

SPAR – Pasta Grande – Make it Grande Competition Terms and Conditions/Rules

1. Pasta Grande – Make it Grande - Competition Terms and Conditions/Rules

Application and Promoter: Please read the competition terms and conditions ("**Terms**") carefully. These Terms apply to all persons entering the promotional competition ("**the Competition**") conducted by the Pasta Grande Brand of Pioneer Foods (Proprietary) Limited, situated Glacier Place, 1 Sportica Crescent Tygervalley, Bellville ("**the Promoter**").

2. Terms: Instructions on how to enter the Competition, including all rules, mechanics, procedures, directions and prizes all form part of these "Terms". If you take part in this Competition, you expressly agree to be bound by these Terms and accept that the Promoter's decision is final and that no correspondence will be entered into. Prizes are not transferable, substitutable, or exchangeable in any form and, cannot be exchanged for cash (unless the prize is a cash prize).

3. Eligibility: The Competition is open to all citizens and residents of South Africa. In the case of residents, a valid passport and necessary residency permission should be provided. Persons that are excluded from entering the Competition include 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"). You must be 18 years or older to enter this Competition.

4. Mechanic: Stand a chance to Win 1 of 50 SPAR Instore vouchers, valued at R1000 each:

4.1. In order to enter the Competition, the participant must purchase three products from the Pasta Grande range.

4.2. Participants must then enter by WhatsApp to stand a chance to win 1 of 50 SPAR Instore vouchers. To enter via WhatsApp, send a clear picture of your till slip to 0637364141 and follow all of the prompts until the session is complete. Only sessions which have been completed will be deemed eligible for the end of campaign draws. All images must be of a unique receipt whereby three collective participating products were bought, and the date of purchase is clearly visible.

4.3. Winners of the SPAR Instore vouchers will be determined under a random draw mechanism within 21 working days of the campaign closing and will be contacted within 10 working days of the draws taking place.

4.4. Participants must retain till slips as proof of purchase in order to claim their prize. Upon receiving a phone call from the Promoter or appointed agent to announce that they are a winner, the entrant may also be required to provide their original unique till slip for their purchase as proof of purchase for the collective products. The till slip must correlate with the finalist's entries; i.e. the products procured to enter the competition must reflect on the till slip provided. Should the winner not be able to provide a scan or photograph of the original unique slip to the campaign managing companies on request, they will be disqualified. The slip is not to be written on or tampered with in anyway.

4.5. A Winner shall only be eligible for one prize notwithstanding how many times they have entered.

4.6. The Promoter is not liable for the failure of any technical element relating to this competition that may result in an entry not being successfully submitted.

4.7. Entries which are unclear, illegible or contain errors will be declared invalid.

4.8. Data charges may apply. The cost per WhatsApp message should be approx. R0.01

4.9. No entries by post or any other form will be accepted.

4.10. One valid till slip will equate to one entry per qualifying draw, regardless of total purchases on the till slip i.e. one completed session = one entry into a draw should the participant qualify.

4.11 Participating packs

PRDUCT NAME
PASTA GRANDE MACARONI 1KG
PASTA GRANDE MACARONI 3KG
PASTA GRANDE MACARONI 500GR
PASTA GRANDE MAIZE PASTA PENNE 500GR
PASTA GRANDE PENNE RIGATE 500GR
PASTA GRANDE SCREWS 500GR
PASTA GRANDE SCREWS TRI COLOUR 500GR
PASTA GRANDE SPAGHETTI 1KG
PASTA GRANDE SPAGHETTI 500GR
PASTA GRANDE SHELLS 500GR
PASTA GRANDE ELBOW 500GR
PASTA GRANDE CAVATAPPI 500GR
PASTA GRANDE GNOCCHI 500GR
PASTA GRANDE MIXED RAINBOWS 500GR

5. **Competition Duration/Promotional Period:** The Competition will start on 11 July 2023 at 00:01 and will end on 11 September 2023 at 23:59.

