



BURGER KING® SCOOPY-DOO! COMPETITION
BURGER KING® SOUTH AFRICA (“BURGER KING®”); TERMS AND CONDITIONS

Definitions

1. The terms and conditions for this **BURGER KING® SCOOPY-DOO! Competition** (“*Terms*”), include the defined terms below:
 - 1.1 “**BK® App**” means the online meal/beverage ordering platform for BURGER KING®, which can be accessed via <https://app.burgerking.co.za>, and <https://www.burgerking.co.za> [“*Website*”];
 - 1.2 “**Competition**” means the **BURGER KING® SCOOPY DOO!** competition, commencing at 00h00 SAST on 25 September 2025 and ending at 23h59 SAST on 30 October 2025. Refer to the Competition mechanism below;
 - 1.3 “**Customer Care**” means the customer helpline for BURGER KING® available via customercare@whopper.co.za and/or +27 (0)80 946 7737. All calls are charged at standard network rates;
 - 1.4 “**Game**” means the BURGER KING® SCOOPY-DOO! game strictly available through the BK® App for the duration of the Competition;
 - 1.5 “**Grand Prize Winner**” means a Participant who wins 1 of the Grand Prizes after a successful Winner Selection process, and completion of the audit verification process;
 - 1.6 “**Participant**” / “**You**” means strictly any person who is resident within South Africa, but expressly excluding, and may not include an employee of 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 any person who is: (i) a director, member, partner, or agent of, or consultant to the Promoters or any other person who directly or indirectly controls or is controlled by the Promoters; or (ii) a supplier of goods or services in connection with the Promoters. The Competition is not open to employees and their immediate families of BURGER KING®
 - 1.7 “**Prize(s)**” means any one of the following prizes to be allocated in line with the Draws:
 - 1.7.1 “**Top 3 Prize**” means only 1 of 3 R150.00 BURGER KING® vouchers;
 - 1.7.2 “**Weekly Prize**” means only 1 of 7 BURGER KING® ice cream cone vouchers, valued at R15.00;
 - 1.7.3 “**Grand Prize**” means only 1 of 3 TOY KINGDOM all-inclusive vouchers, valued at R1 000.00 each;
 - 1.8 “**Prize Winner**” means a Participant who wins a Prize after a successful Winner Selection process, and successful completion of the audit verification process;
 - 1.9 “**Promoter**” means Burger King South Africa Proprietary Limited (“BURGER KING”), with its registered address at 10th Floor, 33 on Heerengracht, Foreshore, Cape Town, 8001;
 - 1.10 “**Restaurants**” means BURGER KING® restaurants within South Africa;
 - 1.11 “**Social Media**” includes the Promoter’s accounts on YouTube (<https://www.youtube.com/@BurgerKingSouthAfrica>), TikTok (<https://www.tiktok.com/@burgerkingsouthafrica>), Facebook (<https://www.facebook.com/BurgerKingSouthAfrica/>), Instagram (<https://www.instagram.com/burgerkingsa/>), and X (<https://twitter.com/BurgerKingZA>);
 - 1.12 “**TOY KINGDOM**” means any location of the Toy Kingdom franchise within South Africa; and
 - 1.13 “**Winners Selection(s)**” means the Promoter’s review (at its sole discretion and its offices) of the Game’s leaderboard to determine the Prize Winners for the period. There will be the following selection processes:
 - 1.13.1 “**Weekly**” means the Winner Selection process for the top 10 on the Game’s leaderboard, for the Top 3 and Weekly Prizes, to be conducted on 2 October 2025, 9 October 2025, 16 October 2025, 23 October 2025, and 30 October 2025, respectively; and
 - 1.13.2 “**Grand Prize**” means the Winner Selection process for the Grand Prize Winners to be held on 30 October 2025.

Specific Clauses

2. BURGER KING® in terms of its obligations under the Consumer Protection Act 68 of 2008 (as amended), draws special attention to clauses 10 to 23 below as they limit and exclude obligations, liabilities, and legal responsibilities that the Promoter and other persons or entities may otherwise have with respect to 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.



