

Client: Pringles Europe
Project: Gaming 2022 – NPC Social Campaign
Version: V19
Markets: UK, France, Germany



TERMS & CONDITIONS

SHORT TERMS & CONDITIONS – For use of Instagram & Facebook social post

No offer of employment is being made and no employment contract will be entered into. UK, FR & DE only, 18+. Ends 23:59 BST 06/07/22 (00:59 CEST on 07.07.22). Purchase of a Pringles can necessary. Main Prize: 1 x Avatar creation becoming an NPC in Train Sim World 2 + £20,000 / € equivalent in cash. Runner Up Prize: Xbox Series S. Max 1 entry per person, per platform. Max 1 Prize per person. Visit www.pringles.com/stayinthegame or full T&Cs & Prize details.

SHORT TERMS & CONDITIONS – For use of Twitter social post

No offer of employment is being made and no employment contract will be entered into. UK, FR & DE only, 18+. Ends 23:59 BST 06/07/22 (00:59 CEST on 07.07.22). Purchase of a Pringles can necessary. Main Prize: 1 x Avatar creation becoming an NPC in Train Sim World 2 + £20,000 / € equivalent in cash. Runner Up Prize: Xbox Series S. Max 1 entry per person, per platform. Max 1 Prize per person. Visit www.pringles.com/stayinthegame or full T&Cs & Prize details.

SHORT TERMS & CONDITIONS – For use of In-game assets

No offer of employment is being made and no employment contract will be entered into. UK, FR & DE only, 18+. Ends 23:59 BST 06/07/22 (00:59 CEST on 07.07.22). Purchase of a Pringles can necessary. Main Prize: 1 x Avatar creation becoming an NPC in Train Sim World 2 + £20,000 / € equivalent in cash. Runner Up Prize: Xbox Series S. Max 1 entry per person, per platform. Max 1 Prize per person. Visit www.pringles.com/stayinthegame or full T&Cs & Prize details.

SHORT TERMS & CONDITIONS – For use of social media assets

No offer of employment is being made and no employment contract will be entered into. UK, FR & DE only, 18+. Ends 23:59 BST 06/07/22 (00:59 CEST on 07.07.22). Purchase of a Pringles can necessary. Main Prize: 1 x Avatar creation becoming an NPC in Train Sim World 2 + £20,000 / € equivalent in cash. Main Prize awarded subject to signing release form. Runner Up Prize: Xbox Series S. Max 1 entry per person, per platform. Max 1 Prize per person. Visit www.pringles.com/stayinthegame or full T&Cs & Prize details.

SHORT TERMS & CONDITIONS

UK, FR & DE only. 18+ only. 00:01 GMT (01:01 CET) 20/06/22 - 23:59 BST 06/07/22 (00:59 CEST on 07.07.22). Capture a photo or video of you with your Pringles can and share it on Instagram or Twitter with the hashtag #PringlesStayInTheGame, or post it on the Pringles Facebook page in the comments section of a promotional post with the hashtag #PringlesStayInTheGame, with a caption on why you deserve to win. **No offer of employment is being made and no employment contract is being entered into.** Purchase of a Pringles can necessary. Main Prize: 1 x Avatar creation becoming an NPC in Train Sim World 2 + £20,000 / € equivalent in cash. Main Prize awarded subject to signing release form. Runner Up Prize: Xbox Series S. Max 1 entry per person, per platform. Max 1 Prize per person. Visit www.pringles.com/stayinthegame for full T&Cs & Prize details.

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LONG TERMS & CONDITIONS

1. Participating in this promotion implies full acceptance of these Terms & Conditions as a whole.
2. This promotion is only open to legal residents of France, Germany and the United Kingdom aged 18 or over.
3. This promotion excludes employees and their immediate families of Kellogg's, its agencies, or anyone professionally connected with the promotion.
4. Purchase of a Pringles can necessary; internet access and a valid Facebook, Twitter or Instagram account are also required. This is an online promotion only, there is no postal or telephone application route.
5. **Promotional Period:** The promotion is open from 00:01 BST (01:01 CET) on 20th June 2022 until 23:59 BST on 6th July 2022 (00:59 CEST on 7th July 2022).

6. To enter the promotion entrants must:

- a. Log onto their Facebook account (or create one for free), then comment underneath Pringles Facebook Promotional Post on the below account relevant to their country of residence:
 - UK <https://www.facebook.com/PringlesUK> ;
Or
 - FR <https://www.facebook.com/PringlesFR/> ;
Or
 - DE <https://www.facebook.com/PringlesDeutschland/>

with a photo or video (maximum length 2 minutes) with their Pringles can and write in the comment why they deserve to win including the hashtag #pringlesstayinthegame. Entries must be a maximum of 50 words.

