

## **TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE PIONEER FOODS WEB SITE OR ANY PART THEREOF ("THE PIONEER FOODS WEB SITE") IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST LEAVE THE PIONEER FOODS WEB SITE IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

## **DEFINITIONS AND INTERPRETATION**

- a) "Pioneer Foods " means Pioneer Foods (Pty) Ltd, registration number 1957/000634/07;
- b) "Pioneer Foods web site" means the Pioneer Foods web site located at [www.pioneerfoods.co.za](http://www.pioneerfoods.co.za) and includes any part or element thereof;
- c) "User" means any person who enters or uses the Pioneer Foods web site, notwithstanding the fact that such a person only visited the home page of the Pioneer Foods web site;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

## **1. GENERAL**

1.1 Pioneer Foods is one of the most significant players in Southern Africa's food manufacturing industry. It is a major force in the staple foods segment with its value-added quality products and also has a diversified portfolio of premium brands;

1.2 Pioneer Foods was created in 1997 through the merger of Sasko and Bokomo, two established South African food manufacturers. The Group's sophisticated research and development laboratory and its wide distribution network, enable it to offer a range of affordable and nutritious products to the consumer, achieved through efficiently managed economies of scale and are comparable to the best in the Southern African food industry; and

1.3 Powered by its leading position in the staple food segment and recently energised by a refocus to acquire trusted brands and top-selling, high-margin consumer icons the Group employs more than 10 000 permanent employees.

## **2. ALLOWED USE AND LICENSE**

2.1 Pioneer Foods licenses the User to view, download and print the content of the Pioneer Foods web site, provided that such content is used for personal, educational and/or non-commercial purposes only;

2.2 Content from the Pioneer Foods web site shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Pioneer Foods;

2.3 Users may only access and use the Pioneer Foods web site for legal purposes;

2.4 The caching of the Pioneer Foods web site shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the Pioneer Foods web site more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by Pioneer Foods;

2.5 If any User uses content from the Pioneer Foods web site in breach of the provisions detailed herein:

2.5.1 Pioneer Foods reserves the right to claim damages from the User;

2.5.2 Pioneer Foods reserves the right to institute criminal proceedings against the User;  
and

2.5.3 Pioneer Foods shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User;

2.6 Hyperlinks to the Pioneer Foods web site from any other source shall be directed at the home page of the Pioneer Foods web site. Pioneer Foods shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Pioneer Foods web site, if such content was accessed through a hyperlink not directed at the home page of the Pioneer Foods web site. Persons that wish to link to content beyond the home page of the Pioneer Foods web site shall do so at their own risk and indemnify Pioneer Foods against any loss, liability or damage that may result from the use of content from the Pioneer Foods web site, if such content was accessed through a hyperlink not directed at the home page of the Pioneer Foods web site;

2.7 No person may frame the Pioneer Foods web site, in any manner whatsoever, without the prior written consent of Pioneer Foods;

2.8 Apart from bona-fide search engine operators and use of the search facility provided on the Pioneer Foods web site by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Pioneer Foods web site for any purposes, without the prior written consent of Pioneer Foods; and

2.9 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Pioneer Foods at any time without giving reasons therefore.

### **3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE**

All intellectual property on the Pioneer Foods web site, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to Pioneer Foods and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Pioneer Foods web site are expressly reserved.

### **4. SOFTWARE AND EQUIPMENT**

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the Pioneer Foods web site and/or download content from this web site.

### **5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

Access to the services, content, software and content downloads available from the Pioneer Foods web site is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Pioneer Foods has the duty to disclose the following information:

5.1 The full name and legal status of the web site owner: Pioneer Foods (Pty) Ltd Reg. no.: 1996/17676/07

5.2 VAT registration number: 4610103865;

5.3 Street address: Parc Du Cap Office Park, Building 5, 10 Willie van Schoor Avenue, Belville, 7350

5.4 Postal address: PO Box 4091, Tyger Valley, 7536, South Africa;

5.5 Telephone number: +27 (0) 21 974 4000;

5.7 Physical address for receipt of legal service: Parc Du Cap Office Park, Building 5, 10 Willie van Schoor Avenue, Belville, 7350

5.8 Main business: Main business of Pioneer Foods is the manufacturing, marketing, selling and distribution of food and food related products;

5.9 The web site address of the Pioneer Foods web site is: <https://sa.pepsico.africa/>

5.10 The official e-mail address of the Pioneer Foods web site is:  
[consumercare@pepsico.com](mailto:consumercare@pepsico.com)

5.11 Codes of conduct to which the Pioneer Foods web site subscribes;

5.12 Management: The identities and contact details of the Pioneer Foods management team are available from: <https://sa.pepsico.africa/about/leadership>

