TERMS AND CONDITIONS – Pepsi UEFA Champions League Promotional Competition 2019

1. 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. together with its appointed marketing agencies (DUKE, Apex and Mark1 Media) (“Promoters”).

2. 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 agree to be bound by these Terms and accept that the Promoter’s decision is final and shall be made in the Promoters’ sole, absolute and unfettered discretion, and no correspondence will be entered into. Prizes are not transferable, substitutable or exchangeable in any form and in particular cannot be exchanged for cash. Entry implies acceptance of these Terms.

3. The Competition is organized by the Promoters, and is open to all citizens and legal residents of South Africa (provided that entrant is also a legal resident in South Africa at the time of winning and receiving any prize herein), and whom at the time of entering the Competition are over the age of 18 (eighteen) years, 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 are 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 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”).

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

5. Participants stand a chance to win one (1) of the following Prizes as articulated in Paragraph 7 below:

* 1 (one) Grand Cash Prize to the value of R200,000 (Two Hundred Thousand Rand)
* Daily airtime vouchers in the denomination of 14,000 x R5 (Five Rand) and 3,000 x R10 (Ten Rand), with a total value of R100,000 (One Hundred Thousand Rand) in total for participants entering using a **prepaid mobile number** only; or
* Weekly prizes as follows of a make, model, colour and brand of the Promoters’ choice to the total value of R 150,000 (One Hundred and Fifty Thousand):
  + 1 (one) of 2 (two) Sony PlayStation 4s; or
  + 1 (one) Smartphone 64GB; or
  + 1 (one) of 4 (four) Sneakers Vouchers to the value of R2000 each; or
  + 1 (one) of 4 (four) Bluetooth Speakers; or
  + 1 (one) of 4 (four) Sunglass Vouchers to the value of R2000 each; or
  + 1 (one) of 2 (two) Wireless Headphones; or
  + 1 (one) Smart Watch; or
  + 1 (one) Laptop; or
  + 1 (one) of 6 (six) pairs of Football Boots Vouchers to the value of R1500 each; or
  + 1 (one) Drone; or
  + 1 (one) of 119 (one hundred and nineteen) Burger King Whopper Vouchers to the value of R41.90 each; or
  + 1 (one) of 500 (five hundred) Pepsi Product Vouchers to the value of R10 each.

Exact prizes may differ slightly from images used in promotional communication. Prize makes and models remain at the discretion of the Promoters. Images for illustrative purposes only.

**6. ENTRY MECHANIC:** To stand a chance of winning a Prize in the Competition, entrants must purchase any 330ml, 600ml or 2l participating UEFA Champions League (“UCL”) branded PET (plastic) bottle of PEPSI product or PEPSI MAX product, depicting the UCL promotional mechanic and green cap during the Promotional Period. (Note that CANS of Pepsi / Pepsi MAX Product are excluded from this promotional competition) (“Participating Products”).

Entrants must then dial \*120\*9902# and answer the questions that follow.

Free minutes and SMS bundles do not apply. Entrants may only use each unique code once to enter the promotional competition**.**

7. **DAILY PRIZES:** Participants who enter using a prepaid mobile number stand a chance to win airtime vouchers in the denomination of R5 (five Rand) and R10 (ten Rand) for participants entering using a prepaid mobile number. The total collective value of all airtime vouchers that could be won is R100,000 (one hundred thousand Rand) in total.

Winning entries will be randomly drawn daily from all valid entries received from the 1st of March 2019 to the 31st of May 2019 (“Daily Airtime Prize”). Winners of the Daily Airtime Prize will be sent an SMS to the prepaid cell phone number used. The airtime will be loaded directly to the prepaid cell phone number used to enter the promotion and is not transferable.

Please see below the response which winners will receive:

Congratulations, You have won R5 airtime!

or

Congratulations, You have won R10 airtime!

Keep entering to stand a chance to win great prizes! Ts & Cs at www.pepsi.co.za

NB: Cell phone contract holders regardless of package cannot win airtime as the Daily Airtime Prize is only valid for pay as you go / prepaid mobile numbers. Daily prizes are not transferable. Daily airtime voucher prizes are for pre-paid customers only and should entrant not enter using pre-paid mobile device they will automatically forfeit the daily prize.

