

Bestway Pringles Gaming 2023 Activation

National Wholesale Incentive

Bestway Short Terms & Conditions

Business owners and employees of registered customers of Bestway Wholesale Limited and Bestway Northern Limited ('Bestway') only. GB only. Entrants must be 18+. Open from 00:01 27.03.2023 to 23.59 21.04.2023. Purchase required. To enter prize draw: Purchase a case of any of the qualifying Pringles products (any case size), listed in the full terms and conditions from a Bestway Wholesale depot in-store and text GAMING2 followed by a space and your full name to 88008. Winners will be drawn at random from all valid entries received during the promotional period stated by an independent adjudicator. There are 10x £500 cash prizes to be won, awarded via BACS payment to winner. Max 1 entry and prize per person. Retain receipt. Exclusions apply. By texting, you consent to processing of your personal data. For full terms and conditions and information on how your personal data will be compliantly handled visit www.Pringles.com/uk/tsandcs.html.

Promoter: Kellogg Marketing and Sales Company (UK) Limited

Long Terms & Conditions

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 promotion is only open to business owners and employees of trading businesses or sole traders who are registered customers of Bestway Wholesale Ltd, ('Bestway') and is not open to members of the public.
3. 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.
4. 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.
5. The Third Party Prize Fulfilment Agency is Cloud Nine Incentives Ltd, The Station, 7 High Street, Olney, Bucks, MK46 4EB.

6. Employees of Bestway Whole Sale Ltd 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.
7. Employees must obtain their employer's permission to take part. Any personal/business tax liability arising from taking part in the promotion will be the responsibility of the entrant.
8. Entrants must be aged 18 or over. Open to GB residents only.
9. Purchase required.
10. The promotion is open from 00:00 on 27.03.2023 and closes at 23:59 on 21.04.2023 (the 'Promotional Period'). Any entries received outside this period will not be accepted.
11. To enter the prize draw: business owners and employees of trading businesses or sole traders who are registered Bestway customers must purchase 1x case of any of the qualifying Pringles products (165g) (as defined in Clause 13 below), from a Bestway Wholesale depot in-store and text GAMING2 followed by a space and your full name to 88008 during the Promotional Period. Winners will be drawn at random from all valid entries received, during the Promotional Period stated, by an independent adjudicator. Retain receipt for validation purposes showing date of purchase during the promotional period and prior to date of entry.
12. One entry permitted per person.
13. Purchase must be a case of Pringles products (price marked 165g cans) to be valid for entry. The 'Qualifying Products' are listed below (subject to availability and whilst stocks last):

Bestway SKU Code	Kellogg SKU Code	Product Description
770080 7016852001	PRINGLES BBQ 165G	£2.49 PMP
770091 7016931001	PRINGLES CHEESE & ONION 165G	£2.49 PMP
770101 7016846001	PRINGLES ORIGINAL 165G	£2.49 PMP
770078 7016933001	PRINGLES PRAWN COCKTAIL 165G	£2.49 PMP
770056 7016855001	PRINGLES SALT & VINEGAR 165G	£2.49 PMP
770067 7016849001	PRINGLES SOUR CREAM & ONION 165G	£2.49 PMP

14. Entries (bulk or otherwise) made from syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that a participant has entered multiple times or using 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.

15. There are 10x prizes to be won in total, their value is detailed as follows:

i) 10x Winners of a £500 cash prize paid via BACS transfer.

16. The 10x prize winners will be drawn at random by an independent adjudicator from all the valid entries received and verified by the promoter.

17. Winners will drawn by 26.04.2023 and contacted by 28.04.2023 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 receipt, name, email address, mobile number (must be the same as the number used for entry) to acknowledge their prize and confirm permission for their details to be provided to the third party prize fulfilment agency. Once permission has been authorised by the winners and the details requested have been provided, they will then be contacted by the third party prize fulfilment agency within 7 days of their prize acknowledgement to arrange prize fulfilment and obtain UK bank account details and postcode. The information provided will be used in conjunction with the privacy policy at <https://www.uponcloudnine.co.uk/privacy.html>. All reasonable effort will be made to contact winners using the telephone number they provided, however, if their prize is not claimed within 14 working 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 the prize, for a period of 3 months after the closing date, after which 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.

18. The prizes may be redeemed by the winners only and are not transferable and cannot be swapped for another prize.

19. No alternative prize will be provided in whole or in part except in the event of circumstances outside its control, the Promoter reserves the right to provide an alternative prize of equal or greater value.

20. The 10 x £500 Cash prizes will be supplied via BACS transfer by the third party prize fulfilment agency via a secure process – UK bank account required for transfer. To receive their cash prize, the winners will be asked to provide their bank details for the BACS transfer of the £500 cash prize within 7 days from the date of request. The name on the UK bank account will be confirmed to ensure that it matches the name of the prize winner. The winners will be asked to input their bank details into a password protected form and share with the third party prize fulfilment agency over email.
21. Entrants must have a UK bank account to receive their cash prize. The bank details will be stored in a secure location and will only be used for the purpose of the promotion. Bank details will be deleted 3 months from the date of the bank details being supplied.
22. Once the winners have successfully confirmed all details for prize fulfilment and the completion of any verification process, their cash will be fulfilled within 28 days of receipt of valid UK bank details. If a prize winner does not receive their BACS payment for their cash prize, within the 28 days specified, please contact the third party prize fulfilment agency within the next 7 days after day 28.
23. 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.
24. The decision of the Promoter is final. No correspondence will be entered in to.
25. 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 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.
26. The winners' surnames and counties of residence will be available 3 months after the closing date by emailing pringles@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 pringles@uponcloudnine.co.uk. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
27. Winners may be requested to enter into publicity as a result of the promotion.

28. The Promoter reserves the right to verify all entries including but not limited to asking for proof of purchase 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 participant 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 a participant has gained unfair advantage in participating or won using fraudulent means.

29. 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, 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 participants in order to avoid undue disappointment.

30. 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 a participant's entry to the promotion.

31. By entering this promotion, entrants agrees that the Data Controller, Data Processor and Third Party Prize Fulfilment agency acting on their behalf may process and share between themselves the personal data of the entrant (such as name, address, email address, telephone numbers) solely for the purpose of running and administering this promotion including contacting you in relation to the draw and fulfilling your prize (if you are a winner). Personal data will be processed in accordance with current Data Protection legislation and as set out in Pringles privacy policy at www.pringles.com/uk/privacy-policy.html, PromoVeritas's privacy policy at www.promoveritas.com/privacy-policy/ and Cloud Nine's privacy policy at www.uponcloudnine.co.uk/privacy.html. Personal data will not be transferred outside the EU or the UK and will not be disclosed to a third party without the entrant's prior consent. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to pringles@uponcloudnine.co.uk, info@promoveritas.com and info@uponcloudnine.co.uk. By participating in the promotion, you agree to the use of your personal data as described here.

32. 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.

33. 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.