Competition Mechanics

3. The Terms are available for download on the BK® App, Website, or upon request from our Customer Care.
4. The Terms will prevail in the event of any conflict or inconsistency with any other communications sent to You by us, including Social Media posts, advertising, or promotional materials relating to the Competition. As far as the law allows, all warranties and representations in relation to the Competition which are not set out in the Terms (whether express, implied, or tacit) are hereby excluded.
5. Participation in this Competition constitutes your unequivocal acceptance and undertaking to be bound by the Terms. You further acknowledge and accept that your participation in this Competition is voluntary, and the use of any of the Game is at your own sole risk.
6. The Competition is only valid within South Africa, and it is open to all Participants as defined. Participants may participate in this Competition as many times as possible.
7. Participation:
 - 7.1 To participate in this Competition, You are required:
 - 7.1.1 to access the Game on the BK® App, play, and discover all 10 hidden SCOOPY-DOO! characters in the Game;
 - 7.1.2 upon completion of the Game, Participants are required to complete their first names, surnames, email addresses, and valid contact numbers, to be entered into the Competition; and
 - 7.1.3 stand a chance to win a Prize. A successful entry into the Competition does not guarantee that You will win a Prize
 - 7.2 Participants are to note that the fastest Game completion times on the leaderboard are likely to win Prize(s). A new leaderboard will be generated for each week of the Competition, featuring new Participants for the week in question.
8. Mechanics
 - 8.1 Winners Selection Process
 - 8.1.1 **Weekly Winners Selection:** The Weekly Winners Selection will be conducted on the dates outlined as above. The potential Top 3 and Weekly Prize Winners will be selected from the top 10 Participants on the leaderboard of the Game as at the time of the weekly Winners Selection date. The potential winners will be contacted directly via phone or email, within 24 hours of the Winners Selection date, by the Promoter and/or its agents, to perform the winner verification audit below.
 - 8.1.2 **Grand Prize Winner Selection:** The potential Grand Prize Winners will be selected from the overall best times on the leaderboard for the duration of the Competition. The potential Grand Prize Winners will be contacted directly via phone or email, within 24 hours of the Grand Prize Winner Selection process, by the Promoter and/or its agents, to perform the winner verification audit below.
 - 8.2 Winners Verification Audit
 - 8.2.1 To accept the Prize, the selected Participant will be required to participate in an audit verification process by **providing a valid Identity Document or Passport or any other official means of identification**. Once the required audit has been completed, confirmed, and verified, the selected Participant will be declared an official Prize Winner and will be contacted by the Promoter to complete, sign, and return a prize acceptance form (where applicable) to facilitate the allocation of the Prize.
 - 8.2.2 If the Promoter or its agent is unable to contact the selected Participant in order to inform him/her/they are the selected Participant after all reasonable efforts have been made; and/or if the selected Participant does not provide the Promoter with the required documentation timeously; the selected Participant shall be deemed to have rejected the Prize. In this event, the Promoter reserves the right to disqualify that selected Participant. If that selected Participant is disqualified, the Prize is automatically forfeited, and the disqualified Participant shall have no claim whatsoever against the Promoter in this regard. A new potential Prize Winner will be selected through a further Winner Selection process. The process will be repeated until an official Prize Winner is confirmed, successfully contacted by the Promotor, and the official Prize Winner has accepted the Prize in terms of clause 8.2.1.
 - 8.2.3 The Prizes will be electronically delivered to the official Prize Winners via e-mail, or any other medium the Promoter chooses.
 - 8.3 Prizes Redemption
 - 8.3.1 The Top 3 and Weekly Prizes winners must redeem the Prizes in-store at any of our Restaurants by no later than **31 December 2025**, failing which the Prizes that have not yet been redeemed shall automatically be forfeited.



