Convenience retail stores managers/owners only. UK only. Entrants must be 18+. Opens 11.01.2021 to 12.04.2021. To enter: (1) Create a display of Pringles Small Can products (40g/70g) in your store, (2) Take a picture of the display and email, along with your full name, store address and telephone number, to displays@pringlespromotions.co.uk. Entries judged on creativity to select winner. $5 \times \pounds 2,000$ cash prizes to be won paid via cheque, all $5 \times$ winners to be selected at the end of the promotional period. Max 1 prize per store. See full judging criteria and full terms at: www.pringles.com/uk/tsandcs.html

Promoter: Kellogg Marketing and Sales Company (UK) Limited, Orange Tower, MediaCityUK, Salford M50 2HF (company registration number 03237431).

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.

The Promoter is: Kellogg Marketing and Sales Company (UK) Limited, Orange Tower, MediaCityUK, Salford M50 2HF (company registration number 03237431).

Eligibility:

- 1. The promotion is open to all convenience store retailer manager/ owners (store must be under 3,000 sq. ft and be one of the following: Co-operative retailer, convenience forecourt, convenience multiple store, symbol store or non-affiliated independent store) and their staff in the UK but excludes employees (and their immediate family) of Kellogg Marketing and Sales Company (UK) Limited, agencies, associates or anyone professionally connected with the promotion.
- 2. Entrants must be aged 18 or over.
- 3. The winning entrants will be required to provide evidence upon contact (see clause 17) that they are a store manager/owner of a convenience retailer. Prize may be transferred to store employee upon allocation.
- 4. Max 1 prize per store.

Promotional Period:

5. The promotion is open from 00:00:00hrs on 11.01.2021 to 23:59.59hrs on 12.04.2021.

How To Enter:

- 6. Create a display of Pringles products (40g/70g) in your store. Take a picture of the display and email, along with your full name, store telephone number and store name and address to <u>displays@pringlespromotions.co.uk.</u>
- 7. There are no restrictions to the amount of times one store and person can enter the promotion, subject to using a different display within each entry submitted. There must be significant changes between each display if submitting more than once. Entrant will be notified if their entry isn't valid by email at the end of each

week within the Promotional Period. Each valid entry will be submitted into the judging process.

- 8. Display photo must feature Pringles (40g/70g) products to be valid for entry.
- Entries that are incomplete, corrupted, delayed, wrongly delivered, or not received for whatever reason will not be accepted. Proof of sending will not be accepted as proof of delivery.
- 10. No third party or bulk entries. If it becomes apparent that a participant is using any means to circumvent this condition such as, and without limitation, using multiple identities, acting fraudulently or dishonestly in the opinion of the Promoter or otherwise acting in violation of these terms, these participants will be disqualified, and any prize entitlement will be void.

Prize Details:

- 11. There are 5 x prizes of a £2,000 cheque available to be won.
- 12. All entries to be submitted before 23:59.59hrs on 12.04.2021, after which 5 x winners will be selected against judging criteria in clause 15 and notified using details provided (see clauses 17-18 for full claim process).
- 13. All prizes are non-transferable, non-refundable and cannot be exchanged for any alternatives in whole or in part. The decisions of the panel are final, and no correspondence will be entered into.
- 14. Any tax liability arising from receipt of the prize will be the responsibility of the recipient.

Winner Selection:

- 15. Judging will take place between 13th and 15th April 2021.Prizes will be allocated to the winner by a judging panel made up of a representative from Kellogg Marketing and Sales Company (UK) Limited and a third party independent judge through a selection criterion which shall include but not limited to:
 - a. Impact Ability to grab attention, stock and pricing clearly displayed
 - b. Creativity Ability to standout, demonstrate creative use of space
 - c. Location of display Best use of store location for prominence
 - d. Winning displays will meet all of the criteria listed, above other entrants.
- 16. Each winner will be notified within 7 days of closing date via the email address used for entry. The prizes must be claimed within 21 working days of notification. To claim, the winner must reply to email notification to acknowledge their prize, confirm the details provided at entry stage and be verified (see clause 17). All reasonable effort will be made to contact winners using the email address and telephone number provided, however, if the prize is not claimed within 21 working days of first notification or the winner is ineligible, an alternative winner will be chosen 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. Entrants are encouraged to monitor their connections during this time in case they are the winner.
- 17. Verification process: The winner must also speak to a representative of the Promoter on the phone to be verified for prize fulfilment after claiming their prize via email. Both stages must be completed to claim the prize. The winner will be contacted via the phone number provided on entry. Verification gained by winner must confirm details provided on entry for postage of their cheque and provide

written proof of store which they are representing, for example, in the form of photographic evidence (e.g. photo badge ID), documented evidence (e.g. payslip or invoice) or any valid proof of ownership or their role as store manager.

