PANAROTTIS PIZZA EXPRESS & PREDATOR PROMOTION COMPETITION (TERMS AND CONDITIONS)

- 1. This competition (the "Competition") is conducted by Panarottis Advertising (Pty) Limited ("Panarottis") and Coca-Cola Beverages South Africa (Pty) Limited ("Coca-Cola SA") (together referred to herein as the "Promoters") and may only be entered into by customers of Panarottis restaurants in South Africa, who are resident in South Africa with a valid South African ID or passport.
- 2. No persons related to the Promoters may enter the Competition (including but not limited to their subsidiaries and/or franchisees) by way of being:
 - 3.1 directors, members, partners, employees, franchisees, agents of, or consultants to;
 - any marketing service provider(s), any supplier(s) of goods or services, any other person who directly or indirectly controls, or is controlled by them; or
 - any spouse, life partner, parent, child, brother, sister, business partner or associate of any of such persons.
- 3. A copy of these Competition terms and conditions ("the Rules") is available on the Panarottis website at www.panarottis.com. These Rules may be amended by reasonable notification via the Panarottis website at any time during the Competition, which amendments will be applied and interpreted by the Promoters, and their decisions regarding any disputes relating to such meaning and/or content will be final and binding.
- 4. Participation by the entrants in the Competition constitutes an agreement to abide by these Rules.
- 5. Entries for the Competition will run from 08:00am on 11 December 2023 to midnight of 29 February 2024.
- 6. To stand a chance to win 1 (one) of 5 (five) Liverpool branded jerseys each to the value of R1,299.95 (one thousand two hundred and ninety-nine Rands and ninety five cents), entrants must inquire about the new Grab (18cm) pizzas from their waitron, and purchase 1 (one) of the selected Grab pizzas and a can of Predator at R49.90 at a participating Panarottis Pizza Express outlet (the "Predator Combo"), complete their details on the back of the till slip and place their entry into the designated entry box.
- 7. Winners will be required to provide their jersey size and a delivery address for the Promoters to arrange delivery of the prize.

- 8. The Promoters will not accept responsibility for entries that are lost, mislaid, damaged, undelivered, or delayed in transit, regardless of cause, including, but not limited to, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 9. The Promoters reserve the right to disqualify any entrant who breaches any provision of these Rules.
- 10. After the end of the Competition period, the winners will be randomly drawn from entrants who have duly completed their entries as required in the clauses above and will be notified by telephone and/or email by a Panarottis representative. Winners are required to provide valid identity documents as proof thereof.
- 11. The winners will be required to forward certified copies of their identity document and details of their address to Panarottis within the time period stipulated by Panarottis. Every reasonable effort will be made to contact the winners, however, if any winner fails to respond to the notification/s and/or provide the required documents within 3 (three) calendar days after being informed by Panarottis, said winner will forfeit the prize and Panarottis will be entitled to re-draw a new winner. Shortly after the winners have complied with the above requirements, the winners will be contacted by a Panarottis representative, who will confirm delivery address details and approximate delivery date of the prize.
- 12. The prize will under no circumstances be handed over to a third party and will only be handed directly to the verified prize winner or at the prize winner's written instruction.
- 13. The prize is not transferable, exchangeable, or redeemable for cash and, to the maximum extent permitted in law, the Promoters and their respective subsidiary and holding companies are not liable for any defects in, or changes to, any part of the prize.
- 14. Income taxes relating to the prize, if any, are the sole responsibility of the prize winner.
- 15. Entrants may enter the Competition multiple times this is, in fact, encouraged!

16. Processing of Personal Information and Entrant Consent

16.1. The Promoters shall ensure that personal information, as defined by the Protection of Personal Information Act ("POPI") is collected and processed in a manner that complies with the applicable provisions of POPI.

