## **TERMS & CONDITIONS - Kuwait**

\*Terms & Conditions Apply. For detailed Terms & Conditions, login to www.amazingkreationsme.kelloggs.com.

START	END
April 20 <sup>th</sup> , 2023	May 30 <sup>th</sup> , 2023

These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the terms and conditions and by entering this promotion all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

Kellogg Marketing and Sales Company (UK) Limited – Dubai Branch, Unit 901, Mashreq Bank HQ Building, Umniyati Street PO Box 37328, Dubai – UAE

(To be referred as "Kellogg Middle East").

## Agreement:

1. By participating in the Kellogg's Amazing Kreations 2.0 Promotion (the "**Promotion**") you agree to be bound by these Terms and Conditions (the "**Terms**"). Promotion is only valid in participating countries (hereby referred to as 'participating countries' or 'countries') i.e. UAE, KSA, Kuwait, Oman, Bahrain, Qatar.

## **Eligibility:**

- 2. In order to be eligible to participate in this Promotion, you must be aged 18 or over and a legal resident or citizen situated in one of the participating countries.
- 3. This promotion is not open to employees, representatives, agents or their immediate family members and friends of Kellogg Middle East (the "Promoter"), promotional fulfillment agency, partners, their parent companies, subsidiaries, affiliates, reward suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation of the promotion.
- 4. Purchase of a participating Kellogg's pack and access to a mobile, or computer, with internet access are required. This is an online promotion only, there is no postal or telephone application route.
- 5. Only entries via the official website and entry form will be accepted.
- 6. Main Promotion Period: The promotion is open from April 20<sup>th</sup>, 2023 until May 30<sup>th</sup>, 2023. Entries can be made between 00:01 and 23:59 GST each day during the Promotion Period.
- 7. To enter, Kuwait entrants must:
  - i. Purchase a participating Kellogg's pack in-store.

- ii. Visit <u>www.amazingkreationsme.kelloggs.com</u> (the '**Website**') or scan the QR code sticker affixed on-pack.
- iii. Enter all details requested, ensuring country of residence is selected in the drop down box.
- iv. Upload receipt as your proof of purchase.
- v. Entrants will be instantly informed that they have been entered into a prize draw to win a Kitchen Appliance Bundle. All entrants will also be given the opportunity to claim their free digital gift (herewith mentioned as "Digital Gifts, consisting of Amazing Kreations 2.0 recipes as part of a downloadable PDF).
- 8. Entrants are advised to take care when entering their contact details (including first and surname, email address, postal address and phone number) on the website. The Promoter is not responsible for mistypes and incorrect information that has been entered by entrants. Only correct entries that have followed the instructions will be accepted. Uppercase and lowercase letters will both be accepted. For the avoidance of doubt, spelling mistakes will be disqualified.
- 9. Entrants are limited to 5 entries per hour for the duration of the promotional period. Any additional entries will be invalid and participant's IP address will be blocked for a period of 1 hour from the time of the last entry.

## **Participating Products:**

- 10. The following participating Kellogg's products (the "Participating Products") are available at selective participating outlets in the participating countries:
  - i. The purchase of any Kellogg's product is eligible for this promotion.

# Prizes:

11. The following prizes are available to be won:

# MAIN PRIZES: Kitchen Appliance Bundle.

There are a total of 8x Kitchen Appliance Bundles to be won in Kuwait.

Winners of the Kitchen Appliance Bundle will be selected through an independent prize draw conducted at the end of the promotional period. An entrant can only win 1x Kitchen Appliance Bundle.

# Digital gifts in the form of downloadable PDF Amazing Kreations 2.0 recipes:

All entrants will be notified immediately via the website on their Digital Gifts. Digital Gifts will be emailed directly to the registered email address. There are no limits on the Digital Gifts awarded.

## 12. Further Prize Details:

12.1. The Kitchen Appliance Bundle prize consists of:

- o One (1) unit of a 4.8L Tilt-Head Stand Kitchen Mixer.
- One (1) unit of a Blender.
- o One (1) unit of a Family Baking Set.
- One (1) unit of a Digital Kitchen Scale.
- 12.2. Digital Gifts in the form of downloadable PDFs from Kellogg's. Downloadable PDFs will be available to download via the microsite and also shared with entrants via email.
- 13. An entrant can only win 1x Kitchen Appliance Bundle.
- 14. Prizes are awarded randomly and cannot be changed.
- 15. No cash or other alternative prizes are available in whole or in part, except that in the event of circumstances outside of its control, the Promoter reserves the right to substitute a similar prize of equal value at the Promoter's discretion.
- 16. The prizes in whole, or in part, are non-transferable.

