

TERMS AND CONDITIONS

MOUNTAIN DEW 600ML 2022 PROMOTION

1. **Application and Promoters:** 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 (“BevCo”), situated at 20 Anvil Road, Isando, 1609 under authority by PepsiCo Inc. (“PepsiCo”) together with its appointed marketing agencies (DUKE; Apex and H&A Manufacturing (Pty) Ltd) (“Promoters”).

2. **Terms:** 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 expressly agree to be bound by these Terms and accept that the Promoters’ decision is final and shall be made in the Promoters’ sole, absolute and unfettered discretion, and that no correspondence will be entered into. Prizes are not negotiable, transferable, substitutable or exchangeable in any form.

3. **Eligibility:** The Competition is open to all citizens and legal residents of South Africa, and who 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 and have a valid South African bank account (note: in the case of residents: participants/entrants must also have a valid passport and necessary residency permission) (“Entrants” or “Participants”). Persons 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, BevCo 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”).

Any person who has won a prize from PepsiCo Inc. or the Promoters in the last 24 (twenty-four) months (as from the 1st of September 2020) may not qualify as a winner under this promotional competition.

4. **Competition Period:** The Competition will run from the **1st September 2022** at 00:01 and will end on the **31st October 2022** at 00:00 (“Competition Duration” or “Promotional Period”).

5. ENTRY MECHANIC: To stand a chance of winning a Prize in the Competition, entrants must:

- (i) Purchase 2 X 600ml PET (plastic) bottle of Mountain Dew product during the Promotional Period and receive a Scratch Card from the exclusive outlet.
- (ii) Scratch to Win , by revealing the unique code for a chance to win instant Prizes and an entry into the Bi-Weekly draw for a chance to win 1 of 4 PlayStation 5’s.
- (iii) Participants must dial *120*9904 # and follow the prompts and have the Unique Code ready for submission. Network rates apply to each entry submitted, R0.40 per 20 seconds.

- (iv) Participants may enter this Competition as many times as they like, however each unique code may only be used once.

6. **PRIZES:** Participants who enter the Competition, stand a chance to win a share of R 700 000.00 (Seven Hundred Thousand Rand) in prizes. The R 700 000.00 prize consists of a **GRAND PRIZE** of 1 of 4 PlayStation 5s and daily and weekly prizes.

With each entry, the Participant stands a chance to win:

- A share of R250 000 in airtime
- A share of R50 000 in data
- A share of R200 000 in gaming vouchers
- 1 of 4 PlayStation 5's

6.1 Participants expressly acknowledge that all prizes are subject to availability, and should any prize be unavailable then a prize of similar price /model or specification will be substituted. No participant shall have any recourse against the Promoters as a result of the substitution of the prizes.

6.2 Daily airtime and data prize Winner Selection and Verification:

6.2.1 Mobile data prizes of values of R10 will be given away on a daily basis during the period of the Competition. A total of R250 000 worth of mobile airtime will be given away.

6.2.2 1 gig of data vouchers are to be given away over a period of 2 (two) months. A total of R50 000 mobile data will be given away.

To qualify to win the mobile data, the mobile number by which the winner entered the Competition must be on a pay-as-you-go or pre-paid subscription or contract.

Winners of mobile data will be advised thereof by SMS and the number which the winner used to enter the Competition will automatically be credited with the amount of the mobile data won.

Should mobile data prizes be awarded to a mobile number that is unable to utilize the prize (i.e., the mobile number is not on a prepaid subscription), the prize will be withdrawn and re-entered into the prize pool for distribution to other Participants.

Each draw winner (with the exception of mobile data winners) will be notified telephonically within 48 hours after the lucky draw, on the mobile number on which the winner entered the Competition. Should the winner not answer after 3 (three) telephone calls, the winner will forfeit their winnings and a redraw will take place to find a new winner.

Prizes will be couriered to the winners thereof from Monday to Friday, between the hours of 09:00 am and 17:00 pm. The Promotor or its agent will contact each winner to advise the winner of the approximate date and time of delivery of the prize. Each winner must provide the Promotor with a suitable physical address at which the winner is prepared to accept delivery of the prize.

Delivery of the prize must be accepted within 30 (thirty) days from the date on which the winner is notified telephonically that he has won the prize.

The winner must provide the Promoter and/or its agent with original proof of identification (ID) and proof of residence upon delivery of the prize.

If the winner fails to accept delivery of his prize within the period stipulated above, the winner will forfeit their prize.

