

## **ASDA Exclusive 'Win a signed shirt from Micah Richards every day'**

1. 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 participating, all entrants will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.
2. The Promoter is Kellogg Marketing and Sales Company (UK) Limited (03237431) ('the promoter') and the registered address is Orange Tower Media City UK, Salford, Greater Manchester, M50 2HF.
3. The Data Controller is Kellogg Marketing & Sales Company (UK) Limited (03237431) and the registered address is Orange Tower Media City UK. The Data Processor is PromoVeritas Ltd (company number 04437132) and the registered address is 2 Abbey Road, London, NW10 7BW.
4. The Third Party Prize Fulfilment Agency is Cloud Nine Incentives Ltd, The Station, 7 High Street, Olney, Bucks, MK46 4EB.
5. Employees of Kellogg Marketing and Sales Company (UK) Limited (03237431) or their family members its subsidiaries, other group companies, its agents or anyone else connected in any way with the prize draw or helping to set up the prize draw shall not be permitted to enter the prize draw.
6. Entrants must be aged 18 or over. Open to GB residents only.
7. Purchase necessary.
8. Purchase of the following participating products is required for entry: Any 160g, 165g or 180g Pringles can.
9. The promotion is open from 00:01 on 20.06.2024 and closes at 23:59 on 17.07.2024 (the 'promotional period'). Any entries received outside this period will not be accepted.
10. To enter daily prize draws: purchase any 160g, 165g or 185g can from ASDA instore or online and text PRINGLES followed by a space then your full name to 78866 during the promotional period and retain your receipt. Winners will be drawn at random from all valid entries received each day between 00:00 – 23:59 by an independent adjudicator.
11. Text messages will be charged at your standard network rate (they may not be included within any free text package). Please check with the bill payer before sending a text entry. Entrants are advised to take care when submitting an entry; the Promoter is not responsible for mistypes and incorrect texts may still be charged. Only correctly submitted entries will be accepted. For the avoidance of doubt, text entries featuring spelling mistakes will be disqualified. Capital or lowercase letters will both be accepted. Entries received after the closing date will not be

entered but may still be charged. Proof of sending will not be accepted as proof of delivery. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.

12. One entry permitted per person, per day.
13. Entries (bulk or otherwise) made from trade, syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that an entrant is reposting the same content multiple times or using multiple handsets, multiple identities or a computer(s) to circumvent this or any other condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified, and any prize award will be void.
14. There are 28x prizes available to be won in total, 1x per day via random daily draws detailed as follows:
  - i. 28x Winners of either 1x Manchester City Home 2024/25 shirt or 1x England Home or 1x England Away shirt (chosen by the winners), signed by Micah Richards. Shirt will be delivered to the nominated address of winners in a gift box. 28x Manchester City Home 2024/25 shirts, 18x England Home 2024/25 shirts and 10x England Away 2024/25 shirts available in total subject to availability. For the avoidance of doubt, winners have the choice of one prize only.
15. No cash or other alternative prize will be provided, except that in the event of circumstances outside of its control, the Promoter reserves the right to substitute a similar prize of equal or greater value.
16. One prize permitted per person.
17. The 28x prize winners will be drawn at random by an independent adjudicator from all the valid entries received each day between 00:00 – 23:59 and verified by the promoter. A winner will be redrawn if they have won previously.
18. A winner will be randomly drawn by 15:00 each day from the entries received the day before between 00:00 and 23:59 and contacted within 5 days of being drawn via SMS using the mobile number used to enter the promotion. The prizes must be claimed within 14 days of first notification. To claim, winners must reply to the e-mail address provided within the SMS providing their full name, email address, mobile number (must be the same as the number used for entry) and provide valid proof of identity (passport, driving licence or equivalent) to acknowledge their prize and confirm the details to be provided to the third party prize fulfilment agency. County of residence will be requested for the purpose of the winners list if no objection is received.

