

## **Pieman's Big Deal Pie ("Competition")**

The promoter is RCL Group Services Proprietary Limited and Swiffy Technologies Proprietary Limited ("Swiffy"), 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 cash vouchers in the following denominations:

- 1.1.1. 10 (ten) cash vouchers worth R5,000.00 (five thousand rand) each;
- 1.1.2. 20 (twenty) cash vouchers worth R2,500.00 (two thousand five hundred rand) each;
- 1.1.3. 100 (one hundred) cash vouchers worth R1,000.00 (one thousand rand) each;
- 1.1.4. 350 (three hundred and fifty) cash vouchers worth R500.00 (five hundred rand) each;
- 1.1.5. 180 (one hundred and eighty) cash vouchers worth R300.00 (three hundred rand) each;
- 1.1.6. 200 (two hundred) cash vouchers worth R250.00 (two hundred and fifty rand) each;
- 1.1.7. 1,600 (one thousand six hundred) cash vouchers worth R200.00 (two hundred rand) each; and
- 1.1.8. 2,010 (two thousand and ten) cash vouchers worth R100.00 (one hundred rand) each.

(collectively the "Prize")

1.2 A Participant stands a chance of winning a maximum of 2 (two) Prizes for the duration of the Competition, redeemable at any ABSA ATM and is valid for 30 days from the date of issue.

1.3 The Prize is not transferrable and may not be exchanged for any other items. The Promoter reserves the right to substitute the Prize/s with any other prize of comparable commercial value.

### **2. Who can participate**

2.1 Any legal resident of South Africa who is 18 (eighteen) years or older 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 Promotion or the spouses, life partners, business partners or immediate family members may enter this Competition.

### **3. How to Participate**

3.1 To enter this Competition, the Participant must:

- 3.1.1 purchase a Pieman's Big Deal Pie;
- 3.1.2 send an image of the full proof of purchase (till slip) reflecting the date and purchase of any Pieman's Big Deal Pie on WhatsApp with the word "Piemans" to 087 240 6374. An extract or snipped proof of purchase (till slip) only reflecting the purchase will not be sufficient and the entry will be declared invalid; or scan the QR code on the sticker or the back of the packaging; and follow the prompts to provide the Participant's name, surname and age, and upload the photo of the till

slip reflecting the date and purchase of any Pieman's Big Deal Pie. An extract or snipped proof of purchase (till slip) only reflecting the purchase will not be sufficient and the entry will be declared invalid.

- 3.2 Participants must retain their till slips as proof of purchase and may be requested to provide the till slip if they are selected as a winner.
- 3.3 The data rates as charged by the Participant's service provider will be payable by the Participant for all data usage in entering into this Competition.
- 3.4 Participants may enter as many times as they wish provided that a new till slip is uploaded for each entry. Duplicate till slips will automatically be rejected. Each proof of purchase can only be used once.
- 3.5 Swiffy will process and manage all entries received.
- 3.6 When Swiffy receives the WhatsApp entry from the Participant, it will immediately send a response message to the Participant to inform them that their entry has been received and that it will be verified and validated against the photo of the till slip.
- 3.7 Once the photo of the till slip has been validated, the Participant will receive a further WhatsApp message from Swiffy to confirm whether they are a winner or not.
- 3.8 No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 3.9 Participant's entries may be restricted if it is believed that their entries are excessive and any future entries and the entrant's profile may be blocked until investigated.
- 3.10 The Promoter reserves the right to disqualify any entry if any act of fraud or dishonesty is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data.
- 3.11 Entries that are unclear, illegible or contain errors will be declared invalid.
- 3.12 **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 the Competition.**
- 3.13 In the event that entry into this Competition is contingent on the Participant entering any website or social media page or application, the Participant hereby acknowledges that any and all costs associated with the required internet connection 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, use, storage, disclosure, processing and further processing of his/her personal information (the Participant's name, ID number, cellphone number, address, personal preferences, and other personal information the Participant provides when entering and participating in this Competition) by the Promoter and Swiffy, 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 on Piemans Big Deal and similar products via SMS, Telephone and WhatsApp and (iv) 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 [piemans@swiffy.co.za](mailto:piemans@swiffy.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**

**By entering the 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 this Competition and the Prize/s.**

## 6. **Duration**

6.1 This Competition runs from 1 September 2024 and closes at 23:59pm on 31 December 2024 (the "Closing Date"). Any entries received after the Closing Date will not be considered.

6.2 The Promoter reserves the right to reasonably extend, shorten, suspend the time period of the Competition or terminate the Competition for technical, commercial, and/or operational reasons, or for reasons beyond its control. **The 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 provisional winner(s) will be selected daily by a random draw during the Competition period.

7.2 Each Participant selected as the provisional winner of a Prize will be notified via the WhatsApp number that they used to enter this Competition within 1 (one) hour of entry into this Competition.

7.3 In the event that a Participant enters the Competition on a weekend or public holiday and is notified that they have won a Prize, the Prize will only be sent to them on following business day.

7.4 When notifying the winners, information will be relayed to the winner on how to redeem their Prize. To redeem their Prize, the Participant will:

7.4.1. receive a PIN which can be used to withdraw the cash payout from any ABSA ATM. The PIN will be sent via SMS only to the number the Participant used to enter the Competition. It is the responsibility of the Participant to ensure that the number they used to enter the Competition can receive SMSs.

7.4.2. The PIN is only valid for a period of 30 (thirty) days from the time of receipt, within which the Participant is able to redeem their Prize. Should a Participant lose their PIN, the Participant may, within the 30-day period, request a new PIN by sending an email to [piemans@swiffy.co.za](mailto:piemans@swiffy.co.za). The new PIN will be sent only to the number the Participant used to enter the Competition. Should the Participant fail to request the PIN and redeem the Prize within 30 (thirty) days then the Participant will be deemed to have rejected the Prize, and the Prize shall revert to the Promoter.

7.5 The Promoter will require the provisional winner/s:

- 7.5.1 to provide their name and identity number to enable the Promoter to verify the entry; and
  - 7.5.2 to sign an acknowledgment of receipt of the Prize and indemnity.
  - 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.
- 7.6 Should the winner/s refuse to comply with this rule for any reason then the provisional winner shall be deemed to have rejected the Prize, and it shall revert to the Promoter.
- 7.7 The Promoter reserves the right to announce the name of the winner publicly. The winner may be requested to attend the draw and to take part in the Promoter's publicity campaigns or to allow their photo and likenesses to be used by the Promoter for promotional purposes. The winner is, however, entitled to decline such request.
- 7.8 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.

## **8. General**

- 8.1 The Promoter reserves the right to delete any information uploaded by a Participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment.
- 8.2 Participants warrant that they have full rights to the images and stories that they upload and that the use of the said material shall not constitute a breach of any third party's copyright or other intellectual property rights.

## **9. Disputes**

- 9.1 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.
- 9.2 For more information or a copy of these Terms and Conditions, please visit [www.piemans.co.za](http://www.piemans.co.za) . Any Competition related queries may be directed to [piemans@swiffy.co.za](mailto:piemans@swiffy.co.za) from Monday to Friday, 08h00am to 16h30pm.