

Terms and Conditions: In-store Competition

- 1. The Promoter is KFC (Pty) Ltd ("Promoter").
- 2. The competition is open to all South African citizens, permanent or temporary. Residents above the age of 18, who are in possession of a valid identity document/ passport/ valid legal permit; except directors, members, partners, employees, agents or consultants of, or any other person who directly or indirectly controls or is controlled by the Promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members, or anyone who within a period of 183 days preceding this competition has won any competition organised, promoted, or conducted by the Promoter, or who resides at the same address as such a winner, or who uses the same telephone number to enter this competition.
- 3. This competition is open **from 17 JULY 2023 until 31 JULY 2023**. Any entries received after midnight on the last day will not be valid or considered.
- 4. To enter, contestants are required to submit their interpretations of the Promoter's posts. Submissions that contain inappropriate language such as sexual contexts, political opinions, cursing and cussing etc., and/or subjects of such a manner will not qualify and will be dismissed.
- 5. The winners will be selected weekly by the Promoter or a person appointed by the Promoter, based on which submission they prefer.
- 6. There are a 200 of the prizes to be given out for the duration of the campaign.
- 7. The main prize is a **R50 voucher.**
- 8. There will also be weekly winners of the competition
- 9. The draw will take place at **the end of each week** and the **winners** will be notified by telephone and social media DM. The winners will need to follow the Promoter's social media channels to receive these messages, which will thereafter be confirmed in writing. The organisers will endeavour to contact the **prize winners** on the telephone number and address provided. If, however, they cannot be reached after 6 attempts have been made during business hours within a period of 72 hours for any reason whatsoever, the **prize will be forfeited, and another winner** will be selected in accordance with the competition rules
- 10. The prize is not exchangeable for cash and not transferable and all winners will have to claim their prize within 30 days of the draw having taken place in South Africa and at that time identify themselves with a barcoded South African ID, driver's licence, valid passport or permit and sign a receipt for any prize received or provide an address in South Africa or other means whereby the prize can be delivered to them in South Africa. Failure to claim the prize or a refusal or inability to comply herewith will disqualify the winner and a new winner may be drawn in their place at the sole discretion of the Promoter.
- 11. Entry Mechanics:
 - Interpret the KFC emoji strings provided on official posts featuring the hashtag #SpeakEmojiChallenge, or you can respond to the KFC #SpeakEmojiChallenge official posts with your own emoji journey using the hashtag.
 - - Stand a chance to win 1 of 200 R50 KFC vouchers, which are redeemable in store.



- 12. All risks in the prizes pass to the winner upon notification of having won a prize. Where necessary, the winner shall ensure that all prizes are insured against all risks, including damage to the prize as well as damage to third party property and persons. Such insurance is for the cost of the winner and neither the Promoter nor any other party associated with the competition will be liable for the costs thereof or be liable should such insurance not be in place.
- 13. The Promoter shall have the right to terminate the competition immediately and without notice for any reason beyond its control requiring this. In the event of such termination, all participants agree to waive any rights that they may have in terms of this promotion and acknowledge that they will have no recourse against the Promoter, its agents and staff.
- 14. Where cash prizes are won, in order to comply with the Financial Intelligence Centre Act (FICA) requirements, the winner will be required to provide proof of identity, proof of address, proof of bank account registered in the winner's name, as well as a tax clearance certificate or any other documents generally required by banks in terms of FICA. If the winner is unable or unwilling to provide the same, then the prize will be forfeited, and the Promoter reserves the right to select another prize winner who will have to comply with this requirement.
- 15. All guarantees for any tangible prizes, which are won are carried by the manufacturer and or supplier thereof and not by the Promoter who finds the purchase of the prizes but is not the supplier thereof and the Promoter makes no warranties, whether explicit or implied with respect to the prizes.
- 16. Participation in the competition constitutes acceptance of the competition rules and entrants agree to abide by the rules.
- 17. Except in so far as is provided for in the Act 68 of 2008, the judges' decision is final, and no correspondence will be entered into.
- 18. You will be required to provide your full name, email address and other related information when entering this competition. The Promoter and its affiliates will collect and use your personal data listed herein as prescribed in the Protection of Personal Information Act, only to enable your participation in this competition and for online activities related to the competition. Your personal data will be used to enter you in this competition and, by participating in the competition, you consent to the transfer, storage and processing of the data in South Africa, which consent may be withdrawn at any time by written notification to the Promoter. The Promoter shall keep your personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. The Promoter will not use your personal data for a different purpose without first obtaining your permission. The Promoter shall not allow third parties to use your personal information.
- 19. By providing a submission, you warrant that it is your own original work and that you are the owner of any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever and to use your name for competition purposes in promoting or publicising the competition, including the right to name the winner(s) of the prize(s) in public and/or any social media forum. The Promoter, however,



does not have any obligation to use the winning entries for any purpose. No images will be taken of the winner to be used for marketing purposes unless express written permission is obtained from the winner beforehand. Where such permission has been obtained, the images will be used only for the purpose as set out in the consent, without any further remuneration being made payable to the winner. All entries become the property of the Promoter.

- 20. All entrants indemnify the Promoter, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or losses, resulting from their participation in this competition arising from negligent acts or omissions of the Promoter.
- 21. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to your or any other person's computer relating to or resulting from participation in this competition or downloading any materials in this competition.