



BURGER KING® SOUTH AFRICA (“BURGER KING®”) TERMS AND CONDITIONS BURGER KING® MYSTERY BURGER CAMPAIGN

Definitions

1. The terms and conditions for the **BURGER KING® Mystery Burger Campaign** include the terms which have been defined as follows:
 - 1.1 **“Burger King® App”** 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 and/or via telephone at +27 (0)80 946 7737. All calls are charged at standard network rates;
 - 1.3 **“Campaign”** means the BURGER KING® Mystery Burger Campaign commencing:
 - 1.3.1 In-store only from 00h00 S.A.S.T., 8 January 2021 and ending at 11h59 S.A.S.T. on 11 February 2021; and
 - 1.3.2 Burger King® App from 00h00 S.A.S.T., 12 February 2021 and ending at 11h59 S.A.S.T. on 31 March 2021 only.
 - 1.4 **“Campaign Exclusions”** means all other BURGER KING® meal offerings other than the Mystery Burgers;
 - 1.5 **“Mystery Burger”** means any one of the following BURGER KING® burgers which are available for purchase for only R29.90 (VAT inclusive):
 - 1.5.1 New Crispy Chicken Sandwich; OR
 - 1.5.2 Jalapeno Chicken Sandwich; OR
 - 1.5.3 Rodeo King Sandwich; OR
 - 1.5.4 Bacon King Sandwich; OR
 - 1.5.5 Jalapeno King Sandwich; OR
 - 1.5.6 Big King XXL Sandwich; OR
 - 1.5.7 Big King Sandwich; OR
 - 1.5.8 Whopper with Cheese Sandwich; OR
 - 1.5.9 Whopper Sandwich;
 - 1.6 **“Participant”** means any person resident within the Republic of South Africa, specifically excluding:



- 1.6.1 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
 - 1.6.2 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
 - 1.6.3 affiliates/divisions/subsidiaries or any other person who supplies goods or services in connection with the Campaign; or
 - 1.6.4 director, member, partner, employee, agent, or consultant of any franchised outlet of the Promoter; or
 - 1.6.5 a supplier of goods or services in connection with the Promoter; or
 - 1.6.6 BURGER KING® delivery partners, their employees, agents, affiliates; or
 - 1.6.7 a spouse, life partner, parent, child or sibling, immediate family member, business partner, or associate of the person specified in 1.6.1 to 1.6.6 above.
- 1.7 **“Participating Outlet/s”** means BURGER KING® outlet/s anywhere within the Republic of South Africa;
 - 1.8 **“Promoter”** means Burger King South Africa (RF) Proprietary Limited (“BURGER KING®”), 10th Floor, 33 on Heerengracht, 33 Heerengracht Street, Foreshore, Cape Town. 8001; and
 - 1.9 **“Terms and Conditions”** means the contents of this document and any supporting annexures thereto.

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 12 to 27 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 Campaign.
- 3. Clauses 17 to 27 require the Participants to hold BURGER KING® harmless (indemnify the Promoter) 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.

Campaign Terms

- 4. The Terms and Conditions are available and may be downloaded from BURGER KING® website (<http://www.burgerking.co.za/Campaign-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 Campaign which are not set out in these Terms and Conditions (whether express, implied, or tacit) are hereby excluded.
6. Participation in this Campaign constitutes your unequivocal acceptance and undertaking to be bound by these Terms and Conditions.
7. The Campaign is valid only within the Republic of South Africa and is open to all Participants as strictly defined.
8. To participate in this Campaign, you are required to purchase a Mystery Burger in-store or via the Burger King® App. The purchase of any Mystery Burger is at the Participant's sole risk as the burger is randomized through an automated system.
9. No Mystery Burger alterations or customizations and/or substitution will be permitted for the duration of the Campaign.
10. Participants may purchase any other BURGER KING® meal or beverage offerings in conjunction with the Mystery Burger.
11. Participants are not limited by the number of Mystery Burger purchases for this Campaign.
12. The Mystery Burgers are non-transferrable to third parties or other Participants, and may not be sold or exchanged for another product or cash or returned for a refund.

General

13. The Mystery Burger Promotion is excluded from earning Loyalty Crowns on the Burger King® App.
14. In the event of a Participating Outlet being out of stock of the Mystery Burgers or experiencing technical difficulties relating to the Campaign, Participants may purchase the Mystery Burger at another Participating Outlet or the same Participating Outlet once it has stock, provided the Campaign is still operational.
15. The Promoter reserves the right to disqualify any Participant if fraud or cheating is suspected.
16. The Promoter may ban any Participant or person found to be in breach of these Campaign Terms and Conditions from entry into any other promotions and/or campaigns held by the Promoter or its agents, for such period as it deems appropriate.
17. All decisions pertaining to any aspects of the Campaign 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 Campaign.
18. In the event of circumstances beyond the Promoter's control, the Promoter reserves the right to withdraw the Campaign with immediate effect or substitute the Mystery Burgers with another BURGER KING® product(s).



19. The Campaign and any terms and/or conditions surrounding it may be amended with or without reasonable notification at any time during the Campaign. Such altered terms and conditions shall become effective immediately after being altered or on such date as may be determined by the Promoter or once published on the BURGER KING® website.
20. By participating in this Campaign, 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 Campaign.
21. If this Campaign 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; and/or (b) to modify, suspend, terminate or cancel this Campaign, as deemed appropriate.
22. The obligations of the Promoter in connection with this Campaign are deemed to be fulfilled in relation to a Participant when the Mystery Burger is handed to or delivered to the Participant (as the case may be).
23. The Promoter or its agents are not responsible for any errors, omissions, and/or technical failures of any nature whatsoever throughout this Campaign.
24. 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 Campaign for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
25. 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.
26. These Terms and Conditions shall be governed by the laws of the Republic of South Africa.
27. If a Participant requires any help or has any enquiries relating to the Campaign, you may contact BURGER KING® Customer Care for assistance.