Christmas AFH 2024 Shopper Activation

Summary T&Cs

* Promotion open to UK residents only. 18+. Opens 00:00 04.11.24 and closes 23:59 31.12.24. Purchase not necessary. Internet access, account registration & smartphone/tablet with camera required. To enter prize draw, scan QR code on-pack or visit <u>http://www.pringles.com/xmas24win</u> and enter your full name, email address and contact number. 1 entry per person per day. Max 1 prize per person. There are 100 winning moments prizes with £50 Prezze Gift Cards. Prizes awarded via email to winners. Exclusions apply. For full terms and conditions visit: www.pringles.com/uk/tsandcs.html.

Promoter: Kellogg Europe Trading Limited, Three, Dublin Airport Central, Dublin Airport, Dublin, Ireland, K67 Y7E5.

Full T&Cs

- 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 UK residents aged 18 or over excluding business owners and employees of trading businesses and employees of the Promoter, agents, distributors or affiliated companies of the Promoters or Immediate family members (defined as parents, children, siblings, spouse and life partners and other residing with), and anyone associated with this Promotion.
- 3. The Promoter is Kellogg Europe Trading Limited (0387390). ('The Promoter') and the registered address is Three Dublin Airport Central, Dublin Airport, Dublin, K67 Y7E5.
- 4. The Data Controller is Kellogg Europe Trading Limited (0387390), and the registered address is Three Dublin Airport Central, Dublin Airport, Dublin, K67 Y7E5.
- 5. The Data Processor is Cloud Nine Incentives Ltd, and the registered address is The Station, 7 High Street, Olney, Bucks, MK46 4EB.
- 6. The Third-Party Prize Fulfilment Agency is Cloud Nine Incentives Ltd, The Station, 7 High Street, Olney, Bucks, MK46 4EB.
- 7. Purchase not necessary. Internet access and account registration required.
- 8. The promotion is open from 00:00 on 04.11.24 and closes at 23:59 on 31.12.24 (the 'Promotional Period'). Any entries received outside this period will not be accepted.

- 9. To Enter the Promotion, Entrants must:
 - b. Using a smartphone, visit http://www.pringles.com/xmas24win (or Pringles.com and navigate to the Xmas24 experience)
 - c. Then log in or register for a Pringles account.
 - d. Click on "Enter Now."
 - e. Winning entrants will be notified immediately on screen.
- 10. There is a limit of one entry per person per day during the Promotional Period.
- 11. There is a limit of one prize per person during the promotional period.
- 12. Internet access, full name, email address, and contact number, are required for entry. Mobile phone required to contact the winner if no response is received via initial e-mail contact and for the Third-Party Prize Fulfilment Agency to contact the winner to fulfil their prize. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.
- 13. Entries (bulk or otherwise) made from syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that an entrant has entered multiple times or is 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.
- 14. Incomplete, illegible, invalid, or misdirected entries will not be accepted. 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.
- 15. There are 100 prizes available to be won in total, the value is detailed as follows:

100x winners of a £50 Prezze Gift Voucher

- 16. **Winner Selection**: During the Promotion Period, 100 'winning moments' have been randomly selected by a third-party provider. The first entry on or after that winning moment will be awarded the prize. If no entry is received between one winning moment to the next, the prize from that winning moment will be awarded to the next entry made during the Promotion Period. All 100 prizes are available to be won.
- 17. Winning entrants ("Provisional Winners") will be notified immediately on screen that they have won and will be sent a confirmation email. to the email address registered to their Pringles account. Provisional Winners may also be contacted via email to the email address registered to their Pringles account within 28 days of Winner Notification and be asked to provide evidence of identity and eligibility. If a Provisional Winner does not respond to the initial contact within 14 days of receipt or is disqualified for any breach of these terms and conditions, the Promoter reserves the right to return the Prize into the promotion prize pool if it is forfeited during the Main Promotion Period