6. **Winner Selection:** Win 1 (one) of 50 (fifty) Spar Instore Vouchers. Winners will be selected by 30 September 2023 and announced no later than 7 October 2023

7. **Prizes:** There are 50 (fifty) Spar Instore Vouchers to be won during the campaign duration

8. **Winner Verification and Prize Delivery:** If your till-slip has been selected as a winner, you will be contacted to participate in the verification process within a period of 5 weeks after the Competition closes. The verification process will ask you for information which is required to verify your entry as well as to facilitate the delivery of your prize. If the Promoter cannot reach you after 6 attempts have been made during business hours (i.e., between 08h00 and 17h00 , excluding public holidays) within a period of 5 working days then you will forfeit the prize and a new winner will be selected, by random selection. Timelines for fulfilment of the prize will be discussed between the Promoter and the school. The Promoter will aim for fulfilment of the prize within 2 (two) weeks from the date of confirmation of acceptance of the prize.

9. The **Promoter's** decision is final, and no correspondence will be entered into.

10. **Defects:** The Promoter is not liable for any defect in the prizes.

11. **Prize Terms and Conditions:** The prize is non-refundable and cannot be exchanged for cash in part or full.

12. **Prize Substitution:** The Promoter reserves the right to substitute prizes with any other prize of similar value.

13. **Indemnity:** To the maximum extent allowed by law, participants and winners indemnify the Promoter, its affiliates, associated companies, advertising agencies, advisers, suppliers, and agents against all claims, damages or losses resulting from participation or winning in this Competition, even where arising from negligent acts or omissions of the Promoter.

14. **Image Rights:** The Promoter may request the winners to be identified and photographed and to have the photographs published in various media, including but not limited to print and web-based media, for purposes of the Competition and for marketing material relating to the Competition, or to appear on radio and television, when accepting their prizes and/or after having received their prizes. The participants/winners may decline the publication of their images or participation in the Promoter's marketing material by contacting the Promoter using the inquires contact details provided in these Terms.

15. **Transgressions:** Any attempt to damage or interfere with the social media pages and website used in connection with the Competition or the information on it, or to otherwise undermine the legitimate operation of the Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent

permitted by law. The Promoter reserves the right (subject to applicable law) to disqualify and/or ban any individual who tampers with or attempts to subvert or interfere with the Competition website or entry process or prize retrieval process. Any participant who transgresses any of these terms and conditions or who acts in any way contrary to the spirit of this Competition may be banned from entry into this, or into any other Promoter or PepsiCo Inc. promotional competitions, for a period deemed appropriate by Promoter management.

16. Cancellation and Amendment: The Promoter reserves the right to cancel or amend or alter the Competition and its Terms 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 shall become effective immediately after being altered or on such date as may be determined by the Promoter. No participant shall have any recourse against the Promoter as a result of the alterations of the Terms or prizes.

17. Technical failures and Unauthorized intervention: If for any reason the Competition is not capable of running as planned as a result of any technical failures, unauthorized intervention, computer virus, mobile network failure, social media site downtime, tampering, fraud or any other causes beyond the Promoter's control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition and/or to disqualify and/or ban any individual who (whether directly or indirectly) causes (or has caused or has attempted to cause) the problem. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms the Promoter will not be liable for any failure to perform or delay in performing its obligation.

18. Non-Waiver of Terms: A failure by the Promoter to enforce any one of the Terms in any instance(s) will not give rise to any claim or right of action by any participant or prize winner, nor shall it be deemed to be a waiver of any of the Promoter's rights in relation to the same.

19. Consumer Protection Act: The Competition will be conducted according to the relevant provisions of the Consumer Protection Act, 2008 ("CPA"). Winners must promptly do all things necessary to allow the Promoter to comply with its obligations under the CPA including, but not limited to providing information, which may include personal information, required to facilitate handing over the prize.

20. Data Privacy: By participating in the Competition, participants consent to the transfer, storage and processing of their personal information. Participants 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 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 participants 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 the participant's personal information. Participants further agree that their personal information may in appropriate circumstances reside outside of South Africa, and hereby agree to the transfer of their personal information to locations outside of South Africa and the use of their personal information in such locations as described in this clause.

21. Severability: If any provision of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and shall not affect the validity or enforceability of any remaining provisions.

22. Law and jurisdiction: These Terms shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the Western Cape High Court, Cape Town in respect of all matters arising out of or in connection with the Terms.