OR

- b. Log onto their Twitter account (or create one for free), follow Pringles on the below account relevant to their country of residence:
 - UK https://twitter.com/Pringles_UK ;
Or
 - FR https://twitter.com/Pringles_FR ;
Or
 - DE <https://twitter.com/PringlesDACH>

And tweet a photo or video (maximum length 2 minutes) with their Pringles can and comment why they deserve to win in the caption including the hashtag #pringlesstayinthegame. Entries must be a maximum of 50 words.

OR

- c. Log onto their Instagram account (or create one for free), follow Pringles on the below account relevant to their country of residence:
 - UK <https://www.instagram.com/pringles.uk/>
Or
 - FR https://www.instagram.com/pringles_fr/

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Or

- DE https://www.instagram.com/pringles_de/

And post a photo or video (maximum length 2 minutes) on their Grid (not in stories) with their Pringles can and comment why they deserve to win in the caption including the hashtag #pringlesstayinthegame. Entries must be a maximum of 50 words.

All valid entrants will then be entered into the random draw.

7. Entrants must keep their profile on a public setting and continue to follow the relevant account for a period of 4 weeks after the end of the Promotion Period in order to be contacted if they are selected as a winner. Private profiles that enter cannot be seen, therefore cannot be accepted.
8. Maximum of 1 unique entry is permitted per person per platform during the Promotion Period, however, only unique entries will be accepted. Any person trying to enter the same content across multiple social media platforms will have their non-unique entries disqualified. No person may win more than 1 Prize.
9. Entrants trying to circumvent rules by using alternative details including but not limited to creating multiple Facebook, Instagram or Twitter accounts will be disqualified. Entries (bulk or otherwise) made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is re-posting the same content multiple times or using a computer(s) to circumvent the 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 awarded will be void.
10. **Winner Selection:** All valid entries received during the Promotion Period (subject to moderation) will be entered into a random draw to select 50 finalists.

All 50 finalists will then receive a Direct Message through the social media platform they used to participate to provide their details to confirm eligibility. Finalists will be given 8 working days to provide all the necessary details. If a finalist does not respond to the initial contact, or does not provide all necessary details within 8 working days or does not meet the eligibility criteria, the Promoter reserves the right to disqualify that entrant and select an additional finalist selected in the same manner.

All finalists' 50-word comments will then be independently judged by PromoVeritas within 5 working days from the close of the Promotion Period to select 10 shortlisted entries based on the following criteria:

- a. Originality on why they deserve to be a winner in the comment;
- b. Creativity of the comment;
- c. Relevance to the NPC prize

The 50-word comments of the shortlisted entries who have provided all necessary details will then be judged by a panel of judges, within 9 working days from the close of the Promotion Period to select 1 provisional winner ("Provisional Winner") and 1 runner up winner based on the same criteria.

For the avoidance of doubt, only the 50-word comments submitted by entrants will be judged in any phase of the judging process.

11. **The Prizes:** There will be a total of 1 x main Prize winner and 1 x runner up Prize winner who will win the following:
 - a. Main Prize:

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- i. 1 x £20,000 cash if the main prize winner is a resident of the United Kingdom, or the equivalent value paid in Euros at the time of winning if the main prize winner is a resident of France or Germany fulfilled via bank transfer **and**;
 - ii. The main prize winner' likeness will be used to create a Pringles vending machine stacker non-playing-character Avatar ("NPC" or "Avatar") in the computer game 'Train Sim World 2' for 1 (one) year.
- b. Runner up Prize: 1 x Xbox Series S

12. Further Prize Details and Conditions:

- a. All elements of the Main Prize must be taken together and cannot be divided. Should the Provisional Winner reject either element of the Main Prize, their entry will be disqualified and the runner up winner will be selected in the same manner as outlined in clause 11.
- b. The Provisional main prize winner and runner up winner will be required to sign a release form with the Promoter, the full detail of which will be provided in the initial email notification.
- c. The Provisional Winner and the runner up winner will be required to provide suitable for the Promoter to conduct a full background check and to help ensure that the use of the Winners' likeness as the NPC will not bring the Promoter or Train Sim World 2 or its creators into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the promotion as determined by the Promoter in its sole discretion. This will include all relevant banning orders or related incidents regarding the main prize winner and runner up winner as required by the government, the police or relevant law enforcement agencies or organisations. Part of this process may also include questions during the claim process and a review of personal information sourced from data available in the public domain.
- d. If at any time during the 1 (one) year in which the Main Prize Winner's likeness is being used in Train Sim World 2:
 - i. The Main Prize Winner is publicly or privately alleged to have committed and/or does commit any act that brings them into disrepute or scandal or may reflect unfavourably upon the Promoter or the creators of Train Sim World 2; or
 - ii. If they have conducted themselves in this way in the past and information about this conduct comes to the Promoter's knowledge during this time; or
 - iii. They make or authorise any statements to be made which are derogatory to the Promoter or the creators of Train Sim World 2, and such actions or statements are made public or become a matter of public knowledge during this time, then the Main Prize Winner will be in breach of the waiver (stated in clause 13c), and the Promoter may, at their discretion, immediately terminate the waiver, remove the Main Prize Winner's NPC avatar from Train Sim World 2.
- e. By signing the release form and accepting the Prize, the Main Prize Winner grants to the Promoter a non-revocable, worldwide, royalty-free licence to use their likeness and the copyright and other intellectual property rights vesting in their entry for all purposes connected with this Promotion, including but not limited to display on the Promoter's website and any other website of the Promoter or its agents/contractors choosing and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion for one year. The Main Prize Winner shall represent and warrant that they have all rights necessary to grant the licence and rights provided for in this paragraph and that all materials forming part of their entry to this Promotion, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.
- f. By submitting an entry, each entrant grants to the Promoter a non-revocable, worldwide, royalty-free licence to use the copyright and other intellectual property rights vesting in their entry for all purposes connected with this Promotion, including but not limited to display on the Promoter's

