

**Pioneer Foods Wholesale Trader Promotion**  
**"Thanks SA"**  
**Terms & Conditions**

The terms and conditions set out below ("Terms and Conditions") apply to the Thanks SA Wholesale Trader 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 19, 24, 25 and 26 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 24 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.** Clause 19 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 25 and 26 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 clause 26 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 R 50,000 worth of participating Pioneer Foods Power Brands 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 selected wholesalers nationwide during the promotion period and retain their till slip as proof of purchase
  - 7.2 Collect a “Thanks SA” trader pack from a selected Wholesale store nationwide when making their first purchase of participating Pioneer Foods Power Brands products
  - 7.3 Register for the promotion by sending an SMS with their Name and the name of their store to 42049 (SMS’s charged at R 1.50. Free SMS’s do not apply), and receive their unique Trader ID via SMS response, along with a WhatsApp number to use during the competition period
  - 7.4 Put up their “Thanks SA” promotion display (“Store Display”) in their store, using the marketing material contained in their Trader Pack
  - 7.5 Every time the Participant makes a purchase of participating Pioneer Foods Power Brands products, they need to WhatsApp a picture of their till slip, along with their unique Trader ID, to the WhatsApp number provided in their registration SMS
  - 7.6 Every second week, the Participant must send in a picture of their Store Display, along with their unique trader ID, via the WhatsApp number provided in their registration SMS
  - 7.7 An entry into the main draw is considered valid and complete once till slips reflecting the purchase of participating Pioneer Foods Power Brands products to the value of R 50,000 have been received, along with bi-weekly submissions of the participants Store Display
8. You stand a chance of winning your share prizes worth over R 400,000.00. The following prizes (“Vouchers”) are available:
  - 8.1 10 x R 2,500.00 Pioneer Foods Stock Vouchers
  - 8.2 10 x R 5,000.00 Pioneer Foods Stock Vouchers

- 8.3 10 x R 10,000.00 Pioneer Foods Stock Vouchers
- 8.4 10 x R 25,000.00 Pioneer Foods Stock Vouchers
- 9. All prizes will be awarded by means of an Audited computerized draw, and winners will be notified telephonically by no later than 31 July at 17h00.
  - 9.1 Winners will be sent their stock voucher ID via SMS
  - 9.2 Your voucher may be redeemed ONLY at the Wholesale store where you made your purchases of R 50,000.00 in Pioneer Brands Foods
  - 9.3 The voucher may only be redeemed against the participating Pioneer Foods Brands, against the rand value of your stock voucher
  - 9.4 The vouchers are valid for 3 months from date of receipt
- 10. Your unique Trader ID will be linked to the initial cell phone number used to register for the competition. As long as you supply your unique Trader ID with every WhatsApp interaction, your submission will be recorded against your name.
  - 10.1 As long as your unique Trader ID is supplied with every WhatsApp interaction, you may use multiple cell phone numbers when submitting your till slips and pictures via WhatsApp
  - 10.2 Any till slips and pictures submitted via WhatsApp, that do not contain your Trader ID, will be considered invalid until such time that you send through your unique Trader ID. Should the Trader ID not be submitted after a request to do so, your WhatsApp submission will be considered void
  - 10.3 A valid WhatsApp submission constitutes any valid till slip or Store Display picture sent in that is clear, legible, unique, complies to the minimum purchase requirements, is sent with your Unique Trader ID, and is sent via the WhatsApp number provided during registration
- 11. Only 1 win may be awarded per unique Trader ID during the audited draw.
- 12. The audited draw will take place on the 13th of July 2017.
- 13. SMS's charged at R 1.50. Free SMS's do not apply.
- 14. 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.
- 15. 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 in the event that the Participant fails to redeem their Voucher before it expires.
- 16. You may enter the promotion as many times as you like, but for every valid and completed entry submitted, you will need to purchase an additional R 50,000.00 worth of Participating Pioneer Foods Power Brand Products.

17. By entering this promotion, 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.
18. 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.
19. 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.
20. 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 at all times 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.
21. By taking part in this Promotion, Participants hereby warrant that all information submitted to the Promoter is true, current and complete.
22. 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.
23. 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.
24. 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 22, 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
25. 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.
26. 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
27. These Terms and Conditions shall be governed by the laws of South Africa.

28. 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.
29. If you require any help or have any enquiries, please contact the customer helpline on 0214671306. 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