23. Inquiries: All queries in connection with this Competition should be directed to Pioneer Foods Customer Care Line – 086 11 000 97.

24. Availability of these Terms: A copy of these Terms is available at <https://www.pioneerfoods.co.za>

WHOLESALE - Pasta Grande – Make it Grande Competition Terms and Conditions/Rules

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3. Eligibility: The Competition is open to all citizens and residents of South Africa. In the case of residents, a valid passport and necessary residency permission should be provided. Persons that are excluded from entering the Competition include 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"). You must be 18 years or older to enter this Competition.

4. Mechanic: Stand a chance to Win 1 of 40 Microwaves, valued at R2000 each:

4.1. In order to enter the Competition, the participant must purchase three products from the Pasta Grande range.

4.2. Participants must then enter by WhatsApp to stand a chance to win 1 of 40 Microwaves . To enter via WhatsApp, send a clear picture of your till slip to 0637364141 and follow all of the prompts until the session is complete. Only sessions which have been completed will be deemed eligible for the end of campaign draws. All images must be of a unique receipt whereby three collective participating products were bought, and the date of purchase is clearly visible.

4.3. Winners of the Microwaves will be determined under a random draw mechanism within 21 working days of the campaign closing and will be contacted within 10 working days of the draws taking place.

4.4. Participants must retain till slips as proof of purchase in order to claim their prize. Upon receiving a phone call from the Promoter or appointed agent to announce that they are a winner, the entrant may also be required to provide their original unique till slip for their purchase as proof of purchase for the collective products. The till slip must correlate with the finalist's entries; i.e. the products procured to enter the competition must reflect on the till slip provided. Should the winner not be able to provide a scan or photograph of the original unique slip to the campaign managing companies on request, they will be disqualified. The slip is not to be written on or tampered with in anyway.

4.5. A Winner shall only be eligible for one prize notwithstanding how many times they have entered.

4.6. The Promoter is not liable for the failure of any technical element relating to this competition that may result in an entry not being successfully submitted.

4.7. Entries which are unclear, illegible or contain errors will be declared invalid.

4.8. Data charges may apply. The cost per WhatsApp message should be approx. R0.01

4.9. No entries by post or any other form will be accepted.

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4.11 Participating packs

PRODUCT NAME
PASTA GRANDE MACARONI 1KG
PASTA GRANDE MACARONI 3KG
PASTA GRANDE MACARONI 500GR
PASTA GRANDE MAIZE PASTA PENNE 500GR
PASTA GRANDE PENNE RIGATE 500GR
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PASTA GRANDE ELBOW 500GR
PASTA GRANDE CAVATAPPI 500GR
PASTA GRANDE GNOCCHI 500GR
PASTA GRANDE MIXED RAINBOWS 500GR

5. **Competition Duration/Promotional Period:** The Competition will start on 11 July 2023 at 00:01 and will end on 11 September 2023 at 23:59.

6. **Winner Selection:** Win 1 (one) of 40 (forty) Microwaves. Winners will be selected by 30 September 2023 and announced no later than 7 October 2023

7. **Prizes:** There are 40 (forty) Microwaves to be won during the campaign duration

8. **Winner Verification and Prize Delivery:** If your till-slip has been selected as a winner, you will be contacted to participate in the verification process within a period of 5 weeks after the Competition closes. The verification process will ask you for information which is required to verify your entry as well as to facilitate the delivery of your prize. If the Promoter cannot reach you after 6 attempts have been made during business hours (i.e., between 08h00 and 17h00 , excluding public holidays) within a period of 5 working days then you will forfeit the prize and a new winner will be selected, by random selection. Timelines for fulfilment of the prize will be discussed between the Promoter and the school. The Promoter will aim for fulfilment of the prize within 2 (two) weeks from the date of confirmation of acceptance of the prize.

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13. **Indemnity:** To the maximum extent allowed by law, participants and winners indemnify the Promoter, its affiliates, associated companies, advertising agencies, advisers, suppliers, and agents against all claims, damages or losses resulting from participation or winning in this Competition, even where arising from negligent acts or omissions of the Promoter.

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