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website and any other website or social media channels of the Promoter and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion.

- g. Entrants hereby represent and warrant that they have all rights necessary to grant the licence and rights provided for in paragraph 12(f) and that all materials forming part of their entry to this Promotion, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.
- h. The Promoter has full and final discretion regarding the appearance of the Avatar used and any degree of likeness to the main prize winner.
- i. Each entrant also grants the Promoter and its agents/contractors the right to moderate, modify or remove any entry if it is deemed unsuitable, in whole or in part, for display on the Promoter's social media channels or in any materials relating to the Promotion.
- j. By submitting an entry, the Main Prize Winner agrees to take part in publicity with no recompense and understands that their likeness will be used publicly as per the requirements of these T&Cs and the waiver agreed to with the Promoter.

13. **Winner Notification:** The Provisional main prize winner and the runner up winner will be contacted via the email address provided by them at finalist notification stage within 1 working days of Winner Selection and will be asked to provide necessary images of themselves to be used for fulfilling the Prize, plus provide evidence of identity and eligibility, all details requested in order for the Promoter to conduct the full background check and sign the release form. Reasonable efforts will be made to contact the winners.

If the Provisional main prize winner does not respond to the initial contact or provide all necessary details and sign the release form within 3 days or pass the background check to the satisfaction of the Promoter, the Promoter reserves the right to disqualify that entrant and award the Prize to the runner up winner selected in the same manner. If the runner up winner does not respond to the initial contact or provide all necessary details and sign the release form within 3 days or pass the background check to the satisfaction of the Promoter, the Promoter reserves the right to disqualify that entrant and award the Prize to a reserve Provisional Winner selected in the same manner. Reserve Provisional Winners may have less time to respond.

Once the Provisional Winner has signed the release form, passed their background checks and confirmed their eligibility, they will then be confirmed as the Winner within 1 working day of receiving the results of the background checks.

14. **Prize Acceptance:** Main Prize Winner and Runner-Up Prize Winner will be notified within 28 days of passing the background check to arrange fulfilment of their Prize. In the unlikely event that a Winner does not receive their notification within 28 days, the Winner 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. Please allow up to 90 days for delivery of the cash prize, although the Promoter endeavour to fulfil this within 28 days of winning.
15. Subject to the Main Prize Winner's requested consent, their surname and country of residence will be made available by contacting <https://www.pringles.com/uk/contact-us.html> one month after the close of the Promotion, for a period of 8 weeks. The Main Prize Winner may object to their surname and country of residence being published or request the amount of information being published to be reduced by contacting <https://www.pringles.com/uk/contact-us.html>. Please note that even if the Main Prize Winner objects to the publishing of their surname and country of residence, the Promoter may be required to

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provide this information to the Advertising Standards Authority or any other regulatory bodies to comply with all relevant rules and legislation currently in force.

