

# BP Pringles Mario WIN Nintendo Switch

## Short Terms & Conditions

Open to GB residents, 18+ only . Promotion opens at 00:01 on 04.03.2025 until 23:59 on 31.03.2025 . Purchase necessary . One entry per person per day . Max. 1 prize per person . There is 1 prize available to be won: 1x Nintendo Switch Prize. To enter the prize draw , purchase any 165g can of Pringles from a BP store and text PRINGLESBP followed by a space and your full name to 66777 . Winner will be drawn at random from all valid entries received. Retain your receipt. Texts charged at standard network rate and may not be included in any text inclusive package. Please seek bill payer's permission. Exclusions apply. For full terms and conditions visit [www.pringles.com/uk/tsandcs.html](http://www.pringles.com/uk/tsandcs.html)

Promoter: Kellogg Marketing and Sales Company (UK) Limited

## BP Pringles Mario WIN Nintendo Switch

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.
4. The Data Processor and Third Party Prize Fulfilment Agency is Cloud Nine Incentives Ltd, Market House, Silver End, Olney, Buckinghamshire MK46 4AL
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. Retain receipt showing date of purchase during the promotional period and prior to the date of entry.

8. Purchase of any 165g Pringles can from a BP store is required for entry.. 165g Pringles cans are subject to availability and whilst stocks last.

9. The promotion is open from 00:01 on 04.03.2025 and closes at 23:59 on 31.03.2025 (the 'Promotional Period'). Any entries received outside this period will not be accepted.

10. To enter the prize draw: purchase any 165g Pringles can from a BP store and text PRINGLESBP followed by a space then your full name to 66777 during the promotional period. Retain your receipt as proof of purchase. The winner will be drawn at random from all valid entries received at the end of the promotional period .

11. Entrants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Text messages will be charged at your standard network rate (they may not be included within any free text package, please check with your network provider if you are unsure). Users on virtual mobile networks may not be able to text the short code. 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.

12. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical, network, or software reasons or otherwise or any other reason beyond the Promoter's control. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion. Incomplete, illegible, invalid or misdirected entries will not be accepted.

13. Entry will be confirmed with a 'Thank you' response. There is no charge to the entrant for this message.

14. Entry is by text only. One entry permitted per person, per day, during the Promotional Period. For the avoidance of doubt only one unique mobile number will be accepted per person, and a person can only use this mobile number to enter. Any use by entrants of identities other than their own and/or any entrant using multiple mobile numbers, and/or any other methods to enter this promotion will be disqualified and any prize entitlement will be void. A mobile number can only be used by one person and it cannot be shared within a household. The Promoter reserves the right to

determine, in its sole and absolute discretion, whether an entrant or household has already submitted an entry and to disqualify any subsequent entries or prize entitlement.

15. Entries (bulk or otherwise) made from trade, syndicates, consumer groups or third parties or other automated means along with entries which do not satisfy these terms and conditions 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.

16. There is one prize available to be won of a Nintendo Switch Prize .

Details of the prize are as follows:

- a) Nintendo Switch console (OLED 2021 Model)
- b) Colour: Black (Neon Blue/Neon Red)
- c) 7-inch OLED screen

64 GB total system storage, part of which is reserved for system data.

17. 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.

18. One prize permitted per person.

19. The prize winner will be drawn at random by an independent adjudicator from all the valid entries received within 2 business days of the end of the Promotional Period.

20. The winner will be contacted within 5 days of being drawn via SMS using the mobile number used to enter the promotion. The prize must be claimed within 14 days of first notification. To claim, the winner must reply to the e-mail address provided within the SMS providing their full name and mobile number (must be the same as the number used for entry) to acknowledge their prize. The prize fulfilment agency will then return an email, asking the winner to provide their preferred delivery address, valid proof of identity including date of birth (passport, driving licence or equivalent form of identification clearly showing the winner's date of birth) and a photograph of their purchase receipt. Once this information is received, the prize will be validated. County of residence will be requested for the purpose of the winners list if no objection is received.

21. All reasonable effort will be made to contact the winner 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.

22. The prize will be supplied via courier by the third party prize fulfilment agency.

23. The prize may be claimed by the winner only and are not transferable and cannot be swapped for another prize.

24. Once the winner has successfully confirmed all details for valid prize claim, their prize will be fulfilled within 28 days of receipt of delivery details. If a prize winner does not receive their prize within the 28 days specified, please contact the third party prize fulfilment agency at [pringles@uponcloudnine.co.uk](mailto:pringles@uponcloudnine.co.uk).

25. It is the responsibility of the winner 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 if the winner fails to supply accurate information which affects prize acceptance or delivery of their prize.

26. The decision of the Promoter is final. No correspondence will be entered in to.

27. 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.

28. The winner's surname and county of residence will be available on request for a maximum of 3 months after the end of the Promotional Period by using the 'Contact Us by Email' form which can be found at <https://www.pringles.com/uk/contact-us.html>. We reserve the right to refuse such requests. Entrants can object to disclosure, or request that disclosure be limited in scope by using the 'Contact Us by Email' form which can be found at <https://www.pringles.com/uk/contact-us.html>.

We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.

29. The winner may be requested to enter into publicity related to the promotion.

30. The Promoter reserves the right to verify all entries including but not limited to asking for proof of purchase and ID including date of birth (passport, driving licence or equivalent form of identification clearly showing the winner's date of birth). 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. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.

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, 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.

32. 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.

33. 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 to administer this promotion in line with the terms and conditions. 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@kellanova.com](mailto:DataPrivacyOfficer@kellanova.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 [DataPrivacyOfficer@kellanova.com](mailto:DataPrivacyOfficer@kellanova.com). By participating in the promotion, you agree to the use of your personal data as described here. The Third Party Prize Fulfilment Agency and Data Processors' Privacy Policy can be found at: [www.uponcloudnine.co.uk/privacy.html](http://www.uponcloudnine.co.uk/privacy.html).

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. 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.