

BIG DEAL PIE AND BP FORD RANGER PROMOTION

(“Competition”).

TERMS AND CONDITIONS

The promoters are RCL FOODS Consumer (Pty) Limited, PepsiCo and BP Southern Africa (Pty) Ltd, which are contracted to promote this Competition (collectively “the Promoter”).

Any persons entering or participating in this Competition (“Participant”) accept and agree that by entering this Competition they have had an opportunity to read and consider these Terms and Conditions and that they are bound by these Terms and Conditions.

1. What is the Prize

- 1.1. A Participant stands a chance of winning a Ford Ranger 2.2 TDCI Double Cab XL 6AT 4X2 (“Prize”) valued at approximately R450 000,00 (four hundred and fifty thousand rand).
- 1.2. The Prize is not transferrable and may not be exchanged for cash or any other items. The Promoter reserves the right, at its sole discretion, to substitute the prize/s with any other prize of comparable commercial value, not exceeding R450,000 (four hundred and fifty thousand rand).

2. Who can participate?

- 2.1. Any person who is a legal resident of South Africa who is 18 years or older and possesses a legal South African drivers’ licence, may participate in this Competition.
- 2.2. No director, member, partner, employee or agent of, or consultant to the Promoter, any person who directly or indirectly controls or is controlled by the Promoter or any supplier of goods or services in connection with the Competition may enter this Competition.

3. How to Participate

- 3.1. To enter this Competition, Participants must
 - Purchase, from any participating BP Express Store / PnP Express and/or Wild Bean Café in South Africa, a BIG DEAL PIE COMBO consisting of:
 - a Pieman’s Big Deal Pie and 500 ml Reboost (Original, Blueberry, Fantasy Fusion, Citrus Blast or Tropical Crush); or
 - a Pieman’s Big Deal Pie and any one of a 300 ml Pepsi Max, Pepsi Cola 300ml, Pepsi Light 300ml or 7 Up 300ml,
 - SMS their name and residing province to 45946. SMS cost is R1.50, free and bundled SMSs do not apply; and
 - **retain their till slip as proof of purchase.**
- 3.2. Multiple entries are permitted, provided that each entry is in respect of a separate eligible purchase by the Participant, as contemplated in 3.1 above. Please note that no participation is valid until a validation process determined by the Promoter has taken place.
- 3.3. If the Participant does not have proof of purchase, the Participant will not qualify to win the Prize.
- 3.4. The phone number used to enter this Competition must be the same number that the Participant can be contacted on.

3.5. Entries which are unclear or contain errors will be declared invalid.

3.6. The Promoter shall not be responsible for any lost, damaged or delayed entries for any reason whatsoever, and proof of sending will not be accepted as proof of receipt by the Promoter. The Promoter is not liable for any technical failures affecting the participation and/or Prize redemption process of this Competition.

3.7. In the event that entry into this Competition is contingent on the Participant entering any website or social media page or application (including the use of sms), the Participant hereby acknowledges that any and all costs associated with the required internet connection or required application use will not constitute a cost of entering into this Competition and shall be borne solely by the Participant.

4. Personal Information

4.1. By entering this Competition the Participant consents to the collection, processing and further processing of his/her personal information (the Participant's name, ID number, cellphone number, address, personal preferences, where they reside (location) and other personal information the Participant provides when entering and participating in this Competition) by the Promoter and STRIKE Mobile, which sends the Promoter's communications.

4.2. The purposes for processing personal information is to: (i) conduct this Competition; (ii) facilitate the Participant's participation in the Competition; (iii) communicate with the Participant and send direct marketing communication in respect of Pieman's and/or Wild Bean Cafe via SMS and (v) for market and product research.

4.3. Should the Participant object to the processing of his/her personal information and/or receipt of direct marketing, the Participant should send an email to info@strikemedia.co.za.

4.4. By posting any content, images, or comments on any of the Promoter's public and/or social media platform, a Participant consents to and gives the Promoter a world-wide royalty free licence to reproduce, modify, adapt and publish such content, images or comments for the purposes of promoting the Promoter's products and/or services.