16. **Moderation:** The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:
- are in breach of the Terms and Conditions
 - contain any content that is offensive, obscene, sexual, derogatory, defamatory, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, which could reflect negatively upon the name, reputation or goodwill of the Promoter or any brand partner, or which is otherwise unsuitable for publication;
 - contains or refers to any third-party brand or reference any third-party names, logos and/or trademarks;
 - Includes the names, images or statements of any individual without their express permission or anyone who deems to look under 18 years old;
 - Uses or includes any trademark, logo or copyright material not owned by the entrant or used with the rights owner's prior written permission; or
 - promotes any political agenda.
17. If a winner is disqualified for any breach of these terms and conditions, or in the event any Prizes are rejected or unclaimed, the Prizes will be deemed as unwanted.
18. It is the responsibility of the winners to supply the correct personal information to claim the prize. The Promoter will not be liable for the non-fulfilment of the prize caused by the provision of wrong information.
19. Runner Up Winner may be required to take part in publicity with no recompense. Participation is optional and is not conditional to accepting a prize.
20. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. Entrants are providing their information to the Promoter and not to Facebook, Twitter or Instagram, and neither platform is responsible for any element of this Promotion. By entering the promotion, all participants agree to a complete liability release for Facebook, Instagram and Twitter. By entering the promotion, entrants' agree that use of Facebook, Instagram or Twitter is subject to their terms and conditions of use located here:
- Facebook: <https://www.facebook.com/legal/terms>
 - Instagram: <https://help.instagram.com/581066165581870>
 - Twitter: <https://twitter.com/en/tos#intlTerms>
21. No responsibility can be taken for entries or claims which are misdirected, lost, delayed, damaged or corrupted during delivery to or from the Promoter due to any computer malfunction, virus, bug, delay or other reason whatsoever. The Promoter is not responsible for any incorrect or inaccurate information supplied to the Promoter by the claimant in the application.
22. To the fullest extent permissible by law, the Promoter, nor their respective parent, affiliated companies or subsidiaries, together with any associated agencies and companies will not be 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 Promoter's liability for death or personal injury as a result of its negligence.

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23. There are no other prize alternatives available in whole or in part. Prizes are not transferable or exchangeable and for a non-cash Prize, no cash alternative is available unless otherwise agreed with the Promoter. If the stated Prizes are no longer available due to circumstances outside of the Promoter's control, the Promoter reserves the right to substitute for an alternative prize of equal or greater value. Unless otherwise agreed in writing by the Promoter, the prizes will only be awarded directly to the winners.
24. Insofar as is permitted by law, the Promoter's decision is final with regards to all promotional matters and no correspondence will be entered into. The governing courts will have final say in the event of any legal dispute. By participating in the offer, you accept these Terms & Conditions and are bound by all the rules in full.
25. The Promoter reserves the right at its sole discretion, to eliminate or disqualify any entries or entrants that it regards as being in breach of these conditions or the spirit of the promotion.
26. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, tampering and/or an error (human or computer) affects or could affect the proper operation of this promotion or the awarding of prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these Terms and Conditions, at any stage, but will always endeavour to minimise the effect to entrants in order to avoid undue disappointment.
27. The Promoter will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions. If an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crisis, epidemic, pandemic, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostility, political unrest, riot, civil commotion, famine, plague or other natural calamity and act of God or any other circumstances beyond the reasonable control of the Promoter.
28. The Promoter reserves the right to verify all entries and winners and to refuse to award a prize or seek recovery of its value if the prize has been awarded, or withdraw a prize entitlement or refuse further participation in the promotion in the event of any entrant's fraud, dishonesty, where there are reasonable grounds to believe there has been a breach of these Terms and Conditions or any instructions forming part of this promotion's entry requirements or otherwise where an entrant has gained unfair advantage in participating in the promotion or won using fraudulent means.
29. An entry must be made directly by the individual entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of these Terms & Conditions in full shall be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'bots', disposable email addresses, 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the rules of the Promotion, that entrant's entries shall be disqualified and any prize awarded shall be void.
30. Any information collected regarding entrants into this promotion will be treated in confidence in accordance with Kellogg's Privacy Policy and will be used solely to administer the Promotion and for no other purpose unless explicit consent is gained:
 - Residents of the United Kingdom: <https://www.pringles.com/uk/privacy-policy.html>
 - Residents of France: <https://www.pringles.com/fr/privacy-policy.html>
 - Residents of Germany: <https://www.pringles.com/de/privacy-policy.html>

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We will only use your personal data for the administration of this promotion and for no other purpose unless we have your consent. We will only share your data with our fulfilment partners for the purposes of and in order to fulfil this promotion. Main prize winner and provisional winner's data will be retained until 30 September 2028. Non-winners data will be deleted as soon as promotion is completed.

31. These terms and conditions have been filed with Thomazon Homazon Audrant Biche, Huissier de Justice, located at 156 rue Montmartre – 75002 Paris, France. They will be sent at no expense upon simple request made at the Promoter's address. Postage expenses at the normal rate will be reimbursed upon request made at the same address.
32. The pictures and images used in connection with this promotion and the prize are for illustration indication only and may not reflect a true likeness.
33. In the event of a discrepancy between these Terms & Conditions and the details in any promotional material, the details in the Terms & Conditions will prevail.
34. These Terms and Conditions shall be governed by the law of the relevant country for each entrant, and entrants submit to the exclusive jurisdiction of the courts of the relevant county they reside in.

PROMOTER: Registered office: Kellogg Europe Trading Limited, 3 Dublin Airport Central (DAC), Dublin Airport, Dublin (company registration number 387390). PLEASE DO NOT SEND ENTRIES TO THIS ADDRESS.