- 18. During verification process, the store manager/owner who has entered will be asked if they would like to award their prize to an employee. If so, the winner must notify the employee. The nominated employee must then contact <u>displays@pringlespromotions.co.uk</u> to claim their prize, by giving their name and store address.
- 19. Once the winner has successfully confirmed all details for prize fulfilment and completed the verification process, a cheque for the prize amount will be sent to the store address, addressed to the allocated prize winner (entrant or nominated employee) via 2nd class Royal Mail recorded post. The winner should expect to receive their prize within 28 days of claiming.
- 20. It is the responsibility of the entrant to provide their correct, up-to-date details when confirming acceptance of the prize in order for their prize claim to be processed. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.
- 21. Where we suspect that an individual has breached these T&Cs we reserve the right to verify all entrants and the winner and ask for proof of identity, age and address and that they are the person associated with the winning notification which must be provided within 7 days. 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.
- 22. The winner may be asked but is not required to take part in reasonable publicity relating to this promotion without payment. Such publicity may include, without limitation, publishing the winner's name, their image and any statements made by them concerning the promotion and the prize won as part of the promotion. Any publicity is subject to the winner's consent.
- 23. Entrants can request the surname and county of the winner and this will be made available to anyone who requests it by emailing <u>displays@pringlespromotions.co.uk</u> within 3 months of the closing date. We reserve the right to refuse any or all such requests. Participants may request their surname and county is not published in the event they win by emailing displays@pringlespromotions.co.uk before 13.07.2021, 3 months after the closing date. However, the Promoter shall provide the surname and county of the winner to competent authorities upon request from such competent authorities (including the Advertising Standards Authority).

Conduct of Entry:

24. We reserve the right to cancel, amend, withdraw, terminate or temporarily suspend this promotion for whatever reason, with no liability to any entrants or third parties if the failure to deliver our obligations is outside our reasonable control. However, if this happens, we will use all reasonable endeavours to avoid consumer disappointment.

- 25. The Promoter has no control over 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.
- 26. Entry into the promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this promotion save that nothing in these Terms and Conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.
- 27. The Promoter's decision is final and binding. No correspondence will be entered into.
- 28. 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.
- 29. The laws of England and Wales apply to this promotion, and the English and Welsh courts shall have exclusive jurisdiction over any proceedings in connection with this promotion unless you live in another part of the UK, in which case your local courts will have jurisdiction.
- 30. By participating in the promotion the entrants licence and grant the Promoter an exclusive, royalty free, perpetual, worldwide, irrevocable and sublicensable right to use, reproduce, modify, adapt, publish and display their photo for any purpose in any media, without compensation, restriction on use, attribution or liability. Participants agree not to assert any moral rights in relation to such use where the moral rights in respect of the photo are theirs to assert. Participants warrant that their photo has not been previously published or exploited in any part and that it contains no copyright materials, is their original work, has not been copied, in whole or in part, from any third party and they have full authority to grant these rights.

Data Protection:

31. As part of the promotion, we collect email address, full name, store address and telephone number in order to verify and organise/dispatch of the prize to each winner only. By participating in the promotion, the entrant grants the Promoter the right to use such details to verify the eligibility of the winner and distribute the prize. The legal basis for the processing of the data in connection with the promotion is the positive consent of the entrant. Winner details will be passed onto a third party for prize administration but will not be used for any other purpose. The personal data will not be transferred outside the European Union. Your personal details will at all times be kept confidential and in accordance with current Data Protection legislation. To find out more about how we use and protect your personal data, as well as your

privacy rights visit <u>https://www.pringles.com/uk/privacy-policy.html</u>. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to <u>displays@pringlespromotions.co.uk</u>.