**Food Service TTW Activation**

**V1: 31.07.2023**

**Short Terms & Conditions - Bidfood**

Business owners and employees of registered customers of BFS Group Ltd (‘Bidfood’) only. GB only. Entrants must be 18+. Open from 00:01 01.09.23 to 23:59 30.11.23. Purchase required. To enter prize draw: Purchase 4 x cases of any qualifying 40g Pringles, products listed in the full terms and conditions, from Bidfood in-store and text PRINGLESMOV1 followed by a space and your full name to 82727. Winners will be drawn at random from all valid entries received during the promotional period stated by an independent adjudicator. There are 5 x £1,000 cash prizes to be won, awarded via BACS payment to winners. In addition, Kellogg’s will also donate £1,000 to the Movember charity on behalf of each winner. Max 1 entry per person. Retain receipt. Exclusions apply. By texting, you consent to the processing of your personal data. Standard network rates apply. Please seek billpayer's permission. For exclusions, full terms and conditions and information on how your personal data will be compliantly handled visit <https://www.pringles.com/uk/tsandcs.html>.

Kellogg Marketing and Sales Company (UK) Limitedwill donate £5,000 to Movember Europe Charity Reg No 1137948 as a result of this promotion.

**Promoter:** Kellogg Marketing and Sales Company (UK) Limited

**Food Service TTW Activation**

**V1: 31.07.2023**

**Long Terms & Conditions - Bidfood**

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 or employees of registered customers of BFS Group Ltd (‘Bidfood’) 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 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.
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. Entries are open to business owners and employees of trading businesses or sole traders who are registered customers of Bidfood.

1. Entrants must be aged 18 or over. Open to GB residents only.
2. Purchase required.
3. The promotion is open from 00:01 on 01.09.2023 and closes at 23:59 on 30.11.2023 (the ‘promotional period’). Any entries received outside this period will not be accepted.
4. To enter prize draw: business owners or employees of registered customers must purchase 4 x case of any of the qualifying Pringles products (40g cans) (as defined in Clause 15 below), from Bidfood depot in-store and text PRINGLESMOV1 followed by a space then your full name to 82727 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.
5. 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.
6. One entry permitted per person.
7. **Purchase must be 4 x cases of Pringles products (**40g cans**) to be valid for entry. The ‘Qualifying Products’ are listed below (subject to availability and whilst stocks last):**

|  |  |
| --- | --- |
| Kellogg SKU Code | Product Description |
| 7000271000 | PRINGLES ORIGINAL 40g |
| 7000279000 | PRINGLE SOUR CREAM ONION 40g |
| 7000273000 | PRINGLES SALT VINEGAR 40g |
| 7000248000 | PRINGLES TEXAS BBQ 40g |

1. Entries (bulk or otherwise) made from syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that a participant 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.
2. There are 5 x prizes to be won in total, their value is detailed as follows:

i. 5 x Winners of a £1,000 cash prize paid directly via BACS transfer to each winner's UK bank account. Kellogg’s will also donate 5 x £1,000 to the Movember Europe Charity Reg No 1137948 on behalf of each winner. Total donation will be £5,000.

1. The 5 x prize winners will be drawn at random by an independent adjudicator from all the valid entries received and verified by the promoter.
2. Winners will be drawn by 01.12.2023 and contacted by 02.12.2023 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) 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.
3. 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 the prizes, 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.
4. Once details requested have been provided and validated, they will then be contacted by third party prize fulfilment agency within 7 days of providing the above details and being confirmed as a valid winner to arrange prize fulfilment and obtain UK bank account details.
5. The 5 x £1,000 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 £1,000 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.
6. 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.
7. The prizes may be redeemed by the winners only and are not transferable and cannot be swapped for another prize.
8. 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.
9. 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 BAC’s payment for their cash prize, within the 28 days specified, please contact** the third party prize fulfilment agency**.**
10. **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.**
11. The decision of the Promoter is final. No correspondence will be entered in to.
12. 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 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.
13. The winners’ surnames and counties of residence will be available for 3 months after the closing date by emailing 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. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
14. Winners may be requested to enter into publicity as a result of the promotion.
15. 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.
16. 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.
17. 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.
18. 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. 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. You can also contact us at 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: <https://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 PringlesMovTTW@promowinners.com. By participating in the promotion, you agree to the use of your personal data as described here.
19. 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.
20. 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.

**Approved by:**

**IPM**

**Pringles**

Name: …………………………………………………………………

Date & Signature: ……………………………………………….