- 8.3.2 The Grand Prizes are strictly subject to the terms and conditions for redeeming vouchers at TOY KINGDOM. The Grand Prize Winner agrees that the acceptance of the Grand Prize includes the acceptance of the terms and conditions of TOY KINGDOM.
- 8.3.3 The winners of the Prizes shall under no circumstances be entitled to demand the redemption of the Prizes after the abovementioned expiry dates.
- 8.3.4 No Participant may win more than 1 Prize during the Competition, and the second Prize (if any) will be automatically forfeited.

8.4 Media Handover

The Prizes winners may further be requested to participate in media or handover events organised by the Promoter to present the Prizes, and there shall be no payment due to the Prizes winners for participating herein. The Promoter reserves its right to use the contents of the media or handover events, on any platform and in perpetuity, without any usage fee becoming due to the winners of the Prizes. Should a Prize Winner wish to remain anonymous or not participate, the Prize Winner may at any time prior to the marketing event or media publication, notify the Promoter, and the Promoter will implement the necessary measures to protect the identity of the Prize winner. The acceptance of the Prize shall not be conditional upon the Prize Winner participating in the media or marketing material for the Promoter.

- 9. Participants may not alter, substitute, and/or customise the Prizes. The Prizes 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

- 10. All personal information supplied by the Participants due to this Competition shall be processed in accordance with the applicable data protection laws, and the Promoter's Legal and Privacy Notice available on the Website. You may voluntarily opt out of any marketing or advertising information we address to You.
- 11. The Promoter will not be responsible for any other expenses whatsoever that the Participants may incur as a result of their participation in this Competition, acceptance, redemption, and/or use of the Prizes, whether foreseen or unforeseen.
- 12. The Promoter reserves the right to disqualify or disallow any Participant if fraud or cheating is suspected.
- 13. The Promoter may ban any Participant or person found to be in breach of these Terms from entry into any other promotions and/or Competitions held by the Promoter or its agents.
- 14. All decisions pertaining to any aspects of the Competition are final and are made at the sole discretion of the Promoter. Neither the Promoter nor its agents will be held responsible or answerable to any Participant for any dispute arising from the Competition.
- 15. In the event of circumstances beyond the Promoter's control, the Promoter reserves the right to withdraw the Competition, without notice and with immediate effect, or to replace the Prize with a substitute prize of equal value.
- 16. The Promoter will not be held responsible for any delays in the delivery of the Prize due to circumstances beyond its reasonable control. The Promoter will notify the Prize Winners as soon as reasonably possible if the Prizes are affected and the estimated timeframe for the resolution of the uncontrollable circumstances.
- 17. The Competition and related terms may be amended at any time, with or without reasonable notification. Such amended Terms shall become effective immediately after they are published on the BK® App or Website.
- 18. By participating in this Competition, each Participant agrees to waive any rights that he/she/they may have to claim against the Promoter and the Promoter's agents from any direct or indirect and/or consequential losses, damage, damages, liabilities, expenses, cost orders or demand which may arise as a result of his/her/their participation in the Competition.
- 19. The obligations of the Promoter in connection with this Competition are deemed fulfilled when the Prizes are successfully transmitted electronically to the Prize Winners. There will be no liability whatsoever on the Promoter and/or its agents for the Participants' participation or the redemption of the Prize in this Competition with the relevant third party(ies) or any liabilities, accidents, losses, damages or injuries sustained by the Prize Winners due to the redemption of the Prizes.
- 20. The Promoter or its agents are not responsible for any errors, omissions, and/or technical failures of any nature whatsoever throughout this Competition, or the Participant's failure to access the Competition for any reason whatsoever.
- 21. If any provision of the Terms is found to be invalid or unenforceable by any court of competent jurisdiction or competent regulatory body, then that provision shall be severed from the Terms and shall not affect the validity or enforceability of any remaining provisions.
- 22. The Terms are severable and shall be governed by the laws of the Republic of South Africa.
- 23. If a Participant requires any help or has any enquiries relating to the Competition, You may contact BURGER KING® Customer Care for assistance.