**TERMS AND CONDITIONS – Pepsi #PepsiMillionBuckSip Competition 2019**

1. **Application and Promoters:** Please read these competition terms and conditions (“Terms”) carefully. These Terms apply to all persons entering the promotional competition (the “Competition”) conducted by Little Green Beverages (Pty) Ltd trading as The Beverage Company, situated at 20 Anvil Road, Isando, 1609 under authority by PepsiCo Inc. (“PepsiCo”) together with its appointed marketing agencies (DUKE, Positive Dialogue, Have You Heard and Mark1 Media) (“Promoters”).

2. **Terms:** Instructions on how to enter this Competition including all rules, mechanics, procedures, directions and all prizes 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 Promoters’ decision is final and shall be made in the Promoters’ sole, absolute and unfettered discretion, and that no correspondence will be entered into. Prizes are not transferable, substitutable or exchangeable in any form.

3. **Eligibility:** The Competition is open to all citizens and legal residents of South Africa (provided that the entrant is also a legal resident in South Africa at the time of winning and receiving any prize herein), and who at the time of entering the Competition are over the age of 18 (eighteen) years, have a valid South African bank account and are in possession of a valid South African Identity Document (note: in the case of residents: participants/entrants must also have a valid passport and necessary residency permission). Persons excluded from entering the promotional competition are any person who is a director, member, partner, employee or agent of, or consultant (“Associates”) of the Promoters, Little Green Beverage Company and/or PepsiCo, or any other person who directly or indirectly controls, is employed by or is controlled by Promoters, 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/products identified by the trademarks owned by or licensed to PepsiCo Inc. and its affiliates (“Disqualified Persons”).

Any person who has won a prize from PepsiCo Inc., Simba (Pty) Ltd as an affiliate of PepsiCo Inc. or the Promoters in the last 24 (twenty-four) months (as from the 1st October 2017) may not qualify as a winner under this promotional competition.

4. **Competition Period:** The Competition will run from the **1st of October 2019** at 00:01 and will end on the **31st of December 2019** at 00:00 (“Competition Duration” or “Promotional Period”).

**5. ENTRY MECHANIC:** To stand a chance of winning a Prize in the Competition, entrants must:

(i) purchase any 330ml, 600ml or 2L participating #PepsiMillionBuckSip branded PET (plastic) bottle, or a 300ml slimline branded can, of Pepsi MAX product depicting the #PepsiMillionBuckSip promotional mechanic and yellow cap **(“Participating Product(s)”)** during the Promotional Period**.**

(ii) Entrants must either (a) film themselves on their mobile phone taking a sip of a Participating Product, and say to the camera “This Pepsi MAX tastes like a million bucks”, or (b) take a photo of themselves sipping a Participating Product.

(iii) In the case of a video entry, entrants must post the video to Social Media (Facebook, Twitter and Instagram) using the hashtag #PepsiMillionBuckSip.

(iv) In the case of a photo entry, entrants must post the photo to social media using the hashtag #PepsiMillionBuckSip and must also caption the photo “This Pepsi MAX tastes like a million bucks”.

NOTE: Use of the hashtag #PepsiMillionBuckSip will allow the Promoters to collate all entries. #PepsiMillionBucksSip will also be accepted as a legitimate entry.

The Social Media channels to be used are Facebook, Instagram and Twitter.

6. **PRIZES:** Participants who enter the Competition using #PepsiMillionBuckSip stand a chance to win either:

(i) A Grand Cash Prize of R1,000,000 (One Million Rand)

or

* (ii) 1 (one) of 12 (twelve) Weekly Cash Prizes to the value of R5,000 (Five Thousand Rand) each, for the duration of the Promotion.

6.1. **WEEKLY CASH PRIZES:**

Winning entries for the Weekly Cash Prizes will be randomly drawn on a Tuesday morning at 09.00 from all valid entries received during the previous week (each Monday morning at 00.01 until the following Sunday at 11.59).