NB: Should an entrant enter more than 5 (five) incorrect codes over the full duration of the Promotional Period the Promoter reserves the right to automatically block the entrant and entrants mobile number for the full duration of the Promotional Period.

Or

7.1. **WEEKLY PRIZES:** Participants stand a chance to win 1 (one) of the weekly prizes detailed under Section 5 above. The colour, make and model and brand of all weekly prizes are of the Promoter’s choice (“Weekly Prize”).

Each week, entries will be randomly drawn from all valid entries received from the 1st March 2019 to the 31st May 2019 in accordance with the number of weekly prizes being given away each week. The promoters will conduct a weekly random draw from the total list of entrants to determine the possible weekly Prize winners. Winners will be contacted by the Promoters via the mobile number used to enter Competition and the possible winning entrant and 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 winners will be declared as an official weekly Prize winner and will be contacted by Promoters to complete, sign and return a prize acceptance form and to facilitate delivery of 1 (one) weekly Prize to their address of choice within South Africa within 3 (three) weeks from the end of the Promotional Period. If winners are unable to take the delivery at the agreed upon date, time and location, they will be required to collect the prize themselves from the Promoter’s nearest distribution hub. If the Promoters are unable to get hold of the winner on the mobile number used to submit the selected entry into the Promotional Competition and/or if the potential weekly prize winner does not provide the Promoters with a copy of their Identity Document / Proof of Residency and/or the completed, signed prize acceptance form and/or the delivery address within 2 (two) days of request by the Promoters to do so, they will keep trying to contact the potential weekly prize winner and/or obtain the required document for audit verification purposes and/or obtain the required completed prize acceptance form and/or obtain the potential weekly prize winner’s delivery address for 48 (forty eight) hours before a replacement/ substitute winner is drawn in the same manner as the first;

Or

7.2. **GRAND PRIZE:** Participants stand a chance to win 1 (one) Grand Cash Prize of R200,000 (Two Hundred Thousand Rand). A single possible winning entry will be randomly drawn from all valid entries received from the 1st March 2019 to the 31st May 2019 at the end of the Promotional Period. The promoters will conduct a random draw from the total list of entrants to determine the possible Grand Cash Prize winner. The potential winner will be contacted by the Promoters via the mobile number used to enter the Competition and 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 an official Grand Cash Prize winner and will be contacted by Promoters to complete, sign and return a prize acceptance form and to facilitate the deposit of the Grand Cash Prize into a chosen South African Bank Account of the winner. If the Promoters are unable to get hold of the potential Grand Cash Prize winner on the mobile number used to submit the selected entry into the Promotional Competition 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 Residency and/or the completed, signed prize acceptance form and/or sufficient proof of bank details 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 Grand Cash Prize winner’s nominated South African bank account within 7 (seven) days after the audit verification process has been completed and the potential Grand Cash Prize winner has provided the Promoters with all required documents including but not limited to their Identity Document / Proof of Residency completed, signed prize acceptance form and sufficient proof of their nominated South African bank account.

8. 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 Daily Prizes and/or Weekly Prizes and/or Grand Prize, whether foreseen or not.

9. 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 March 2017) may not qualify as a winner under this promotional competition.

10. All the winners’ names 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.

11. The winner 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 request by Promoters to do so.

12. 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.

13. 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 website or entry process or prize retrieval process.

14. 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.

15. 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.

16. The Promoters are not liable for any defect in the Prizes. All ancillary costs, including but not limited to transport, meals, personal and incidental expenses, insurance, government taxes or other fees applicable, are the responsibility of the winners, and/or entrants.

17. All entrants, participants and the winners and users of the prizes to the maximum extent permitted by law, indemnify 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).

18. 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.

19. In cases where a cash card or cash voucher or airtime voucher is lost or stolen or a prize of money (cash) is paid into the incorrect bank account or such monies are stolen or, the Promoters will not replace or reimburse the remaining balance on the cash card or voucher or airtime or cash. The Promoters will not be responsible for any balance lost on the cash card, cash voucher, airtime or cash as a result of theft or fraud. The Promoters will not be responsible for any unauthorised use of a cash card, cash voucher or airtime voucher or cash where the card number, voucher number, airtime voucher number, PIN, bank account details or any authorising credentials have become known to another party.

20. 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.

21. 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 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.

22. 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.

23. 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.

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

25. A copy of the competition rules is available and can be downloaded in printable form from https://www.pepsi.co.za