



**BURGER KING® SOUTH AFRICA (“BURGER KING”): TERMS AND CONDITIONS
BURGER KING® GUEST TRAC COUPON REDEMPTION**

Definitions

1. The terms and conditions for the **BURGER KING® Guest Trac Coupon Redemption** include the terms which have been defined as follows:
 - 1.1 **“the Website”** means the online BURGER KING® guest survey website, which can be accessed via www.mybksa.co.za;
 - 1.2 **“BURGER KING® Customer Care”** means the customer helpline for BURGER KING® which can be contacted via email at customer care@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 Guest Trac initiative by BURGER KING®, full details of which are set out below;
 - 1.4 **“Coupon(s)”** means the BURGER KING® Guest Trac coupon code(s) electronically issued upon the completion of the steps in 8 below, which are redeemable in-store at any Outlet. For the avoidance of doubt, each Coupon may only be used once;
 - 1.5 **“Coupon Exclusions”** means the current promotions, discounts, and campaigns (as run from time to time by BURGER KING®) that may not be used in conjunction with the Coupon. See paragraph **Error! Reference source not found.** below for additional information;
 - 1.6 **“Guest”** means any person resident within the Republic of South Africa who purchases BURGER KING® products at our Outlets;
 - 1.7 **“Outlet/s”** means BURGER KING® restaurant(s) anywhere within the Republic of South Africa. All online purchases are specifically excluded from this Campaign;
 - 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, any supporting annexures thereto, and advertising or promotional materials.

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 Guest. As a result of these clauses, the Guests’ 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 20 to 27 require the Guests to hold BURGER KING® harmless (indemnify the Promoter) against claims, losses, damages, and harm that may be suffered by the Guests 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/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 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 Guests as strictly defined.
8. To participate in this Campaign, you are required to make a minimum purchase of R30.00 at any of our Outlets and follow the instructions on the receipt slip(s) for your purchase in order to secure your Coupon code. Steps to follow are:
 - 8.1 To obtain your Coupon:
 - 8.1.1 Step 1: Purchase any BURGER KING® product with a minimum value of R30.00;
 - 8.1.2 Step 2: Note the information and unique code on the receipt slip for the purchase in Step 1;
 - 8.1.3 Step 3: Go to the Website and enter the unique code;
 - 8.1.4 Step 4: Complete survey on the Website within 48 hours of Step 1; and
 - 8.1.5 Step 5: On completion of Step 4, you will be issued a new Coupon code for the next purchase.
 - 8.2 To redeem your Coupon:
 - 8.2.1 Step 6: To be able to redeem your Coupon, you are required to purchase BURGER KING® product(s) with a minimum value of R30.00 in order for the Coupon to apply subject to the conditions in 9 below.
 - 8.3 Each Coupon is valid for 30 days from the date of issue, weekends and public holidays included.
9. Each Guest is permitted to redeem only 1 (one) Coupon per calendar month. If a Guest has already redeemed a Coupon for the specific month, the Guest will only be able to redeem the next Coupon for a BURGER KING® receipt slip in the following calendar month within the period stipulated.
10. The Coupons are only valid for specific BURGER KING® products as communicated and while stocks last. No alterations or customizations and/or substitution will be permitted.
11. The Coupons may not be redeemed or used in conjunction with any of the following promotions, campaigns, or competitions:
 - 11.1 All BURGER KING® promotions, campaigns, competitions, or other discounts; or
 - 11.2 BURGER KING® King Value Meals; or



- 11.3 BURGER KING® App Loyalty Wallet and Gift Cards; or
- 11.4 All third party promotional deals (including but not limited to ABSA Rewards, vodaBucks, eBucks, Virgin Wallet, and wiGroup Wrapped).
- 12. All Coupons and/or BURGER KING® receipt slips from purchases are non-transferrable to third parties or other Guests, and may not be reproduced, copied, purchased, traded, or sold by any Guest or third parties. The Coupons or receipt slips immediately become void when copied and/or transferred to any third party. To the extent that the law restricts or prohibits such coupons or receipts, the latter shall become void with immediate effect.
- 13. Internet distribution and/or resale of a Guest's receipt slips or coupon is strictly prohibited.

General

- 14. In the event that an Outlet is out of stock of the product referred to in 10 or experiencing technical difficulties relating to the Campaign, Guests may visit another Outlet or the same Outlet once it has stock, provided the Campaign is still operational.
- 15. The Promoter reserves the right to disqualify any Guest if fraud or cheating is suspected.
- 16. The Promoter may ban any Guest or person found to be in breach of these 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 Guest 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 Coupon with another incentive as it deems fit, at its sole discretion and without prior notice to the Guests.
- 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 Guest 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 Guest; 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 Guest when the incentive or product for the Coupon is handed to the Guest (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 Guest'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 Guest requires any help or has any enquiries relating to the Campaign, you may contact BURGER KING® Customer Care for assistance.