



Pedros®
FLAME GRILLED CHICKEN



031 569 1029



52 Kubu Ave, Riverhorse Valley
Business Estate, Newlands East, 4037



www.pedroschicken.co.za



TERMS AND CONDITIONS OF CUSTOMER SURVEY PARTICIPATION

INTRODUCTION

This document sets out the terms and conditions ("Terms") governing your participation in the customer survey ("Survey") conducted by PEDROS Flame Grilled Chicken ("PEDROS"). By participating in the Survey, you agree to comply with these Terms and all applicable laws of the Republic of South Africa.

1. ELIGIBILITY TO PARTICIPATE

1.1. Participation in the Survey is entirely voluntary.

1.2. The Survey is open to legal residents of South Africa who are 18 years or older, excluding employees, directors, agents, contractors, or consultants of PEDROS, its subsidiaries, Franchise Partners, suppliers, service providers or affiliated companies, and their immediate family members.

1.3. Participants warrant that all information provided in the Survey is true, accurate, and complete.

2. DURATION OF THE SURVEY

2.1. The Survey will commence on [insert start date] and conclude on [insert end date] ("Survey Period").

2.2. PEDROS reserves the right, in its sole discretion, to extend, shorten, or terminate the Survey Period at any time, subject to compliance with section 36(2) of the Consumer Protection Act, 2008 ("CPA"), which requires notice to participants where a contest or promotional period is varied.

3. COLLECTION AND USE OF PERSONAL INFORMATION

3.1. Surveys may be conducted in-store or online and may collect your mobile number, and responses to survey questions.

3.2. By participating in the Survey, you consent to the collection, use, and processing of your personal information in accordance with the Protection of Personal Information Act, 2013 ("POPIA") and these Terms.

3.3. Your personal information will be processed for the following purposes:

- a) To analyse your feedback and improve PEDROS products, services, and customer experience;
- b) For market research and internal reporting purposes; and
- c) **If you provide explicit consent, to send you marketing, promotional, and informational messages via SMS or other electronic means.**

3.4. PEDROS will not share your personal information with third parties, except as required by law or to authorized service providers (such as SMS gateway operators) acting on behalf of PEDROS, who are contractually bound to protect your information.

3.5. You have the right, in terms of sections 23 and 24 of POPIA, to request access to, correction of, or deletion of your personal information.

3.6. You may withdraw your consent to receive marketing messages at any time by following the opt-out instructions in each SMS or by contacting PEDROS at [insert contact email].





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3.7. PEDROS will retain your personal information only for as long as is necessary to fulfil the purposes stated above or as required by law, after which the data will be securely deleted or anonymized.

3.8. You have the right, in terms of sections 23 and 24 of POPIA, to request access to your personal information, correct any inaccuracies, or request the deletion of your data.

4. CONSENT TO RECEIVE MARKETING COMMUNICATIONS

4.1. By voluntarily providing your mobile number, you consent to PEDROS sending you marketing, promotional, and informational messages via SMS, WhatsApp, or other electronic communication channels.

4.2. This consent is given freely and specifically for direct marketing purposes as contemplated under Section 69 of the Protection of Personal Information Act, 2013 ("POPIA").

4.3. You may withdraw this consent at any time by following the opt-out link provided in each message or by contacting PEDROS at [insert email or number].

4.4. Withdrawing your consent will not affect the lawfulness of processing carried out prior to such withdrawal.

5. WITHDRAWAL FROM SURVEY

Participants have the right to withdraw from the Survey at any time. Since the Survey is anonymous, it is not possible to withdraw specific responses once submitted.

6. DATA PROTECTION, SECURITY AND RETENTION

6.1. Although this Survey is anonymous, PEDROS undertakes to process all information gathered in a lawful and reasonable manner, as required under section 4 of POPIA.

6.2. Appropriate technical and organizational measures will be implemented to protect any data from unauthorized access, loss, or damage, in compliance with section 19 of POPIA, which prescribes security safeguards for the protection of personal information.

6.3. The collected data will be securely stored for the duration of the survey and shall be irreversibly disposed upon completion thereof. Disposal methods may include, but are not limited to, data deletion, data anonymization, or physical destruction of storage media, in accordance with industry standards and applicable data protection regulations.

7. CONSENT TO PROCESSING AND USE OF FEEDBACK

7.1. By participating in the Survey, you grant PEDROS the right to use your feedback for internal purposes, including but not limited to product and service improvements, market research, and customer experience analysis.

7.2. You agree that PEDROS may anonymize and aggregate your feedback for statistical and reporting purposes, ensuring that it does not contain personally identifiable information, as prescribed under section 13 of POPIA, which allows for further processing of information if the purpose is compatible with the original collection purpose.





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8. OPT-OUT AND CONTACT DETAILS

8.1. You have the right to object to or withdraw consent for receiving marketing messages at any time.

8.2. To unsubscribe, reply "STOP" to any SMS received from PEDROS or email [insert address].

8.3. PEDROS will comply with any opt-out request within a reasonable period, as required under Section 69(3) of POPIA.

9. INTELLECTUAL PROPERTY

9.1. All content, data, materials, and intellectual property related to the Survey, including but not limited to the Survey design, questions, and results, are owned by PEDROS.

9.2. No participant may copy, reproduce, distribute, or otherwise use the intellectual property without the prior written consent of PEDROS.

10. LIMITATION OF LIABILITY

10.1. PEDROS will not be liable for any loss or damage, whether direct, indirect, consequential, or otherwise, arising from participation in the Survey, except where such liability cannot be excluded by law, in line with section 51 of the CPA.

10.2. Participants acknowledge that any technical issues, data losses, or disruptions affecting their ability to complete the Survey are beyond the control of PEDROS, and no claims for compensation will be entertained.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. These Terms and Conditions are governed by the laws of the Republic of South Africa.

11.2. Any disputes arising from the Survey, or these Terms shall be resolved in accordance with the laws of South Africa, and participants consent to the exclusive jurisdiction of South African courts.

11.3. Participants may lodge any complaints regarding the Survey or the conduct of PEDROS with the National Consumer Commission, in line with sections 69 and 70 of the CPA.

12. MODIFICATIONS TO TERMS AND CONDITIONS

12.1. PEDROS reserves the right to amend or modify these Terms at any time.

12.2. Any such amendments will be communicated via the PEDROS website or other appropriate channels, and continued participation in the Survey after such amendments have been made constitutes acceptance of the amended Terms.

13. CONTACT INFORMATION

For any inquiries regarding these Terms and Conditions, please contact Jeremy Atkins (Pedros Digital Manager) at: 074 188 7090.