**Weekly Cash Prize Winner Selection and Verification**: The Promoters will conduct a random draw from the total list of valid entries received within the previous week to determine the possible Weekly Cash Prize winner. The potential winners will be contacted each week by the Promoters via the social media channel used to enter the Competition; and will be required to participate in an audit verification process and provide a copy of their Identity Document and Proof of Residence. Once the required audit verification has been completed, confirmed and verified, the possible winner will be declared as an official Weekly Cash Prize winner and will be contacted by Promoters to complete, sign and return a prize acceptance form to facilitate the deposit of the Weekly Cash Prize into the chosen South African Bank Account of the winner. The declared winner must also provide valid proof of banking. If the Promoters are unable to get hold of the potential Weekly Cash Prize winner on the social media channel used to submit the selected entry into the Promotional Competition in order to inform the potential Weekly Cash Prize winner that he/she is a potential winner; and/or if the potential Weekly Cash Prize winner does not provide the Promoters with a copy of their Identity Document; Proof of Residence; a completed, signed prize acceptance form and valid proof of banking within 2 (two) days of request by the Promoters to do so, the Promoters will keep trying for 48 (forty eight) hours before a replacement/ substitute Weekly Cash Prize winner is drawn in the same manner as the first. The Weekly Cash Prize will be paid into the Weekly Cash Prize winner’s nominated South African bank account within 7 (seven) days after the audit verification process has been completed and the potential Weekly Cash Prize winner has provided the Promoters with all required documents.

6.2. **GRAND PRIZE:** Participants stand a chance to win 1 (one) Grand Cash Prize of R1,000,000 (One Million Rand). A single possible winning entry will be randomly drawn from all valid entries received from the 1st October 2019 to the 31st December 2019 at the end of the Promotional Period.

**NOTE:** Weekly Cash Prize winners are eligible for entry into the random draw for a chance to win the Grand Cash Prize.

**Grand Prize Winner Selection and Verification:** Similar to the Weekly Cash Prize Winner Selection Process, the promoters will conduct a random draw from the total list of valid entries to determine the possible Grand Cash Prize winner. The potential winner will be contacted by the Promoters via the social media channel used to enter the Competition, will be required to participate in an audit verification process and provide a copy of their Identity Document/Proof of Residency. Once the required audit verification has been completed, confirmed and verified, the possible winner will be declared as the official Grand Cash Prize winner and will be contacted by Promoters to complete, sign and return a prize acceptance form to facilitate the deposit of the Grand Cash Prize into the chosen South African Bank Account of the winner. The declared winner must provide valid proof of banking. If the Promoters are unable to get hold of the potential Grand Cash Prize winner on the social media channel used to submit the selected entry into the Promotional Competition, in order to inform the potential Grand Cash Prize winner that he/she is a potential winner; and/or if the potential Grand Cash Prize winner does not provide the Promoters with a copy of their Identity Document; Proof of Residence; a the completed, signed prize acceptance form and valid proof of banking within 2 (two) days of request by the Promoters to do so, the Promoters will keep trying for 48 (forty eight) hours before a replacement/ substitute Grand Cash Prize winner is drawn in the same manner as the first. The Grand Cash Prize will be paid into the declared winner’s nominated and valid South African bank account within 7 (seven) days after the audit verification process has been completed and the winner has provided the Promoters with all required documents..

7. **Entry Expenses**: Promoters will not be responsible for any other expenses whatsoever which the winner may incur as a result of their acceptance and/or use of the Weekly Cash Prizes and/or Grand Cash Prize, whether foreseen or not.

8. **Image Rights and Publication:**

8.1. The entry material (video or photo) of all Competition participants, and the names of the Weekly Cash Prize Winners and the Grand Cash Prize Winner, may be published on the Promoter’s social media sites, and accordingly by participating in this Competition, all entrants are deemed to have read and understood the terms and conditions of the social media sites of Facebook, Twitter, Promoter’s website, and of entrants’ mobile network service provider, and entrants further allow the Promoters permission to publish his/her name and photograph on the Promoter’s Social Media pages.

8.2 All winners may be requested by the Promoters to be identified and photographed and may be required to appear on any form of media and/or social media, including but not limited to print and web based media or to appear on radio and television when accepting their prize or after having received their prize, for which no fee will be payable, and subject to the provision that the winner may at any time prior to such marketing appearance or publication of their image, decline the publication of their image or participation in the Promoters’ marketing material.

9. **Intellectual Property** The copyright, intellectual property rights, image rights and any other rights vesting in any competition footage, posts and photographs (whether depicting the winner or not) shall remain the property of the Promoters, who reserves the right to use it in any way.

