

TERMS AND CONDITIONS - Pick n Pay Express Cruise Promotional Competition

- 1. Please read these competitions terms and conditions (“Terms”) carefully. These Terms apply to all persons entering the promotional competition (the “Competition”) conducted by Simba (Proprietary) Limited, situated at Clearwater Estate Office Park, corner Park and Atlas roads, Boksburg, 1459, South Africa with P.O. Box 99, Isando, 1600, Tel: 011 928 6000 (“Simba”) and Pick n Pay Express (collectively “Promoters”).**
- 2. If you do not agree to be bound to any or all of these Competition Terms contained herein, please do not enter the Competition. Instructions on how to enter this Competition 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 Promoters decision is final and shall be made in Promoters’ sole, absolute and unfettered discretion and no correspondence will be entered into. Prizes are not transferable or exchangeable in any form and in particular cannot be exchanged for cash. Entry implies acceptance of these Terms.**
- 3. The promotional competition is organized by Simba (Proprietary) Limited and Pick n Pay Express (“Promoters”), and is open to all citizens and legal residents (provided that entrant is also resident in South Africa at the time of winning and receiving any Prize herein) of South Africa, who at the time of entering the Promotional competition are over the age of 18 (eighteen) years, and are in possession of a valid South African Identity Document (in the case of residents, must also have a valid passport and necessary residency permission), **except for** 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 identified by the trademarks owned by or licensed to PepsiCo Inc. (“Disqualified Persons”).**
- 4. The Competition will run from Monday 06th June 2016 at 00:01 and will end on Sunday the 17th July 2016 at 00:00 (“Competition Duration”).**

To stand a chance of winning one of the prizes in the Competition, entrants must purchase any two Simba, Lay's, Doritos, NikNaks and Fritos Small Bag participating products ("Participating Products"), from any participating Pick n Pay Express, and keep the till slip for verification, then SMS your name, surname and the word "cruise" to 45923. SMS charged at R1.50. Free minutes and SMS bundles do not apply. Entrants are only permitted to enter the Promotional Competition as many times as they wish provided they purchase the Participating Products each time during the Competition Duration and retain their till slips. However, participants are only eligible to win 1 (one) Prize under this Promotional Competition.

5. There will be 3 (three) winners selected, at the end of the promotional period. Promoters will conduct a random draw from all entries received, to determine possible winners. In order for possible winners' particular entry to be confirmed as valid, Promoters will contact the possible winners via telephone or email and conduct a promotional competition verification process. Once the verification process is completed successfully, winners will be declared and notified after the promotional competition closes. Once winners are declared as such, they will be notified by Promoters how and when to collect the prize.
6. All valid entrants stand a chance to win the following prize: 1 (one) of 3 (three) Cruises for 2 (two) - the winner and a chosen partner - to the Portuguese Islands to the value of R30000 (thirty thousand rand) only per prize.
7. Each prize will consist of a travel package that includes:
 - A cruise for 4(four) days to the Portuguese Islands;
 - 3(three) nights' accommodation where the couple (winner and partner) share an inside cabin;
 - selected meals and drinks;
 - R 2500 (two thousand and five hundred rand) Spending money per person
 - VIP hampers provided by promoter
 - return flights for the winner and his/her partner to and from Durban on an economy class on a flight route and airline of the Promoters' choice from a city in South Africa where the winner resides; and
 - travel insurance for the winner and his/her partner.

8. Entrants whose entries have been drawn and have been confirmed as valid after the verification process, will be notified telephonically within 2 (two) weeks from the Draw Date and declared a winner. Entrants that do not have a valid till slip from any participating Pick n Pay Express confirming the purchase of the Participating Products which were purchased during the Competition Duration within the given timeframe for any reason whatsoever, will be deemed not to have qualified for the Prize. Entrants shall be required to provide a copy of their till slip together with a copy of their Identity Document/Proof of Residency, and copy of their Passport of the possible winner and partner that is valid for at least 6 months after 1 July 2016, in other words, valid at least until 1 January 2017, and which Passports must have at least 4 (four) blank pages), in order for a possible winner's particular entry to be confirmed as valid.
9. Should the winner and/or the winner's partner be unable to travel and/or use the Prize on the given travel date(s) as determined by Promoters, then the winner and his/her partner will be deemed to have forfeited the Prize.
10. Travel dates are subject to availability and may not be available on certain dates, and accordingly travel date(s) may be varied and any or all amendments of travel dates will be at Promoters discretion.
11. The prerogative to make a booking for the Cruise lies with the Promoters and is subject to availability of the relevant Cruise Ship.
12. Promoters shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the promotion or the travel date(s) beyond its reasonable control. Promoters are not obliged to award any other prizes or elements of the Prize, in lieu if any such Prize is unavailable for a reason beyond the Promoters control.
13. The total number of prizes that can be won nationwide under this promotional competition is 3 (three). Any person who has won a prize from PepsiCo or the Promoters in the last 24 (twenty four) months (as from the 1st July 2014) may not qualify as a winner under this promotional competition.
14. The winner's names as well as the names of their partners may be published on Promoters social media sites, and accordingly by participating in this promotional competition, all entrants are deemed

to have read and understood the terms and conditions of the social media sites of Facebook, twitter, Promoters websites, and of entrants mobile network service providers (where applicable) and entrants further allow the Promoters permission to publish his/her name and photograph and the name and photograph of the winner's chosen partner on the Promoters Social Media pages.

15. The winners and their chosen partners may be required to appear on any form of media and/or social media, for which no fee will be payable, and subject to the provision that the winners and partner may at any time prior to such marketing appearance, decline the request by the Promoters to do so.
16. The copyright, intellectual property rights, image rights and any other rights vesting in any promotional Competition footage, posts and photographs (whether depicting the winner and his/her partner or not) shall remain the property of the Promoters, who reserve the right to use it in any way.
17. Any participant who transgresses any of these terms and conditions or who acts in any way contrary to the spirit of this promotional competition may be banned from entry into this, or into any other Promoter or PepsiCo promotional competitions, for a period deemed appropriate by Promoters management.
18. Promoters reserve the right to cancel or amend or alter the Competition and its rules or prizes as well as the travel date(s) (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 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 Promoters. No participant shall have any recourse against Promoters as a result of the alterations of the rules or prizes.
19. Entries which are unclear, illegible, are submitted via an incorrect entry mechanism or contain errors or from Disqualified Persons, will be declared invalid. 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.

20. Any participant, winner or partner of a winner, 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 Promoters or PepsiCo promotional competitions, for a period deemed appropriate by Promoters management.
21. 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.
22. All entrants and the winners, as the case may be, indemnify the Promoters, 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 of any nature whatsoever arising out of and/or from their participation in any way howsoever in this promotional 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).
23. All entrants and participants are advised that in compliance with the laws of the countries in which the Promoters operate, the 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 and their partners 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 and/or his/her partner refuse or be unable to comply with this rule for any reason, such entrant, participant and/or winner and his/her partner will be deemed to have rejected the Prizes and it shall revert back to the Promoters.
24. All queries in connection with this Promotional Competition should be directed to the agency responsible for managing the competition on Promoters behalf- Graphic Development: Alloutte Mendes 0118261340; alloutte@graphicdevelopment.co.za (weekdays during business hours).

25. A copy of the competition rules is available to the entrants and can be downloaded in printable form from www.simba.co.za.