

TERMS AND CONDITIONS

1. The promotional competition, Nestlé Promotion (“the Competition”) is run by Eclectic Brands (Pty) Ltd t/a Pizza Perfect (“Pizza Perfect”).
2. Participation in this Competition is governed by these terms and conditions (“the Rules”).
3. The Competition commences on 21 July 2021 and entries close on 28 September 2021. No entries received after midnight on 28 September 2021 will be considered.
4. Only 2 (two) winners will be selected.
5. Participation in the Competition constitutes acceptance of these Rules and Entrants agree to abide by these Rules.
6. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa.
7. The Competition is limited to residents of South Africa. In addition, the following persons shall not be eligible to participate in this Competition:
 - 7.1 Directors, shareholders, employees, franchisees of Pizza Perfect,
 - 7.2 People who are not legal residents and/or legal citizen of the Republic of South Africa;
 - 7.3 Spouse, life partner, parent, child, brother, sister, family member, business partner or associate of any of the persons specified above;
 - 7.4 Persons under the age of 18 years.
8. **How to Enter the Competition:**
 - 8.1 To participate in the Competition Entrants must adhere to the following:
 - 8.1.1 Purchase a Nestlé Promotion which comprises of:
 - 8.1.1.1 any 2 large Pizza; and
 - 8.1.1.2 4 Hot Chocolate Sticks and 2 Kit Kats for R12.00 (twelve rand);
 - 8.1.2 The Nestlé Promotion must be purchased from an official Pizza Perfect Franchisee in person, through the Pizza Perfect Website or through the Pizza Perfect Mobile App.
 - 8.1.3 The products consisting of the Nestlé Promotion are subject to availability as time of purchase.
 - 8.1.4 After the Entrant purchases the Nestlé Promotion, the Entrant must SMS his/her name, the store name and his/her unique till slip number to: 45324.

- 8.1.5 Entries will be limited to 1 (one) entry per unique till slip number. Entrants may purchase and enter the Competition multiple times with different unique till slip numbers.
- 8.1.6 SMS's are charged at R 1.00 (one rand), free and bundled SMS's do not apply.
- 8.1.7 Incomplete, incorrect or indecipherable entries will be void.
- 8.1.8 Entrants are to retain their till slips containing the unique till slip number which till slip was used to enter the Competition as the till slip will be required to claim the Prize.

9. The Prize:

- 9.1 There is a total of 2 (two) PlayStation 5 consoles to be won in this Competition.
- 9.2 The PlayStation 5 specifications are as follows:
 - 9.2.1 Disk Edition PS5;
 - 9.2.2 1 (one) remote;
- 9.3 Prize allocation and collection:
 - 9.3.1 The draw to select 2 (two) winners will take place on 22 October 2021.
 - 9.3.2 All winners will be randomly selected by the Pizza Perfect Head Office and will be notified telephonically within 48 (forty-eight) hours of the selection having taken place. In the event that any of the winners cannot be successfully contacted within 3 (three) attempts, Pizza Perfect reserves the right to select another winner in substitution. The names of the Winners will be available on the Pizza Perfect website.
 - 9.3.3 The winner will be required to supply a copy of their ID book as well as of the till slip that they used to enter the Competition and which was selected as the winning entry, to Pizza Perfect, in order to qualify for their Prize. Should the winner not be able to supply these, within 24 (twenty-four) hours, they will forfeit their Prize.
 - 9.3.4 The winner is required to verify identity and age of the winner before receiving the Prize.
 - 9.3.5 The winner will be required to collect the Prize from the Pizza Perfect store where he/she purchased the Nestlé Promotion on a date to be advised by Pizza Perfect after Pizza Perfect has received all information and documentation required from the winner.

- 9.3.6 Pizza Perfect reserves the right to withhold the Prize from the winner, and to reclaim any the prize if a breach of these Rules is subsequently discovered.
- 9.3.7 The decision of the judges will be final and no correspondence or negotiation will be allowed.
- 9.3.8 The Prize cannot be redeemed in conjunction with any other offers or in cash. Pizza Perfect reserves the right to make changes to the Prize advertised.
- 9.3.9 A Prize may not be handed over to a winner when it is prohibited by law for the winner to use the Prize. The winner may be required to prove their eligibility to use the Prize. Once the winner has been notified and the Prize has been handed over, the winner must sign an acknowledgement of receiving the Prize.

10. Indemnification:

10.1 By entering into the Competition, the Entrant expressly agrees to the following indemnifications:

- 10.1.1 the Entrant indemnifies and holds harmless Pizza Perfect and its promotional partners, their directors, employees and their agents (“the Indemnified Parties”) of any and all liability pertaining to any damage, cost, injuries and losses of whatsoever nature and howsoever arising as a result of their participation in the Competition and related events and activities, including, without limitation, personal injuries, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy; and
- 10.1.2 The Entrant accepts that the Indemnified Parties will not be responsible for any costs, damage or otherwise, howsoever incurred by the winner subsequent to claiming the Prize.
- 10.1.3 Entrants enter and use the Prize at their own risk. The Indemnified Parties, cannot be held responsible for any accident, injury, harm, death or loss as a result of entry into the Competition and/or use of a Prize.

11. POPI:

11.1 The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other Entrants will be used solely in accordance with current Consumer Protection Act (CPA)/ the Protection of

Personal Information Act (POPI) and will not be disclosed to a third party without the Entrant's prior consent.

- 11.2 Entry into the Competition will be deemed as acceptance of these Rules.
- 11.3 This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network.
- 11.4 The Entrant by part taking in the Competition consents to his/her personal information to be shared with Pizza Perfect's employees, contractors or agents for the purpose of this Competition and for the purpose of sharing future promotions.

12. General:

- 12.1 The winner of the Prize agrees to be photographed and permit the use of their respective names and/or photographs for publicity purposes. No fee will be payable in this regard.
- 12.2 Pizza Perfect reserves the right to cancel the competition without any notice at any time, if deemed necessary in their opinion, or if circumstances arise outside of their control.
- 12.3 Pizza Perfect reserves the right to amend the terms and conditions of the Competition at any time.
- 12.4 In the event of such cancellation, all Entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they have no recourse against Pizza Perfect or the Indemnified Parties.
- 12.5 Pizza Perfect shall not be regarded as having waived or be precluded from exercising any right under these Rules by reason merely that we have provided any indulgence to any Entrant or it fails to exercise or delays exercising any right it may have.
- 12.6 Pizza Perfect reserves the right to amend the terms and conditions of the Competition at any time.
- 12.7 In the event of a dispute, the decision of the Pizza Perfect will be final and binding and no correspondence will be entered into. In this regard and for further clarity, Pizza Perfect shall be entitled to deal with such disputes (or any failure by Entrants to follow the Rules) in its sole discretion, including that the Pizza Perfect shall be entitled to immediately disqualify Entrants from this Competition.
- 12.8 Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these Rules by an Entrant and/or their parents/guardians, determined in Pizza

Perfect's sole discretion, may result in disqualification from the Competition and ineligibility to win any Prize.