5.13 Copies of the Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000: [www.pioneerfoods.co.za/paia](http://www.pioneerfoods.co.za/paia);

5.14 The costs associated with the access and use of the Pioneer Foods web site are as follows: Free;

5.15 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:

5.15.1 access to the Pioneer Foods web site;

5.15.2 the inability to access the Pioneer Foods web site;

5.15.3 the services and content available from the Pioneer Foods web site; or

5.15.4 these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Belville in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

5.16 Cooling-off period: In terms of the operation of section 42(1)(c) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this website; and

5.17 Users may lodge complaints concerning the Pioneer Foods web site with Pioneer Foods at: [consumercare@pepsico.com](mailto:consumercare@pepsico.com)

## **6. CHANGES AND AMENDMENTS**

Pioneer Foods expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

6.1 change these terms and conditions;

6.2 change the content and/or services available from the Pioneer Foods web site;

6.3 discontinue any aspect of the Pioneer Foods web site or service(s) available from the Pioneer Foods web site; and/or

6.4 change the software and hardware required to access and use the Pioneer Foods web site.

## **7. PRIVACY**

7.1 Pioneer Foods shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA);

7.2 Pioneer Foods may electronically collect, store and use, amongst other, the following personal information of Users:

7.2.1 name and surname;

7.2.2 contact details;

7.2.3 non-personal browsing habits and click patterns;

7.2.4 e-mail address; and

7.2.5 IP address.

7.3 Pioneer Foods collects, stores and uses the abovementioned information for the following purposes:

7.3.1 communicate requested information to the User;

7.3.2 newsletter database;

7.3.3 registration and / or authentication of Users; and

7.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Pioneer Foods web site;

7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings;

7.5 Pioneer Foods may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

7.5.1 Pioneer Foods shall not disclose personal information from Users unless the User consents thereto;

7.5.2 Pioneer Foods shall disclose information without the User's consent only through due legal process; and

7.5.3 Pioneer Foods may compile, use and share any information that does not relate to any specific individual; and

7.6 Pioneer Foods owns and retains all rights to non-personal statistical information collected and compiled by Pioneer Foods

## **8. NEWSLETTER TERMS**

By subscribing to our newsletter, you agree to receive emails from us. The aim of our newsletter service is to keep our customers and visitors updated about news or new product and service offerings. The subscription to our newsletter service is not mandatory.

### **8.1 Limited Liability**

Pioneer Foods reserve the sole right to either modify or discontinue the newsletter, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

We reserve the sole right to unsubscribe users / visitors from or newsletter service, without notice. We will do so with any subscriber we deem registered with fake data.

### **8.2 Privacy policy**

You agree that your name and any other details you provide with your subscription will be collected and stored and used for the purposes of managing your newsletter subscription and distributing the newsletter to you and to send you information relating to news and other information.

You can subscribe on the website or unsubscribe by clicking the unsubscribe link within the newsletter.

## **9. HYPERLINKS TO THIRD PARTY SITES**

9.1 Pioneer Foods may provide hyperlinks to web sites not controlled by Pioneer Foods (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and

9.2 Pioneer Foods does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

## **10. SECURITY**

10.1 Pioneer Foods shall take all reasonable steps to secure the content of the Pioneer Foods web site and the information provided by and collected from Users from

unauthorised access and/or disclosure. However, Pioneer Foods does not make any warranties or representations that content shall be 100% safe and secure;

10.2 Pioneer Foods is under no legal duty to encrypt any content or communications from and to the Pioneer Foods web site and is also under no legal duty to provide digital authentication of any page on the Pioneer Foods web site;

10.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Pioneer Foods web site or the server and computer network that support the Pioneer Foods web site. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Pioneer Foods web site, whether on purpose or negligently, shall, without any limitation, indemnify and hold Pioneer Foods harmless against any and all liability, damages and losses Pioneer Foods and its partners / affiliates may suffer as a result of such damaging code;

10.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Pioneer Foods web site and Pioneer Foods reserves the right to claim damages any and all persons concerned with a security failure or breach; and

10.5 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Pioneer Foods and its partners / affiliates.

## **11. DISCLAIMER AND LIMITATION OF LIABILITY**

11.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Pioneer Foods (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

11.1.1 access to the Pioneer Foods web site;

11.1.2 access to web sites linked to the Pioneer Foods web site;

11.1.3 inability to access the Pioneer Foods web site;

11.1.4 inability to access web sites linked to the Pioneer Foods web site;

11.1.5 content available on the Pioneer Foods web site;

11.1.6 services available from the Pioneer Foods web site;

11.1.7 downloads and use of content from the Pioneer Foods web site;

11.1.8 any other reason not directly related to Pioneer Foods' gross negligence.

