



**BURGER KING® SOUTH AFRICA (“BURGER KING®”): TERMS AND CONDITIONS  
BURGER KING® PLAYSTATION®5 COMPETITION**

**Definitions**

1. The terms and conditions for the **BURGER KING® PlayStation®5 Competition** include the terms which have been defined as follows:
  - 1.1 **“BK Order Online”** means the online meal/beverage ordering and delivery platform for BURGER KING®, which can be accessed via <https://app.burgerking.co.za/>;
  - 1.2 **“BURGER KING® Customer Care”** means the customer helpline for BURGER KING® which can be contacted via email at [customercare@whopper.co.za](mailto:customercare@whopper.co.za) and/or via telephone at +27 (0)80 946 7737. All calls are charged at standard network rates;
  - 1.3 **“Competition”** means BURGER KING® PlayStation®5 Competition commencing at 00h00 on 12 November 2020 and ending at 11h59 on 23 December 2020 only;
  - 1.4 **“Delivery Partners”** means selected BURGER KING® approved online ordering and delivery aggregators (i.e. Mr D Food and UberEATS);
  - 1.5 **“Participant”** means any person, with the minimum age of 13 years, resident within the Republic of South Africa, specifically excluding:
    - 1.5.1 an employee of the Promoter, any agencies, sales agents/merchandisers, packaging suppliers and their immediate family members (spouses, life partners, parents, grandparents, siblings, children, and grandchildren) or their business partners; or
    - 1.5.2 a director, member, partner, or agent of, or consultant to the Promoter or any other person who directly or indirectly controls or is controlled by, the Promoter; or
    - 1.5.3 affiliates/divisions/subsidiaries or any other person who supplies goods or services in connection with the Competition; or
    - 1.5.4 director, member, partner, employee, agent, or consultant of any franchised outlet of the Promoter; or
    - 1.5.5 a supplier of goods or services in connection with the Promoter; or
    - 1.5.6 delivery partners, their employees, agents, affiliates; or
    - 1.5.7 a spouse, life partner, parent, child or sibling, immediate family member, business partner, or associate of the person specified in 1.5.1 to 1.5.6 above.
  - 1.6 **“Participating Outlet/s”** means BURGER KING® outlet/s anywhere within the Republic of South Africa;
  - 1.7 **“Participating Products”** means either a medium or large meal of the new BURGER KING®:
    - 1.7.1 Halaal  
Chilli Cheese King  
Double Chilli Cheese King  
Chicken Chilli Cheese King,



or

1.7.2 Non-Halaal

Chilli Cheese King  
Double Chilli Cheese King  
Chicken Chilli Cheese Bacon King,

available for purchase at any Participating Outlet;

- 1.8 “**Prize(s)**” means 1 of 25 PlayStation®5 consoles to be awarded to the Winners of this Competition. Prize Inclusions and Prize Exclusions should be noted;
- 1.9 “**Prize Inclusions**” means each Prize will include a PlayStation®5 console and controller;
- 1.10 “**Prize Exclusions**” means PlayStation®5 games, PlayStation VR, PlayStation Camera, PlayStation Camera adaptor, and other PlayStation®5 supported accessories;
- 1.11 “**Promoter**” means Burger King South Africa (RF) Proprietary Limited (“BURGER KING®”), 10th Floor, 33 on Heerengracht, 33 Heerengracht Street, Foreshore, Cape Town. 8001;
- 1.12 “**Social Media**” means Facebook (<https://www.facebook.com/BurgerKingSouthAfrica/>), Instagram (<https://www.instagram.com/burgerkingsa/>) and Twitter (<https://twitter.com/BurgerKingZA/>);
- 1.13 “**Terms and Conditions**” means the contents of this document and any supporting annexures thereto;
- 1.14 “**Winner(s)**” means successful Participants who will be awarded the Prize(s) after 23 December 2020 as a result of the Winner Selection process; and
- 1.15 “**Winner Section**” will take place by means of a computerised audited draw which will be conducted in the presence of an independent auditor. Subject to the Promoter’s sole discretion to change the below dates without prior notice, Winner Selection draws will be held on the following dates:
- 1.15.1 2 December 2020, 9 December 2020, and 17 December 2020 respectively, with 5 Prizes being awarded per draw date;
- 1.15.2 The final draw will be held on 24 December 2020, with the final 10 Prizes being awarded.