- 16.2. The entrant's privacy is very important to the Promoters, and they will use reasonable efforts to ensure that any information, including personal information, provided by the entrant, or which is collected from the entrant, is stored in a secure manner.
- 16.3. The entrant agrees to give (where applicable) honest, accurate and current information about the entrant to the Promoters and to maintain and update such information when necessary.
- 16.4. The entrant's personal information collected by the Promoters may be used for the following reasons:
 - the processing of personal information on the Promoters' website/s;
 - further processing by third parties, including the fact that related parties of the company may access information on the Promoters' website/s;
 - direct marketing;
 - fraud prevention; and
 - SARB and SARS reporting and the like if applicable.
- 16.5. The entrant acknowledges that any information supplied to the Promoters is voluntarily.
- 16.6. By submitting any information to the Promoters in any form the entrant further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by the Promoters under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from the entrant, be indefinite and/or for the period otherwise required in terms of any applicable law.
- 16.7. Unless the entrant has consented, the Promoters will not sell, exchange, transfer, rent or otherwise make available any personal information about the entrant (such as name, address, email address, telephone, or fax number) to other parties and the entrant indemnifies the Promoters from any unintentional disclosures of such information to unauthorised persons.
- 16.8. Should the entrant believe that the Promoters have utilised the entrant's personal information contrary to applicable law, the entrant shall first resolve any concerns with the Promoters. If the entrant is not satisfied with such process, the entrant has the right to lodge a complaint with the Information Regulator of South Africa.

- 17. The Promoters may, after a winner has accepted the prize, and both before or after a winner of the Competition has been publicly announced, request that a winner permit the use of their image/s and/or name/s in their marketing material and/or participate in their marketing activities (including endorsing, promoting and/or advertising the services of, the Promoters, or any of their subsidiary or holding companies) ("the Invitation"). The winners have the right to expressly decline the Invitation in the manner stipulated in this clause. Should the winner fail to decline the Invitation by telephone, e-mail or in writing to Clare Rainey: Tel: 021 555-5100, Email: clarer@spurcorp.co.za, Postal address: P.O. Box 166, Century City, 7446 Cape Town, South Africa, within 5 (five) days of being notified that they are the winners of the Competition and being expressly requested to accept or decline the Invitation in writing, then such winners shall be deemed to have accepted the Invitation and granted permission and/or agreed to participate in marketing activities in the manner set out above. All enquiries regarding the Competition should be sent to the Promoter at Clare Rainey: Tel: 021 555-5100, Email: clarer@spurcorp.co.za, Postal address: P.O. Box 166, Century City, 7446 Cape Town.
- 18. To the maximum extent permitted in law, the owners of any Panarottis restaurant, Panarottis, Coca-Cola SA or any of their respective holding or subsidiary companies, or any of their respective directors, officers, managers, employees, agents, franchisees, or anyone associated with any of them, shall not incur any liability to any person for any injury, loss, claim or damage of any nature whatsoever whether direct, indirect, consequential or otherwise, as a result of (or in any way connected to) any person entering into, or arising from any cause whatsoever or howsoever arising from any person's participation in any way, in this Competition or as a result of (or in any way connected to) any prizes won there under, including any tax liability incurred by the winner as contemplated in clause 14 above (any such prizes being utilized and accepted at the sole and own risk of any winner thereof).
- 19. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to an entrant (any such event hereinafter called "Force Majeure") then the Promoters shall be relieved of all such obligations to the entrant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the entrant may suffer due to or resulting from the Force Majeure.
- 20. The Promoters reserves the right to cancel, suspend, amend, or terminate the Competition at any time and without notice to the entrants.

- 21. In the event of a dispute in respect of any aspect of the Competition, the Promoters' decision is final and binding and no correspondence will be entered into. In the event of a dispute regarding a winner chosen in accordance with 10 above, the decision of an independent admitted attorney duly appointed by Promoters will be final and binding and no other correspondence will be entered into.
- 22. By entering the Competition, entrants agree to receive further communication and direct marketing material from the Promoters, and their holding and subsidiary companies, provided that the entrants may opt-out of receiving commercial communications at any time via the appropriate opt-out mechanisms provided by the Promoters for such purpose.
- 23. This Competition shall comply with, and will be subject to, any peremptory provisions of the Consumer Protection Act ("CPA") and the regulations promulgated thereunder, which are deemed to be incorporated herein ("Peremptory Provisions"). In the event of any conflict between these Rules and the Peremptory Provisions, the latter shall prevail. Copies of the CPA and the regulations promulgated thereunder are available on the Department of Trade and Industry Website: www.dti.gov.za.
- 24. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.
- 25. The laws of South Africa shall govern these Rules and entrants agree to be subject to the exclusive jurisdiction of the South African courts.