19. All reasonable effort will be made to contact winners using the mobile number used to enter the promotion, however, if their prize is not claimed within 14 days of first notification or a winner is ineligible or rejects their prize, the Promoter reserves the right to draw an alternative winner (using the same mechanism as for the original winner) and the original winner will forfeit any rights to a prize. The process will repeat until an eligible winner is able to claim their prize, for a period of 3 months after the closing date, after which all remaining prizes will be null and void. It is the responsibility of the entrant to ensure that they respond to the winner notification SMS by providing the details requested to the email address provided. Entrants are encouraged to monitor their connections during this time in case they are a winner.
20. Once details requested have been provided and validated, they will then be contacted by the third party prize fulfilment agency within 7 days of providing the above details and being confirmed as a valid winner and the completion of the verification process to arrange prize fulfilment and preferred delivery address details.
21. The 28x prizes will be supplied via courier by the third party prize fulfilment agency. To receive their prize, the winners will be asked to confirm their preferred shirt choice (Manchester City Home 2024/25 or England Home or England Away 2024/25) within 7 days from the date of request.
22. The prizes may be redeemed by the winners only and are not transferable and cannot be swapped for another prize.
23. Once the winners have successfully confirmed all details for prize, their prize will be fulfilled within 28 days of receipt of all prize preference and delivery details. If a prize winner does not receive their prize within the 28 days specified, please contact the third party prize fulfilment agency.
24. It is the responsibility of the winners to provide their correct, up-to-date details when confirming acceptance of their prize in order for the prize claim to be processed. The Promoter cannot be held responsible for a winner failing to supply accurate information which affects prize acceptance or delivery of their prize.
25. The decision of the Promoter is final. No correspondence will be entered in to.
26. Under no circumstances will the Promoter be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expenses arising from or in any way connected with the promotion or prizes 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.
27. The winners' surnames and counties of residence will be available for 3 months after the closing date by emailing [info@uponcloudnine.co.uk](mailto:info@uponcloudnine.co.uk). We reserve the right to refuse such requests. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting

[info@uponcloudnine.co.uk](mailto:info@uponcloudnine.co.uk). We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.

28. Winners may be requested to enter into publicity as a result of the promotion.
29. The Promoter reserves the right to verify all entries including but not limited to asking for proof of purchase, address and ID (passport, driving licence or equivalent). The Promoter reserves the right to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the entrant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, the spirit of the promotion, any instructions forming part of this promotion's entry requirements or otherwise where an entrant has gained unfair advantage in participating or won using fraudulent means.
30. 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, traffic congestion, 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 promotion, the Promoter may in its sole discretion cancel, modify or suspend the promotion 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 (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoter will not be liable for any failure to perform or delay in performing its obligation but will always endeavour to minimise the effect to entrants in order to avoid undue disappointment.
31. The Promoter has no control over internet or communication networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control including, but not limited to, user error and any network, computer, hardware or software failures of any kind which may restrict, delay or prevent an entrant's entry to the promotion.
32. We are committed to protecting your privacy. Kellogg Marketing and Sales Company (UK) Limited is the controller of your personal data will only process your information for the following purposes: (1) To administer this promotion in line with the terms and conditions, and (2) to contact you in relation to future promotions and for marketing purposes if permission has been granted. We will only use the personal data of entrants on the basis of consent. For further questions on how we use your data, please see our Privacy Policy below. You can also contact us at [DataPrivacyOfficer@kellogg.com](mailto:DataPrivacyOfficer@kellogg.com). Any information collected regarding entrants into this Promotion will be treated in confidence in accordance with current Data Protection legislation and the Promoter's Privacy Policy that can be found at: [www.pringles.com/uk/privacy-policy.html](http://www.pringles.com/uk/privacy-policy.html). Data will be stored for 3 months after the close of the promotion before deletion. You can request access to your personal data, or have any

inaccuracies rectified, by sending an email to [pringlesasdafootball@promowinners.com](mailto:pringlesasdafootball@promowinners.com). By participating in the promotion, you agree to the use of your personal data as described here.

33. 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.
  
34. These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) are governed by English law and entrants submit to the exclusive jurisdiction of the courts of England and Wales unless you live in Scotland, in which case your local courts will have jurisdiction.