**Specific Clauses**

2. BURGER KING® in terms of its obligations under the Consumer Protection Act No. 68 of 2008 (as amended), draws special attention to clauses 16 to 38 as they limit and exclude obligations, liabilities, and legal responsibilities that the Promoter and other persons or entities may otherwise have in respect of the Participant. As a result of these clauses, the Participants’ rights and remedies against the Promoter are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against the Promoter for losses, damages, liability, or harm you or others may suffer as a result of your participation in the Competition.
3. Clauses 26 to 38 require the Participants to hold BURGER KING® harmless (indemnify the Promotor) against claims, loss, damages, and harm that may be suffered by the Participants and other persons or entities as a result of the events set out in these clauses.



## **Competition Terms**

4. The Terms and Conditions are available and may be downloaded from BURGER KING® website (<http://www.burgerking.co.za/competition-terms-and-conditions/>) or on request from BURGER KING® Customer Care.
5. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. As far as the law allows, all warranties and representations in relation to the Competition which are not set out in these Terms and Conditions (whether express, implied, or tacit) are hereby excluded.
6. Participation in the Competition constitutes your unequivocal acceptance of these Terms and Conditions.
7. Any reward redemption instructions are deemed to form part of the Terms and Conditions and by participating in this Competition, all Participants will be deemed to have accepted and shall be bound by the Terms and Conditions.
8. The Competition is valid only within the Republic of South Africa and is open to all Participants as strictly defined.
9. To participate in this Competition:
  - 9.1 In-store participation:

To enter, a Participant must:

    - a) purchase any of the Participating Product(s);
    - b) text the unique code found on your BURGER KING® receipt slip via USSD, by dialling **\*120\*9688\*uniquecode#** (standard SMS rates apply for all networks);
    - c) follow the prompts and submit your details (including but not limited to your full name, contact details, Province of residence, and the option to 'opt-in' for marketing or exclusive offers communication from BURGER KING® (where applicable)).
  - 9.2 BK Order Online participation:

To enter, a Participant must:

    - a) purchase any Participating Product(s);
    - b) text your BK Order Online order number via USSD, by dialling **\*120\*9688\*BK Order Online order number#** (standard SMS rates apply for all networks);
    - c) follow the prompts and submit your details (including but not limited to your full name, contact details, Province of residence, and the option to 'opt-in' for marketing or exclusive offers communication from BURGER KING® (where applicable)).
  - 9.3 Participation through our Delivery Partners:

To enter, a Participant must:



- a) purchase any Participating Product(s);
- b) text the Delivery Partners' order number via USSD, by dialling \*120\*9688\*Mr D Food or UberEATS Order Number# (standard SMS rates apply for all other networks);
- c) follow the prompts and submit your details (including but not limited to your full name, contact details, Province of residence, and the option to 'opt-in' for marketing or exclusive offers communication from BURGER KING® (where applicable)).

to successfully enter the Competition to stand a chance to win 1 of the Prizes.

10. Participants may purchase any other BURGER KING® meal or beverage offerings in conjunction with the Participating Products, provided one of the Participating Products is included in the Participant's order.
11. Participants are not limited by the number of entries for this Competition but are limited to one entry per purchase of the Participating Products. Participants are required to make a new purchase of the Participating Product(s) from any Participating Outlet for each entry in the Competition.
12. Participants, by using the USSD system, will be providing their contact details. The Promoter and its agents will only use the contact details provided by the Participants for the purpose of contacting them in relation to the Competition and not to market any other material to them, if the Participant opted to not receive marketing-relating communication from the Promoter.
13. All personal information supplied by the Participants in relation to this Competition shall be processed in accordance with the applicable South African data protection legislation (including Protection of Personal Information Act No. 4 of 2013, as amended) and the Promoter's privacy policy.
14. By taking part in this Competition, Participants hereby warrant that all information submitted to the Promoter is true, current, accurate, and complete.
15. By entering this Competition, the Participants are given the opportunity to opt-in to allow BURGER KING® and their related companies to collect, store and use (not share) their personal information for communication, statistical purposes, and marketing communication.
16. The Promoter reserves the right to disqualify any Participant if fraud or cheating is suspected. Participants will only be eligible if their completed entry complies with all the terms and conditions and especially with clause 9 above.
17. The Promoter may ban any Participant or person found to be in breach of these Competition Terms and Conditions from entry into any other promotions and/or competitions held by the Promoter or its agents, for such period as it deems appropriate.

### **Winner Selection**

18. Winners will be selected through the Winner Selection process. The Promoter or its agents will liaise directly with the Winners to make the necessary arrangements for the Prizes to be handed over to the Winners subject to clause 20, thereafter the Winners will be announced on Social Media.
19. In the event that a Winner cannot be contacted telephonically through the contact details provided when he/she entered the Competition, within 30 days after the Participant is selected as a Winner ("initial Winner"), the Promoter reserves its sole discretion to select another Participant as a Winner. For any avoidance of doubt, the Prize for the initial Winner will be forfeited with immediate effect. This



process will be repeated until the Winners are confirmed and announced by the Promoter on Social Media.