6.3 Participants stand a chance to win 1 (one) of 4 (four) PlayStation 5s Grand Prize. A single possible winning entry will be randomly drawn from all valid entries received from the 1st of September 2022 to the 31st of October 2022 at the end of the Promotional Period.

Grand Prize Winner Selection and Verification: The Promoters will conduct a random Bi- Weekly draw from the total list of valid entries to determine the possible Grand Prize winners. The potential winners will be contacted by the Promoters via the mobile number by which the winners entered the Competition, 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 (1) one of 4 (four) official Grand Prize winners and will be contacted by Promoters to complete, sign and return a prize acceptance form. If the Promoters are unable to get hold of the potential Grand Prize winners on the mobile number by which the winners entered the Competition, in order to inform the potential Grand Prize winner that he/she is a potential winner; and/or if the potential Grand Prize winner does not provide the Promoters with a copy of their Identity Document; Proof of Residence; the completed, signed prize acceptance form 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 Prize winner is drawn in the same manner as the first. The Grand Prize will be couriered to the winner's nominated postal address account within 30 (thirty) days after the audit verification process has been completed and the winner has provided the Promoters with all required documents.

7. Image Rights and Publication

7.1 The entry material (video or photo) of all Competition participants, and the names of the Weekly Prize Winners and Grand Prize Winner may be published on the Promoters 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 Promoter's permission to publish his/her name and photograph on the Promoter's Social Media pages.

7.2 All winners 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 publication of their image or participation in the Promoters' marketing material.

8. Entry Expenses: 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 Weekly Prizes, whether foreseen or not.

9. Intellectual Property 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.

10. Transgressions: 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 social media channels or entry process or prize retrieval process.

11. Cancellation and Amendment: 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.

12. Invalid Entries: 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.

13. Defects and Applicable Costs: The Promoters, the Promoters' affiliates and/or its associated companies are not liable for any defect in the Prizes. All ancillary costs, including but not limited insurance, government taxes or other fees applicable, are the responsibility of the winners, and/or entrants. Should any claims arise from defects related to the weekly prizes, winners must pursue such claims with the manufacturer thereof.

14. Limitation of Liability: All entrants, participants and the winners and users of the prizes to the maximum extent permitted by law, indemnify the Promoters and PepsiCo, their advertising agencies, advisers, nominated agents, suppliers and Bottlers of beverages identified by the trademarks owned by or licensed to PepsiCo Inc., PepsiCo Inc. 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 whatsoever 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).

15. Technical failures and Unauthorized intervention: 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, the Promoters' affiliates and/or its associated companies and which prevents the Promoters, the Promoters' affiliates and/or its associated companies from complying with these Terms the Promoters will not be liable for any failure to perform or delay in performing its obligation.

16. Lost and Stolen Prizes: In cases where prize of money (cash) is paid into the incorrect bank (and where such account has been provided by the participant) account or such monies are stolen or, the Promoters will not replace or reimburse the remaining balance of cash. The Promoters, the Promoters' affiliates and/or its associated companies will not be responsible for any balance of cash lost as a result of theft or fraud. The Promoters, the Promoters' affiliates and/or its associated companies will not be responsible for any unauthorised use of cash where the card number, PIN, bank account details or any authorising credentials have become known to another party.

17. Non-Waiver of Terms: A failure by the Promoters, the Promoters' affiliates and/or its associated companies 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', the Promoters' affiliates and/or its associated companies' rights in relation to the same.

18. Legal Compliance: All entrants and participants are advised that in compliance with global data protection and privacy laws and standards, and particularly the laws of the countries in which the Promoters operate, Promoters are required to retain certain information (where applicable) of the 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 winner's 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 global data protection and privacy laws and standards. 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 to the Promoters.

19. Judges Decision: Except insofar as is provided for in the Consumer Protection Act (Act 68 of 2008), the Judge's decision is final, and no correspondence will be entered into after the Competition's closing date.

20. Termination: If required by the Minister for Trade and Industry, the National Consumer Commission or National Consumer Tribunal, or for any other reason whatsoever, the Promoters will

be entitled to terminate the Competition immediately without any notice to the Entrants. In such an event all Participants hereby waive any rights which they may have against the Promoters.

21. **Severability:** 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.

22. **Law and jurisdiction:** 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.

23. **Inquiries:** All queries in connection with this promotional competition should be directed to PepsiCo's Customer Care Line – 086 1 500 111.

24. **Availability of these Terms:** A copy of the competition rules is available and can be downloaded in printable form from www.pepsi.co.za.