



TERMS AND CONDITIONS: CUSTOMER SURVEY

COMPETITION

1. INTRODUCTION

- 1.1. Pedros Chicken is proud to announce this exciting competition in conjunction with our customer survey! This competition aims to incentivize the participation of our valued customers in the survey, giving away 'Pedros for a Year' to our randomly chosen lucky winners.

2. COPY OF THESE RULES

- 2.1. These Terms and Conditions may be amended by reasonable notification via the Pedros website at any time during the Competition, and will be applied and interpreted by Pedros.
- 2.2. The decision of Pedros regarding any dispute relating to such interpretation and/or content will be final and binding.

3. CONSENT

- 3.1. By entering this competition, the participant accepts and agrees to the Terms and Conditions herein.
- 3.2. The participant warrants that they are unaware of any reason legally prohibiting them from entering this competition.
- 3.3. Any participant who contravenes these rules may be disqualified from the Competition.



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- 3.4. The participant consents to Pedros using the names and photographs taken of the winners for publicity purposes, without any further remuneration being payable to the winner.
- 3.5. The winner may decline to participate in any promotional activity by notifying Pedros accordingly. All promotional material will become the sole property of Pedros.

4. ELIGIBILITY

- 4.1. This competition may only be entered into by customers who are 18 (EIGHTEEN) years or older and resident in South Africa.
- 4.2. The following persons are prohibited from entering the competition:
 - 4.2.1. Persons related to Pedros by way of Directors, members, partners, employees, franchisees, agents of, or consultants to Pedros;
 - 4.2.2. Persons related to Pedros by way of being any marketing service provider, any supplier of goods or services, any other person who directly or indirectly controls, or is controlled by them; or
 - 4.2.3. Any spouse, life partner, parent, child, brother, sister, business partner or associate of any such persons.

5. HOW TO ENTER

- 5.1. Customers may enter the competition by scanning the QR code at the bottom of their receipt/till slip in store and completing the survey.
- 5.2. The survey can be accessed from the following address:
<https://management.pedroschicken.co.za/customerfeedback/0>
- 5.3. Multiple entries are permitted and are in fact encouraged!



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- 5.4. This is a digitally run competition. Only entries received in the above manner will be accepted.

6. DURATION OF COMPETITION

- 6.1. The competition will run from 1 January 2024 until close of business on 31 March 2024 (both days inclusive).
- 6.2. Late or incomplete entries will not be accepted. No responsibility will be accepted for entries lost, delayed or damaged in transmission.
- 6.3. Entries reflected on Pedros' records will be treated as the only validation sources and will be the only evidence of successful entries.

7. DETERMINATION OF WINNERS

- 7.1. One winner will be drawn at random at the end of the competition based on their valid entry.
- 7.2. Once the winner is determined, such decision is final and no correspondence will be entered into.
- 7.3. Winners will be contacted by way of electronic mail/ text message. Details of the winners will also be posted on the social media accounts of Pedros.
- 7.4. Every reasonable effort will be made to contact the winner, however if the winner does not respond to the notification and/or provide the required document within 3 (THREE) days of the date of the notification, it will be deemed that the winner concerned forfeited his/her prize, and Pedros shall be entitled to redraw to find an alternative winner.



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8. DOCUMENTS TO BE PRODUCED BY WINNERS

- 8.1. Winners are required to present a valid South African identity document in order to accept the prize

9. PRIZE TO BE WON

- 9.1. The winner shall receive “Pedros for a Year”: a choice between 4 Value Meals, 1 (ONE) per week, for 52 (FIFTY-TWO) weeks. Meals include the following:
- ¼ Chicken, Chips and a Roll
 - Wrap
 - Strips & Rice
 - Double Up (2 X Chicken Burgers)

10. LIMITATIONS ON PRIZES

- 10.1. 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 instructions.
- 10.2. The prize is neither negotiable nor transferable, and may not be exchanged for cash; except in the instance that the winner is a vegetarian, the winner shall receive a Pedros Vegetarian Burger and Chips each week for a year;
- 10.3. The prize may be subject to additional terms and conditions not mentioned hereunder, but in accordance with relevant South African Legislation.
- 10.4. Pedros reserves the right to substitute a prize of equal or greater value if the original prize becomes unavailable for any unforeseen reason.



11. PROCESSING OF PERSONAL INFORMATION AND CONSENT

- 11.1. Participants understand and agree that in order to offer the competition, Pedros must collect and use personal information about participants.
- 11.2. The privacy of participants' personal information is very important to Pedros. Pedros will accordingly use all reasonable efforts to store collected information in a secure manner.
- 11.3. The participant agrees to give (where applicable) honest, accurate and current information to Pedros and to maintain and update such information when necessary.
- 11.4. The participant's personal information collected by Pedros may be used for the following reasons:
 - 11.4.1. the processing of personal information on the company's website;
 - 11.4.2. further processing by third parties, including the fact that related parties of the company may access information on the company's website;
 - 11.4.3. direct marketing;
 - 11.4.4. fraud prevention; and
 - 11.4.5. SARB and SARS reporting and the like if applicable.
- 11.5. Pedros may, after the winner has accepted the prize, and both before or after the winner of the Competition has been publicly announced, request that the winners 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, Pedros, or any of its subsidiary or holding companies) ("the Invitation"). The winners have the right to expressly decline the Invitation in the manner stipulated in this clause.
- 11.6. Should the winner fail to decline the Invitation by telephone, e-mail or in writing to melisha@pedroschicken.co.za 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



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accepted the Invitation and granted permission and / or agreed to participate in marketing activities in the manner set out above.

- 11.7. The entrant acknowledges that any information supplied to Pedros is voluntary
- 11.8. By submitting any information to Pedros in any form the participant further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by Pedros 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.
- 11.9. Unless the participant has consented, Pedros will not sell, exchange, transfer, rent or otherwise make available any personal information about the participant (such as name, address, email address, telephone number) to other parties and the participant indemnifies Pedros from any unintentional disclosures of such information to unauthorized persons.

12. DISQUALIFICATION OF PARTICIPANTS

- 12.1. Pedros reserves the right to disqualify any Participant who breaches any provision of these Terms and Conditions.

13. GENERAL

- 13.1. Pedros 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.
- 13.2. To the maximum extent permitted in law, the owners of any Pedros outlet, Alpachino (Pty) Ltd, or any holding or subsidiary companies, or any of their respective directors, officers, managers, employees, agents, franchisees, or



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- 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 above (any such prizes being utilized and accepted at the sole and own risk of any winner thereof).
- 13.3. 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 Pedros preventing them from the performance of any obligation to an entrant (any such event hereinafter called "Force Majeure") then Pedros 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.
- 13.4. Pedros reserves the right to cancel, suspend, amend or terminate the Competition at any time and without notice to the Participants.
- 13.5. By entering the Competition, participants agree to receive further communication and direct marketing material from Pedros 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 Pedros for such purpose.
- 13.6. 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



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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.

- 13.7. 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