Tyger Valley, 7536  
 Tel: +27 21 974 4000  
 Directors: AJ Heyl, TS Matsheka, P Chugh, CW Seitshiro (Non-exec)

c/o PEPSICO SOUTH AFRICA PROPRIETARY LTD, Reg. No. 1995/003667/07, VAT No. 4400150183  
 Andre Greyvenstein Avenue, Isando, Johannesburg, 1600, P.O. Box 99, Isando, 1600, South Africa  
 Tel: +27 (0) 11 928-6000  
 Directors: AJ Heyl, TS Matsheka, P Chugh  
 Company Secretary: R Samodien

|                                               |                                                                               |  |
|-----------------------------------------------|-------------------------------------------------------------------------------|--|
| <b>Who can participate in this Promotion?</b> | You must:                                                                     |  |
|                                               | 1. be 18 years old or older;                                                  |  |
|                                               | 2. permanently reside in the Republic of South Africa; and                    |  |
|                                               | 3. have a valid SA ID / passport, and residency permission.                   |  |
| <b>Promotion platform/venue</b>               |                                                                               |  |
| <b>Promotion Period</b>                       | The Promotion will start on _____ at 00:01 and<br>will end on _____ at 00:00. |  |
| <b>How to participate in the Promotion</b>    |                                                                               |  |
| <b>How many times can you participate?</b>    |                                                                               |  |

|              |                                                                 |  |
|--------------|-----------------------------------------------------------------|--|
| <b>Prize</b> | What is the Prize?                                              |  |
|              | How will you get a prize in this Promotion?                     |  |
|              | How many prizes can you get for participating in the Promotion? |  |

|  |                                                                      |  |
|--|----------------------------------------------------------------------|--|
|  | How many participants will get prizes in this Promotion?             |  |
|  | Can you get more than one prize?                                     |  |
|  | When will you receive your prize?                                    |  |
|  | How will you be contacted and notified if you are receiving a prize? |  |
|  | How much time will you be given to claim your prize?                 |  |
|  | What will happen if you do not claim the prize?                      |  |

|                     |                                                             |  |
|---------------------|-------------------------------------------------------------|--|
| <b>Verification</b> | What will you be asked to provide to confirm your identity? |  |
|                     | What other documents may the Promoter ask you to provide?   |  |

**Other/additional  
terms**

**Questions**

## **ANNEXURE A**

### **GENERAL TERMS AND CONDITIONS**

#### **1. Defined Terms**

|                             |                                                                                                                                             |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Associate</b>            | means any person who is a director, member, partner, employee or agent of, or consultant of PepsiCo or the Agency or the Promoter.          |
| <b>Disqualified persons</b> | means an individual who is not eligible to participate due to specific reasons outlined under the terms of the Promotion.                   |
| <b>Promoter</b>             | means an individual or organization responsible for organizing, marketing, and managing this Promotion.                                     |
| <b>Terms</b>                | means all the terms and conditions which govern this Promotion as detailed in this document, and includes any amendments made to the Terms. |

- People who may not participate in the Promotion:** 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").
- 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 Promotion.
- 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.
- Voucher/Coupon Terms and Conditions:** To use any coupon or voucher awarded in the Promotion, you must follow the terms and conditions which are on the coupon SMS/on the voucher. Vouchers/Coupons are non-refundable and cannot be exchanged for cash. The Promoter is not responsible for the loss, damage, or misuse of the coupon.
- Prize Exchange:** You may not ask for your prize to be exchanged for another prize or for cash.
- Final Decision:** Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judge's decision is final.

8. **Prize Substitution:** The Promoter may substitute prizes with similar prizes or with prizes which have a similar value.
9. **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 Promotion, even where arising from negligent acts or omissions of the Promoter.
10. **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 Promotion or for the business of the Promoter. The Promoter may ask to use your image for marketing purposes, without any payment to you. You agree that the Promoter owns all Intellectual Property Rights in, and may use at our absolute discretion, such publicity and publicity materials. You confirm the grant by you to us of a worldwide, non-exclusive, royalty free license in the Intellectual Property Rights in the Promotion entry so the Promoter shall be entitled to use the entry in any and all media at no cost to the Promoter.
11. **Wrongdoing:** The Promoter may disqualify you if fraud or cheating is suspected in your participation in the Promotion. This can include manipulation of code or falsifying of data. You may also be banned from participating in this or any other competition or promotion which the Promoter or PepsiCo Inc. may run, for a period decided by the Promoter.
12. **Cancellation and Changes:** The Promoter may cancel or make changes to the Promotion, 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 Promotion 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.
13. **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 Promotion or your downloading any materials in this Promotion.
14. **Consumer Protection Act:** The Promotion will be conducted according to the relevant provisions of the Consumer Protection Act, 2008 ("CPA"). Should you win a prize in the Promotion, 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.

15. **Data Privacy:** By participating in the Promotion, 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 Promotion; (b) for activities related to this Promotion; (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://www.pepsico.africa/consumer-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.
16. **Law and jurisdiction:** These Terms are construed, interpreted, enforced and governed by the laws of the Republic of South Africa.