

Spekko Feed Your Curiosity 2024 Competition 15 May 2024 – 15 June 2024
“Spekko 7 Days 7 Ways Campaign.”
Consumer Competition Terms and Conditions/Rules

- 1) **Application:** Please read the Promotion terms and conditions (“**Terms**”) carefully. These Terms apply to everyone participating in the Spekko Feed Your Curiosity competition (“**the Competition**”).
- 2) **The Promoter:** This Competition is conducted by Pioneer Foods (Pty) Limited, a wholly owned subsidiary of PepsiCo Inc., situated 1 Sportica Crescent, Tygervalley, Bellville (“**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) **Promotional Period:** The Competition will start on 15 May 2024 at 00:01 and will end on 15 June 2024 at 00:00.
- 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 this Competition. You must be 18 (eighteen) years old or older to participate in this Competition and have a valid South African Identity document, or a valid passport, and necessary residency permission. If you are under the age of 18, you need consent from your guardian to enter the Competition.

People who may not participate in this 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. If you do not follow Spekko on the Meta platforms (Facebook and Instagram), you must click on the promoted Spekko 7 Days 7 Days competition advert on Meta platforms. If you already follow Spekko on the Meta platforms (Facebook and Instagram), you will have to click on the Spekko 7 Days 7 Ways competition promoted post.
 - b. Once you have clicked on the Spekko 7 Days 7 Days competition advert or post, you will be directed to a Spekko 7 Days 7 Days competition lead form.
 - c. You must complete the full lead form to qualify for a successful entry.

- d. One (1) complete lead form is one (1) entry
- e. Once you have completed the Spekko 7 Days 7 Days competition lead form, you will be either prompted to 1) follow the Spekko brand on the respective Meta platforms (Spekko Facebook or Spekko Instagram) for one (1) additional entry, or 2) share the Spekko 7 Days 7 Days competition post with a friend for an additional one (1) entry.
- f. The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of till slips or otherwise falsifying data.

7) **Winner Selection:**

- a. A valid entry, which will go through a verification process.
- b. A valid entry must have the following:
 - Full completion of the Spekko 7 Days 7 Days competition lead form
- c. Winners will be chosen in a randomised computerised draw.
- d. Seven (7) winners will be chosen at the end of the competition
- e. The winners will be contacted within 48 hours via the cell phone number / email address that they supplied on the Spekko 7 Days 7 Days competition lead form.
- f. Each winner will receive one (1) complete Spekko 7 Days 7 Ways meal kit based on one of the Spekko 7 Days 7 Ways campaign recipes.
- g. Recipients will be notified via the cellphone number / email address supplied in the Spekko 7 Days 7 Days competition lead form that they have won.
- h. Prizes will be awarded via courier to a valid daytime delivery address supplied by the verified prize winner.
- i. Unless the Consumer Protection Act (Act 68 of 2008) specifies differently, the judges' decision is final, and no correspondence will be entered into.

8) **Prizes:**

- There will be a total of seven (7) winners.
- Each winner will receive one (1) Spekko 7 Days 7 Ways meal kit, based on the selected Spekko 7 Days 7 Ways recipes. Each meal kit will include the following:
 - Spekko meal box
 - Spekko apron
 - Spekko recipe card
 - All the ingredients for the selected Spekko recipe
 - One (1) recipe equipment item / or utensil

- 9) **Invalid Entries:** Entries which are incomplete, submitted incorrectly, duplicated 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.

10) **Choosing the winners:**

- a. Winners will be chosen in a random computerised draw.

- b. The winners will be contacted within 48 hours via the cell phone number / email address that they supplied on the Spekko 7 Days 7 Days competition lead form.

11) Prize Delivery:

- a. To claim their prize, the winner must provide the Promoter with a copy of their entry, their South African identity document or permanent residency permit and proof of address for delivery.
- b. The prizes are not exchangeable and non-transferrable and not transferable.

12) **Defects:** The Promoter is not responsible for defects in the prizes.

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, or use and enjoyment of the prize, 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 name and image for marketing purposes, without any payment to you. By entering the Competition, you consent to being photographed and to have your photograph, full name, and province published/broadcast publicly on any media platform/s identified by the Promoter at the Promoter's discretion.

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 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.

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 Promotion or your downloading any materials in this Promotion.

19) **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 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 if applicable.

20) **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 . 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 the Customer Care Line – **0800 212 360** if you have any questions about this Competition.

23) **Where to find these Terms:** A copy of these Terms is available at www.spekkorice.co.za