5. Indemnity and exclusion of warranties

5.1. By entering this Competition, the Participant unconditionally and irrevocably indemnifies and holds harmless the Promoter, as well as its holding company, its subsidiaries and any subsidiaries of its holding company, and their successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the Participant's participation in the Competition and/or the receipt of and/or use of the Prize..

5.2. As far as the law allows, all warranties and representations in relation to the Competition not set out in these terms and conditions (whether express, implied or tacit) are hereby excluded.

5.3. As far as the law allows, the Promoter shall only be responsible for those costs which these terms and conditions expressly say that the Promoter will pay. The Participant is responsible for (i) any and all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the Participant's participation in the Competition, or from the acceptance, receipt, use or enjoyment of any Prize. Without limiting the rest of this clause 5.3, the Participant will be responsible for the cost of submitting proof of purchase and entering the Competition and any data charges that apply, as per the tariff rates charged by the Participant's mobile network provider.

6. Duration

- 6.1. This Competition runs from 15th March 2021 and closes on the 15th June 2021 ("Closing Date") at midnight ("the Promotion Period"). Any entries received before 15th March 2021 or after the Closing Date will not be considered.
- 6.2. The Promoter reserves the right to reasonably extend, shorten, suspend the time period of this Competition or terminate the Competition for technical, commercial, and/or operational reasons, or for reasons beyond its control. **This Competition, Prize and Terms and Conditions may be reasonably amended by the Promoter, at any time during the Competition. In such event, all Participants waive any rights that they may have/purport to have in terms of this Competition, and acknowledge that they shall have no recourse against the Promoter whatsoever.**

7. Results

- 7.1. The winner of the Prize will be selected by a random draw, within 14 days of the Closing Date. The Promoter reserves the right to change the indicated draw date immediately (with or without notice, at its election) as well as the Promotion Period, including in circumstances where circumstances beyond its reasonable control prevent the Promoter, its associated companies, agents and suppliers, from conducting the draw within the stipulated period. In the event of such adjustment, as far as the law allows, all Participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof.
 - 7.2. The judges' decision will be final and binding and no correspondence will be entered into.
 - 7.3. The Participant selected as the recipient of the Prize will be notified via telephone within 7 days of the date on which the winner is determined. In the event that the winner cannot be successfully contacted or fails to respond to the Promoter within this time, the Promoter reserves the right to select another Participant in substitution. The names of the winners will also be published on the RCL FOODS Limited website (www.rclfoods.com) and the BP website (www.bp.com) and social media platforms.
 - 7.4. The winner of the Ford Ranger will need to provide their own car insurance in order to accept the vehicle as a prize.**
 - 7.5. The Promotor may require the winner/s to:
 - 7.5.1. provide their name and identity number to enable the Promotor to verify the entry.
 - 7.5.2. sign an acknowledgment of receipt of the Prize, and indemnity; and
 - 7.5.3. where the entry includes the submission of any work eligible for copyright in terms of the Copyright Act, No. 98 of 1978, as amended conclude an agreement of assignment whereby any rights which the winner may have in respect of such works are transferred to the Promoter.
- Should the winner/s refuse to comply with this rule for any reason then the winner shall be deemed to have rejected the Prize, and it shall revert to the Promoter.
- 7.6. Any winner may be requested to attend the announcement of the winner, to take part in the Promoter's publicity campaigns or to allow their names and likenesses to be used by the Promoter for promotional purposes. The winner is, however, entitled to decline such request.
 - 7.7. Where a winner consents to take part in the Promoter's publicity campaigns, they will not be entitled to any remuneration for such participation and all materials arising from such participation will be the sole property of the Promoter.
 - 7.8. By taking part in this Competition, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.

7.9. The Promoter may decline to award the Prize if there is a reasonable suspicion of any irregularities or fraudulent activities.

8. Disputes

8.1. Should any dispute arise in relation to these Terms and Conditions, the Promoter's decision will be final and no correspondence shall be entered into.

8.2. These Terms and Conditions shall be governed by the laws of South Africa.

8.3. For more information or a copy of these Terms and Conditions, please visit www.rclfoods.com. And bp Southren Africa website. Any Competition related queries may be directed to Fresh Advertising & Marketing +27 (0) 21 556 3867 or info@freshba.co.za from Monday to Friday, 8:30am to 5:00pm.