11.2 The Pioneer Foods web site is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy

himself or herself, prior to entering into this agreement with Pioneer Foods, that the content available from and through the Pioneer Foods web site meet the User's individual requirements and is compatible with the User's computer hardware and/or software;

11.3 Information, ideas and opinions expressed on the Pioneer Foods web site should not be regarded as professional advice or the official opinion of Pioneer Foods and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the Pioneer Foods web site;

11.4 Pioneer Foods does not make any warranties or representation that content and services available from the Pioneer Foods web site will in all cases be true, correct or free from any errors. Pioneer Foods shall take all reasonable steps to ensure the quality and accuracy of content available from the Pioneer Foods web site and encourage Users to report incorrect and untrue information subject to the right of Pioneer Foods to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this web site; and

11.5 Pioneer Foods does not make any warranties or representations that the Pioneer Foods web site shall be available at all times. Users acknowledge that the Pioneer Foods web site may be unavailable due to updates or other causes beyond the reasonable control of Pioneer Foods, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God."

## **12. REMOVAL AND CORRECTION OF CONTENT**

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Pioneer Foods web site to Pioneer Foods and Pioneer Foods undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## **13. INTERCEPTION OF COMMUNICATIONS**

13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Pioneer Foods 's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Pioneer Foods web site, its staff and employees; and

13.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

## **14. ENTIRE AGREEMENT AND SEVERABILITY**



14.1 These terms and conditions constitute the entire agreement between Pioneer Foods and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Pioneer Foods from the User;

14.2 Any failure by Pioneer Foods to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and

14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

## **15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

The User and Pioneer Foods agree that:

15.1 the User shall be bound to these term and conditions and such agreement is concluded in Cape Town (South Africa) at the time the User enters the Pioneer Foods web site for the first time;

15.2 data messages (as defined in the ECT Act) addressed by the User to Pioneer Foods shall only be deemed to have been received if and when responded to;

15.3 data messages (as defined in the ECT Act) addressed to the User by Pioneer Foods shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

15.4 data messages (as defined in the ECT Act) addressed by the User to Pioneer Foods shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

15.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Pioneer Foods; and

15.6 The User agrees and warrants that data messages that are sent to Pioneer Foods from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

## **16. APPLICABLE AND GOVERNING LAW**

Subject to clause 5.16, the Pioneer Foods web site is hosted, controlled, and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Pioneer Foods web site, its content, services and these terms and conditions.

## **17. LEGAL COSTS**

Pioneer Foods shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

## **18. COMPETITIONS**

18.1 The Promoter is Pioneer Foods (Pty) Ltd ("The Promoter").

18.2 All competitions are open to all South African Residents above the age of 18 and who are in possession of a valid identity document, 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 Pioneer Foods (Pty) Ltd or who resides at the same address as such a winner, or who uses the same telephone number to enter this competition.

18.3 Any entries received after the stipulated closing times of the competition will not be valid and not be considered.

18.4 Winners for competitions and giveaways are selected at random.

18.5 Winners will be contacted via email or social media.

18.6 Prizes are not exchangeable for cash and not transferable. In the case of restaurant/meal prizes, it is the due responsibility of the winner to arrange any and all necessary transportation to the venue. The promoter is not liable for transport costs incurred.

18.7 The Promoter shall have the right to terminate any 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.

18.8 Participation in the competitions constitutes acceptance of the competition rules and entrants agree to abide by the rules

18.9 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.

18.10 In the event that winners are required to provide their full name, email address and other related information when entering competitions, the Promoter and its affiliates will collect and use your personal data listed herein in order to enable participation in the Competition and for related online activities. Personal data will be used for the Promoter's, its affiliates and subsidiaries' marketing purposes 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. We keep your personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. We will not use your personal data for a different purpose without first obtaining your permission. We do not allow third parties to use your personal information.

18.11 By providing a submission, you grant the Promoter and its affiliated companies the right, except where prohibited by law, to use your name for Competition purposes in promoting or publicising the Competition, including right to name the winner(s) of the prize(s) in public and/or any social media forum. Promoter, however, does not have any obligation to use the winning entries for any purpose. The Promoter reserves the right to request that any images taken of the winner or staff be used for marketing purposes in any manner they deem fit, without any further remuneration being made payable to the winner, which request the winner may decline. All entries become the property of Promoter. By entering this competition, the Promoter reserves the right to communicate with you at any time during or after the competition and you may opt out from receiving such communication at any time.

18.12 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.

18.13 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. 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 Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.

18.14 This Competition is in no way organised, endorsed or administered by, or associated with, Facebook or any other social media forum. Entrants understand that you are providing your information to the Promoter and not to Facebook or any other social media forum. Any questions, comments or complaints regarding the Competition can be directed to the Promoter via the Consumer Advisory Service and not to Facebook or any other social media forum.