## **Winner Selection and Notification:**

- 17. All entrants will be rewarded with a downloadable PDF and informed instantly of their entry into the prize draw to win a Kitchen Appliance Bundle once they have completed the microsite journey for their particular market.
- 18. The random prize draw for the Kitchen Appliance Bundle will be performed by a local government authority at the end of the competition.
- 19. Winning Entrants will be contacted by email or phone call within 30 calendar days of the draw.
- 20. Winning Entrants have 40 working days from first contact to respond with personal details for prize fulfilment. Failure to respond in this way may result in the entrant being disqualified and the prize awarded to a reserve entrant selected in the same manner.
- 21. It is the responsibility of the Winning Entrants to supply the correct personal information to claim the prize. The Promoter will not be liable for the non-delivery of the prize caused by the provision of wrong information.
- 22. Any relevant taxes that are required to be paid in order to claim the prize is the responsibility of the Winning Entrants.
- 23. Winning Entrants may be required to take part in publicity with no recompense as required by the Promoter. By participating in the Promotion, you agree to the use of your personal data for announcement on the Promoter's social media channels and communication related to the promotion.
- 24. Winning Entrants must allow up to 90 days for delivery of prizes. In the unlikely event that a Prize doesn't arrive within 90 days of accepting the Prize, the Winning Entrants will have a further 28 days to inform the Promoter by visiting the Contact Us page on Kellogg's.com. In the event that a Winning Entrant does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.

- 25. Prizes that are undelivered or returned to sender will be deemed unwanted and the prize will be forfeited. The prize will not be re-allocated.
- 26. The Winning Entrants agree to allow the Promoter to use their surname and country of residence to announce the winners of the Promotion. The Winning Entrants may object to their surname and country of residence being published or request the amount of information being published to be reduced by contacting <a href="www.amazingkreationsme.kelloggs.com">www.amazingkreationsme.kelloggs.com</a>. Provided no objection has been received, the surname and country of the Winning Entrants will be made available by contacting <a href="www.amazingkreationsme.kelloggs.com">www.amazingkreationsme.kelloggs.com</a> one month after the close of the Promotion, for a period of 4 weeks.
- 27. No responsibility can be taken for entries or claims which are misdirected, lost, delayed, damaged or corrupted during delivery to or from the Promoter due to any computer malfunction, virus, bug, delay or other reason whatsoever. The Promoter is not responsible for any incorrect or inaccurate information supplied to the Promoter by a Winning Entrant in their application.
- 28. To the fullest extent permissible by law, the Promoter, nor their respective parent, affiliated companies, or subsidiaries, shall be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the promotion or use of any prize.
- 29. There are no other prize alternatives available in whole or in part. No cash alternative is available unless otherwise agreed with the Promoter. If the stated prizes are no longer available due to circumstances outside of the Promoter's control, the Promoter reserves the right to substitute for an alternative prize of equal value. Unless otherwise agreed in writing by the Promoter, the prizes will only be awarded directly to the Winning Entrants.

## **General:**

- 30. The Promoter is not responsible for the acts or default of government authorities, but will endeavour to resolve any issues that may arise.
- 31. If, for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion modify or suspend the competition or invalidate any affected entries. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- 32. The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details, including proof of age (which they must provide within 7 calendar days) and to refuse to award a prize or withdraw prize entitlement, and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotion's entry requirements or otherwise, where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means or where there has been a failure by an entrant to observe the terms governing the spirit of this

promotion.

- 33. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 34. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- 35. The Promoter's decision is final with regard to all promotional matters. By participating in the offer, you accept these terms & conditions and are bound by all the rules in full.
- 36. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion or the awarding of prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavor to minimize the effect to entrants in order to avoid undue disappointment.
- 37. The promotion is governed by law of the participating countries and is subject to exclusive jurisdiction of the country's courts.

#### **Data Protection**

38. The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose, unless we have your consent. Your personal details will at all times be kept confidential and in accordance with current data protection legislation.