



These Terms and Conditions ("Terms") govern the Site Finders Program ("Program") offered by KFC (Pty) Ltd ("Company," "we," "us," or "our"), a quick-service restaurant (QSR) business seeking to identify viable locations for new restaurant outlets in South Africa.

The Program encourages individuals or entities to submit detailed recommendations for undeveloped or underutilized sites in South Africa that are suitable for establishing new KFC QSR outlets. The Program is designed to identify strategic "white spaces" for expansion and is not a guarantee of site selection or payment.

This Program shall commence on 12 May 2025 and end on 30 December 2025

Participation in the Program does not create an employment relationship, franchise opportunity or any ongoing obligation beyond the one-time site finder's fee.

By participating in the Program, you ("Participant," "you," or "your") agree to be bound by these Terms. The Program invites Participants to recommend potential sites for new QSR outlets and offers a one-time Site Finder's Fee for recommendations that lead to a successfully opened restaurant, subject to these Terms.

Eligibility

To participate in the Program, you must meet the following criteria:

Be at least 18 years of age.

A citizen of the Republic of South Africa.

Not be an employee, contractor, officer, director, or immediate family member (spouse, parent, sibling, or child) of the Company, its affiliates, or any related entities.

Have the legal capacity to enter into a binding agreement under South African law.

Not be prohibited by any law, regulation, or other obligation from participating in the Program.

Participation in the Program does not create an employment relationship, franchise opportunity or any ongoing obligation beyond the one-time site finder's fee.



Submission Requirements

To participate, you must submit a site recommendation ("submission") that includes, at a minimum:

Your name and contact details;

Site Location: A precise address, GPS coordinates and detailed description (e.g., intersection, landmarks) of the proposed site.

Site Characteristics:

Zoning and land use status (e.g., commercial, residential,).

Ownership status of site.

Site type (fuel station, shopping centre, residential, vacant erf).

Supporting Materials (optional but encouraged):

Photographs or videos of the site (taken with permission if on private property).

Maps or sketches highlighting the site's features.

Submissions must be sent e-mail to ZA-KFCContact@yum.com or uploaded via the Microsoft Forms link provided by the Company.

Incomplete or unclear submissions may be rejected at the Company's discretion.

Submission Guidelines

submissions must be based on your own observations, research, or publicly available information. You must not submit sites you learned about through confidential or proprietary means.

You must have the legal right to share all information in the submission.

All information provided must be accurate and truthful to the best of your knowledge. Misleading or fraudulent submissions will result in disqualification.

submissions must be clear, organized, and in a format specified by the Company (e.g., PDF, Word, or online form).

You may submit recommendations for multiple sites, but each site must be submitted separately. Duplicate submissions for the same site will be consolidated as a single entry based on the earliest submission timestamp.



Submitting a site does not obligate the Company to act exclusively on your submission.

The Company may reject any submission that is incomplete, irrelevant, or does not align with the Company's strategic goals, or for any other reason whatsoever as determined by the Company in its absolute and sole discretion.

Site Finder's Fee

A one-time Site Finder's Fee of R60 000 – 00 (sixty thousand Rand) will be paid upon the successful submission and identification of a site which results in a new KFC outlet opening. Such payment shall be payable in South African Rand as a one-time payment, subject to applicable taxes, withholdings, or banking fees.

Payment shall be made as follows:

50% (fifty percent) upon signature of a Letter of Intent in respect of the site;

25% (twenty five percent) upon signature of an Agreement of Lease;

25% (twenty five percent) upon the successful opening of the outlet.

Payment will be made within 60 days of the new outlet's official opening date, provided the Participant has completed all required documentation.

Payment will be made via electronic funds transfer (EFT) to a South African bank account designated by the Participant.

The Participant is responsible for any costs associated with receiving the payment (e.g., bank fees).

The Participant is solely responsible for any tax obligations arising from the Fee.

Limits:

Only one Fee will be paid per site will be payable, regardless of the number of submissions or Participants recommending the same site.

There is no limit to the number of sites a Participant may recommend or the number of Fees a Participant may earn for different sites, provided all conditions are met.

The Company's determination of eligibility for the Fee, including the first-to-submit status and site originality, is final and binding.

Participation in the Program does not create an employment, agency, partnership, franchise or contractor relationship between the Participant and the Company.



Participation in the Program does not create any employment, agency, partnership, or contractor relationship between the Participant and the Company.

Participants are not authorized to act on behalf of the Company, negotiate leases, or represent the Company in any capacity.

By submitting a site recommendation, you grant the Company a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide license to use, evaluate, modify, and act on the submission for purposes related to site selection, restaurant development, or other business activities.

The Company is not obligated to use, pursue, or act on any submission. The Company may independently identify or receive similar site recommendations from other sources without liability to you.

The Company may reject a submission for any reason, including zoning restrictions, environmental issues, financial infeasibility, or strategic misalignment.

The Company is not obligated to disclose the reasons for rejecting a submission or pursuing a recommended site.

Participants are solely responsible for ensuring their submissions comply with all applicable laws and third-party agreements.

The site finder's fee is the sole compensation for a successful submission. Participants bear all costs associated with researching, preparing, and submitting recommendations.

The Company is not liable for any financial losses incurred by Participants, including lost opportunities or expenses related to the Program.

Site development may take several years due to permitting, construction, or other delays. The Company is not liable for delays that affect Fee eligibility or payment timing.

If a site does not become operational within 24 months, no Fee will be paid, even if the Company pursues the site later.

The Company, its affiliates, and their respective officers, directors, and employees are not liable for any direct, indirect, incidental, consequential, or punitive damages arising from your participation in the Program, including but not limited to Losses due to rejected or unused submissions, Technical failures affecting submission delivery or Program administration, Disputes with third parties related to the submission or site.



The Company is not responsible for lost, late, misdirected, or corrupted submissions due to technical, human, or other errors.

The Company may terminate or suspend the Program at any time, with or without notice, for any reason. If terminated, the Company will honour eligible submissions received before the termination date, subject to these Terms.

These Terms are governed by the laws of South Africa.

The Company is not liable for failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, government actions, labour strikes, or widespread technical failures.

These Terms constitute the entire agreement between you and the Company regarding the Program, superseding any prior agreements or understandings.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

You may not assign your rights or obligations under these Terms without the Company's prior written consent. The Company may assign its rights or obligations at its discretion.

The Company's failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision.

For information on how we collect, use, store, and protect your personal data, please refer to our Privacy Policy available at [Privacy Policy](#).

All notices under these Terms must be in writing and sent to care of Chief Development Officer: Building G, Knightsbridge, 33 Sloane Street, Bryanston, 219. Notices to Participants will be sent to the contact information provided in the submission.

By participating in the Program, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. You further acknowledge that participation is voluntary, does not create an employment relationship, and that the Site Finder's Fee, if awarded, is a one-time payment with no further obligations.