20. For a Winner to successfully claim the Prize, he or she will be required to provide the following:
  - 20.1 Proof of the BURGER KING® receipt slip or BK Order Online order number or the Delivery Partners' order number; and
  - 20.2 Acceptable proof of your identification (including but not limited to RSA Identity Document or RSA Identity Card or RSA Passport or a valid Driver's Licence Card or valid foreign Passport); and
  - 20.3 Complete and sign the Winner's acknowledgement of receipt letter without any alternations or amendments to the letter.
21. A selected Winner who fails to provide any of the required information and/or supporting documents in clauses 20.1 to 20.3 within 21 days from the date the information and/or documents is requested by the Promoter, will automatically forfeit the Prize and he or she will be automatically disqualified as a Winner and as an eligible Participant in this Competition.
22. Participants who are successfully selected as Winners in terms of this Competition are limited to 1 Prize only. For any avoidance of doubt, all confirmed Winners who have been awarded a Prize in terms of the Winner Selection process and the processes detailed in clauses 18 and 19, are automatically excluded from further participating as eligible Participants in this Competition.
23. It is expressly recorded herein that all Prizes will be handed over to the Winners, on a date to be determined at the Promoter's sole discretion, after the final Winner Selection draw detailed in clause 1.15.2.
24. All media-related and symbolic handover of the Prizes to the Winners will be conducted at the relevant Participating Outlets where the Participating Products were purchased by the Winners.
25. The Winners will be required to take part in publicity which includes but not limited to taking pictures of the Winners with any promotional material and/or props of the Prizes prior to the handover delivery of the Prizes, media-related and symbolic handover of Prizes, publishing and distributing any and all details of the Winners and or to take pictures and or videos of the Winners or use the Winner's details or photographs and or videos in any advertising or promotional material without any liability on the part of the Promoter and participation in this Competition is conditional upon agreement to take part in such publicity. Participants will not be entitled to any payment or other remuneration for any such publicity or otherwise. All and any materials, including publicity materials, will be the sole property of the Promoter.
26. The Prize will be automatically forfeited if a Winner fails to collect and/or arrange for the delivery of the Prize within 90 days from the date a specific Participant is announced as a Winner on Social Media.

### **General**

27. The Prizes are non-transferrable from the Winners to third parties or other Participants, and may not be sold or exchanged for cash by the Winners or any other person. Failure to comply with the Competition terms could result in an automatic revocation of the Winner and immediate forfeiture of the Prize to be awarded to the Winner.
28. All decisions pertaining to any aspects of the Competition are final and are made at the discretion of the Promoter. No further correspondence will be entered into regarding their respective decisions.



Neither the Promoter nor its agents will be held responsible or answerable to any Participant for any dispute arising from the Competition or the Prizes or the delivery thereof.

29. In the event of circumstances beyond the Promoter's control, the Promoter reserves the right to withdraw the Competition with immediate effect or substitute the Prizes with another reward.
30. The Competition, Prizes, and any terms and/or conditions surrounding it may be amended by reasonable notification at any time during the Competition. Such altered terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Promoter.
31. By participating in this Competition, each Participant agrees to waive any rights that he/she may have to claim against the Promoter and the Promoter's agents from any direct or indirect and/or consequential loss, damage, damages, liability, expenses, cost orders or demand which may arise as a result of his/her participation in the Competition and, where applicable, the subsequent Prizes, delivery, and where applicable, subsequent use of the Prize(s).
32. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, we reserve the right to the extent permitted by law (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel this Competition, as deemed appropriate.
33. The obligations of the Promoter or a supplier of goods in connection with this Competition are deemed to be fulfilled in relation to a Participant when the Prize is dispatched from the Promoter to the Winner.
34. The Promoter or its agents are not responsible for any errors, omissions, and/or technical failures of any nature whatsoever throughout this Competition, the delivery and subsequent use of the Prizes.
35. As far as the law allows the Promoter, its associated companies (directors, officers, and employees) agents and suppliers, shall not be responsible for a Participant's failure to access the Competition for any reason whatsoever including, by way of example only, as a consequence of communications or network failures
36. If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.
37. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.
38. If a Participant requires any help or has any enquiries relating to the Competition, you may contact BURGER KING® Customer Care for assistance.