

**Pioneer Foods Retail Brand Promotion**  
**"Thanks SA"**  
**Terms & Conditions**

The terms and conditions set out below ("**Terms and Conditions**") apply to the **Thanks SA Retail Brand Promotion** ("**Promotion**") being run and administered by **Pioneer Foods** ("**Promoter**" or "**us**" or "**we**"). These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Promotion all participants will be deemed to have accepted, and shall be bound by, the Terms and Conditions. This version of the Terms and Conditions applies to Participants (defined below) in the Republic of South Africa.

**1. Important Provisions**

We have a duty, in terms of the Consumer Protection Act, No 68 of 2008 ("**CPA**") to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. It is very important that you read all of these clauses carefully and not just what we say below.

- 1.1 **Limitation of risk, legal responsibilities and liability.** Clauses 23,27, 28 and 30 herein below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, **Pioneer Foods** for losses, damages, liability or harm you or others may suffer as a result of your participation in the Promotion. Clause 30 herein below is particularly important because you take on risk, legal responsibilities and liability. In terms of this clause, you may be responsible for taxes, fees, claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause.
- 1.2 **Indemnities by you.** Clauses 23 and 28 herein below requires you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in clauses 29 and 30 herein below. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in clauses 29 and 30 herein below. This places various risks, liabilities, obligations and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.
2. The Promoter is Pioneer Foods [Registration Number: 1957/000634/07 with its registered office at Glacier Place, 1 Sportica Crescent Tygervalley, Bellville.]
3. The Promotion is valid only in South Africa and is open to every South African citizen that is aged 18 or over.

4. The Promotion is not open to any agencies, sales agents/ merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children and grandchildren) or their business partners, or any person who is (i) a director, member, partner, or agent of, or consultant to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter; or (ii) a supplier of goods or services in connection with the Promoter.
5. Participation in the promotion constitutes your acceptance of these terms and conditions. All information relating to this promotion and published on any promotional material will form part of the terms and conditions of entry.
6. The promotion will run from 22 May 2017 00h00 and end on 7 July 2017 23h59. No entries received before the 22 May 2017 00h00 and after 7 July 2017 23h59 will be accepted.
7. Participants wishing to participate in the Promotion must:
  - 7.1 Purchase any participating Pioneer Power Brand products (shall include the following branded products White Star, Spekko, Sasko Flour, Sasko Bread, Imbo, Liqui Fruit, Wild Island, Bokomo Corn Flakes, Bokomo Weet Bix) from any retail store nationwide & retain their till slip for proof of purchase
  - 7.2 Each Participating Pioneer Power Brands product you purchase counts as another chance to win
  - 7.3 Dial \*120\*7535# and follow the on-screen prompts to enter
  - 7.4 USSD calls are charged at 20c per 20 seconds
8. You stand a chance of winning your share of R 3,184,000 million in prizes. The following prizes (“Vouchers”) are available:
  - 8.1 3,000 x R 150.00 Spur Meal Vouchers
  - 8.2 2,660 x R 150.00 KFC Wi-Code Meal Vouchers
  - 8.3 7,500 x R 100.00 Standard Instant Money Vouchers
  - 8.4 10,000 x R 50.00 Pinless airtime recharge
  - 8.5 30,000 x R 10.00 Airtime vouchers as instant prizes
  - 8.6 25,000 x R 5.00 Airtime Vouchers as instant prizes
9. All prizes will be awarded by means of computerized randomized draw, and winners will be notified by SMS.
  - 9.1 All prizes will be sent to winners by means of SMS, on the cell phone number used to enter the Promotion
  - 9.2 The Spur Meal Vouchers, KFC wi-code vouchers, Standard Bank Instant Money vouchers and Pinless airtime recharge will only be sent to the user once your till slip is sent through as proof of purchase. Users who do not send through a valid proof of purchase, once it is requested, by 5pm on the 7<sup>th</sup> of July 2017, will forfeit their prizes

and their entry will be considered void (Valid proof of purchase constitutes a till slip from any national retailer, within the stipulated promotion dates, that reflects the purchase of one or many Participating Pioneer Power Brand products)