- 18. All reasonable effort will be made to contact the winner using the e-mail address and mobile number they provide upon entry, however, if their prize is not claimed within 14 days of first notification or the 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 the 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 the prize will be null and void.
- 19. The prize may be redeemed by the winner only and is not transferable and cannot be swapped for another prize.
- 20. 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.
- 21. **Prize Acceptance & Delivery**: Once a Provisional Winner provides evidence of their identity and eligibility, if requested, they should look out for an email confirming they are a Winner along with further Prize Details. Please allow up to 10 days for notification to arrange fulfilment of Prizes to the email address provided when registering for a Pringles account.
- 22. In the unlikely event that an email with further Prize Details doesn't arrive within 10 days of Winner Notification, winners will have a further 28 days to inform the Promoter by visiting the Contact Us page on Pringles.com. If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.
- 23. It is the responsibility of the winners to supply the correct personal information in their Pringles account in order to claim their Prize. The Promoter will not be liable for the nondelivery of the Prize caused by the provision of wrong information. A Winner's email address or postal address cannot be updated after entry.
- 24. Winners will not incur any costs to claim a prize or equivalent benefit. A consumer may incur a cost to enter the Promotion. Winners will not incur any costs during the arrangements made by the Promoter for the winner to receive their Prize.
- 25. The Promoter may request that the winners participate in reasonable publicity arising from the Promotion including use of the winner's name, voice, city/county of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise). Participation is at the winner's discretion and is not a condition of Prize Acceptance.
- 26. The Promoter seeks to run fair and secure promotions and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entries (and any of your associated aliases) will be disqualified, any Prize awarded may be void and recoverable,

and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

- a. Verify the eligibility of entrants and/or provisional winners by requesting such information we consider reasonably necessary for this purpose. Entry or a Prize may be withheld unless and until verification is completed satisfactorily.
- b. Disqualify entries that are not made directly by the individual entering the Promotion.
- c. Disqualify entries made using anonymous email services such as, but not limited to, Guerilla Mail, Dispostable or Mailinator.
- d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
- e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script,' 'brute force,' masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
- f. Disqualify entries which, in some other way, do not fully meet the requirements of these Terms & Conditions.
- 27. Entrants must complete their details using their legal name. The Promoter reserves the right to disqualify any entrant who uses multiple names or email addresses and to require them to return any Prize they may have won.
- 28. Provided no objection from a Winner is received, the surname and county of these winners will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be made available by contacting https://www.pringles.com/uk/contact-us.htm. Winners can object to their surname or county of residence being published or request for the amount of information being published to be reduced via the same method of contact. However, please note that without prejudice, even if a Winner objects to the publishing of their surname and region, the Promoter will provide winner information to the Advertising Standards Authority on reasonable request or any other regulatory bodies to comply with all relevant rules and legislation currently in force.
- 29. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any element of a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute another Prize for it, of equal or greater value.
- 30. Any relevant taxes that are required to be paid in order to claim the Prize are the responsibility of the Winner.
- 31. If the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration,

security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Terms & Conditions, or invalidate any affected entries and/or to cancel, modify or suspend the Promotion.

- 32. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected, or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the promotional website.
- 33. The Promoter, the prize fulfilment agency and any other associated agencies and companies are not 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 a Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promotor's liability for death or personal injury as a result of its negligence.
- 34. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances of the Promoter.
- 35. We are committed to protecting your privacy. Kellogg Europe Trading Limited (Kellogg) and the prize fulfilment agency 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 never sell your data to third parties but may combine your data with data from other sources in order to build anonymised/pseudonymised profiles for targeted advertising. Your data will be processed and held on servers located in the United States. Kellogg has ensured that any processors we use are obligated under EU Standard Contractual Clauses to ensure data protection compliance. We will hold your data as long as your consent is valid, and you wish to receive marketing communications. You have the right to access your data, withdraw your consent, or to have your data erased. You also have the right to contact a data protection supervisory authority. 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 Promoter's Privacy Policy and can be found at: https://www.pringles.com/uk/privacy-policy.html
- 36. Any personal data submitted by a winner to the prize fulfilment agency will be treated in accordance with their privacy policy, which is accessible at: https://elementlondon.com/element-london-privacy-policy-travel-english/.

- 37. If any part of these Terms & Conditions are legally ruled to be invalid, illegal, or unenforceable, the remainder will not be affected and will continue in full force and effect.
- 38. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
- 39. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
- 40. These Terms and Conditions shall be governed by English and Welsh law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales.

Promoter: Kellogg Europe Trading Limited, 3 Dublin Airport Central (DAC), Dublin Airport, Dublin (company registration number 0387390). PLEASE DO NOT SEND ENTRIES TO THIS ADDRESS