10. **Transgressions:** Any participant who transgresses any of these terms and conditions or disparages the promotion or promotional brands in any way or who acts in any way contrary to the spirit of this Competition, may be banned from entry into this, or into any other of the Promoters or PepsiCo promotional competitions, for a period deemed appropriate by management. 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 Promoters reserve the right (subject to applicable law) to disqualify or ban any individual who tampers with or attempts to subvert or interfere with the Competition social media channels or entry process or prize retrieval process.

11. **Cancellation and Amendment**: The Promoters reserve the right to cancel or amend or alter the Competition and its rules or prizes (not already awarded, to any other substitute 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 entrant shall have recourse for such cancellation or alteration. Any changes will be posted either within the competition information or these terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Promoters. No participant shall have any recourse against the Promoters as a result of the alterations of the rules or prizes.

12. **Invalid Entries**: Entries which are unclear, illegible, incomplete, are submitted via an incorrect entry mechanism or contain errors or false information or from Disqualified Persons, will be declared invalid. The Promoters may refuse to award the prize if the Terms have not been adhered to or if the Promoters detect any irregularities or fraudulent practices. If the Promoters are unable to reach any entrant or complete the verification process after drawing his/her entry for whatsoever reason, such entrant will be disqualified and the draw of a replacement entry shall take place in the same manner as the first draw.

13. **Defects and Applicable Costs:** The Promoters are not liable for any defect in the Prizes. All ancillary costs, including but not limited insurance, government taxes or other fees applicable, are the responsibility of the winners, and/or entrants.

14.**Limitation of Liability:** All entrants, participants and the winners and users of the prizes to the maximum extent permitted by law, indemnify the Promoters and PepsiCo, their advertising agencies, advisers, nominated agents, suppliers and Bottlers of beverages identified by the trademarks owned by or licensed to PepsiCo Inc., its affiliates and/or associated companies against any and all claims, loss, damage, harm, injury of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters and/or use of the Prizes).

15. **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 Promoters’ control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Promoters reserve the right to cancel, terminate, modify or suspend the Competition or to disqualify 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 Promoters and which prevents the Promoters from complying with these Terms the Promoters will not be liable for any failure to perform or delay in performing its obligation.

16. **Lost and Stolen Prizes:** In cases where prize of money (cash) is paid into the incorrect bank (and where such account has been provided by the participant) account or such monies are stolen or, the Promoters will not replace or reimburse the remaining balance of cash. The Promoters will not be responsible for any balance of cash lost as a result of theft or fraud. The Promoters will not be responsible for any unauthorised use of cash where the card number, PIN, bank account details or any authorising credentials have become known to another party.

17. **Non-Waiver of Terms:** A failure by the Promoters 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 Promoters’ rights in relation to the same.

18. **Legal Compliance:** All entrants and participants are advised that in compliance with the laws of the countries in which Promoters operate, Promoters are required to retain certain information (where applicable) of participants, entrants and winners for a period of 3 (three) years (“Personal Information”). Such Personal Information to be retained by the promoters includes (but is not limited to) the full names, identity numbers, contact details and winners acknowledgement of prize receipts. Accordingly, the Promoters will require the winners to complete and submit an information disclosure agreement and indemnification to enable the Promoters to ensure compliance with these rules, as well as with the Protection of Personal Information Act (“POPI”) and South African Consumer Protection Act 68 of 2008 (“Consumer Act”). Should any entrant, participant and/or winner refuse or be unable to comply with this rule for any reason, such entrant, participant and/or winner will be deemed to have rejected the Prize(s) and it shall revert back to the promoters.

19. **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.

20. **Law and jurisdiction:** These Terms shall be governed by the laws of South Africa. All entrants, participants and winners consent to the non-exclusive jurisdiction of the courts of South Africa in respect of all matters arising out of or in connection with the Terms.

21. **Inquiries:** All queries in connection with this promotional competition should be directed to PepsiCo`s Customer Care Line – 086 1 500 111

22. **Availability of these Terms**: A copy of the competition rules is available and can be downloaded in printable form from [www.facebook.com/pepsisouthafrica](http://www.facebook.com/pepsisouthafrica)