- 9.3 Instructions on submitting your proof of purchase via WhatsApp for validation, will be sent via SMS, when you are notified of your chance to win
  - 9.4 Upon submitting your till slip as proof of purchase, you will be notified within 72 hours on the status of your prize redemption
  - 9.5 The R 10.00 and R 5.00 airtime vouchers will be awarded as instant prizes and no proof of purchase is required to redeem the vouchers
  - 9.6 A maximum of 10 products per till slip will count towards each promotion entry, with a maximum of 10 chances to win per till slip submitted
10. Spur Meal vouchers may be redeemed at all Spur Restaurants nationwide. For more information on redeeming your voucher, please visit <https://www.spur.co.za/giftcard/content/faq>.
    - 10.1 Spur Meal Vouchers must be used within 3 years of the date of receipt
    - 10.2 Winners will be required to submit their till slip as proof of purchase to redeem their voucher
  11. KFC wi-code vouchers may be redeemed at all KFC outlets nationwide. For more information on redeeming your voucher, please visit <https://kfc.co.za/giftcards>.
    - 11.1 KFC wi-code vouchers must be used within 3 years of date of receipt
    - 11.2 Winners will be required to submit their till slip as proof of purchase to redeem their voucher
  12. Standard Bank Instant Money vouchers can be redeemed at any Standard Bank ATM nationwide, as well as selected Spar retailers, selected Cambridge Foods stores & selected Rhino Foods stores. For more information on redeeming your voucher, please visit [www.instantmoney.co.za](http://www.instantmoney.co.za) or call the Instant Money helpline on 0860466639.
    - 12.1 Standard Bank Instant Money Vouchers must be used within 3 years of the date of receipt
    - 12.2 Winners will be required to submit their till slip as proof of purchase to redeem their voucher
  13. The R 50.00 Pinless airtime recharge will be sent directly to the cell phone number used to enter the promotion.
    - 13.1 Pinless airtime recharge is automatically redeemed by the subscriber's network and will reflect in your available airtime balance
    - 13.2 Pinless airtime recharge is only available for pre-paid contract subscribers

- 13.3 Winners will be required to submit their till slip as proof of purchase to redeem their voucher
14. The R 10.00 and R 5.00 airtime vouchers may be redeemed by following the redemption method prescribed by the individual's mobile network.
  - 14.1 Airtime vouchers may be transferred to other users, however the recipient will need to be on the same mobile network as the initial winner of the airtime voucher
  - 14.2 Airtime vouchers must be redeemed within 3 years of the date of receipt
  - 14.3 Airtime vouchers will be awarded as instant prizes and you will not need to submit proof of purchase to redeem them
15. Only 1 instant win (Airtime vouchers) may be awarded per unique MSISDN during the promotional period.
16. Only 1 win per remaining voucher prize category (KFC wi-code, Spur Meal Voucher, Standard bank Instant Money Voucher, Pinless airtime recharge) may be awarded per unique MSISDN during the promotional period.
17. In relation to the awarding of vouchers that require till slip validation: Any dispute with ownership of a cell phone number (such as more than one individual claiming to be the owner of the same number – verbally or otherwise) will result in immediate disqualification of both the number and the individuals, and no negotiations will be entered into.
18. The Participant is responsible for ensuring that they redeem any voucher awarded to them, before its expiry date and the Promoter will not re-issue any vouchers if the Participant fails to redeem their Voucher before it expires.
19. Incomplete submissions of proof of purchase will not be accepted.
20. You may enter the promotion as many times as you like, but you will need to make a new purchase of Participating Pioneer Power Brand products, on a new unique till slip, for every entry submitted.
21. By entering this competition Participants are given the opportunity to Opt In to allow Pioneer Foods and their respective Brands to collect, store and use (not share) their personal information for communication, statistical purposes and marketing communication.
22. No responsibility will be accepted by the Promoter, its associated companies (directors, officers and employees) agents and suppliers, for vouchers which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be redeemed for any technical reason, delivery or other reasons.
23. As far as the law allows, all Participants indemnify the Promoter, its associated companies (directors, officers and employees) agents and suppliers, against any / all claims for any loss or

damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of a Voucher.

24. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes such as appearing on Pioneer Foods Facebook page or Twitter feed. The Participants shall always be entitled to decline the above request. The Participants who take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of The Promoter.
25. By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.
26. The Promoter may decline to award a prize (i.e. refuse to issue a voucher to the Participant) if there is a reasonable suspicion of any irregularities or fraudulent activities.
27. As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded.
28. 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 Promotion, or from the acceptance, receipt, use or enjoyment of any Voucher. Without limiting the rest of this clause 28, the participant will be responsible for the cost of submitting proof of purchase and entering the promotion and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider
29. The Promoter reserves the right to terminate the Promotion immediately and without notice if circumstances beyond its reasonable control prevent the Promoter, its associated companies (directors, officers and employees) agents and suppliers, from continuing to conduct the Promotion. In the event of such termination, 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.
30. As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures
31. These Terms and Conditions shall be governed by the laws of South Africa.
32. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
33. If you require any help or have any enquiries, please contact the customer helpline on 0214671389. The customer helpline will operate during normal business hours, 08:30-17:00, from Monday to Friday, excluding official national public holidays in South Africa. Calls charged at Standard Rates