PRINGLES – Summer of Music

Short Terms & Conditions

UK only. 18+. Promotion open 15.08.18 to 25.09.18. There are 3 x prizes available to be won every day; 1 x Urban Ears Wonderboom speaker, 1 x Annual Deezer Premium+ Subscription and 1 x Mixx Play 1 Wireless Earphones. All participants will also be entered into a random prize draw for a grand prize of a 'Music Experience of a Lifetime', worth £10,000. Grand prize winner will be drawn on 27.09.18. To enter, take a selfie with a can of Pringles then share it on Instagram or Twitter using the hashtag #PringlesSOM OR post it on the Pringles GB, IE (@PringlesUK) Facebook page. No purchase necessary. Max. 1 entry per person per day. Max 1 prize per person. Internet access required. Visit www.pringles.com/SOM for full T&Cs.

Full Terms & Conditions

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 entering this promotion all participants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

Promoter: **Registered office:** Kellogg Marketing and Sales Company (UK) Limited, Orange Tower, MediaCityUK, Salford, Greater Manchester, M50 2HF (company registration number 03237431). PLEASE DO NOT SEND ENTRIES TO THIS ADDRESS.

Eligibility

- 1. This competition is open to residents of the United Kingdom (England, Scotland, Wales and Northern Ireland) aged 18 or over.
- 2. This competition excludes employees of Kellogg Marketing and Sales Company Limited (the "Promoter"), their immediate families, its affiliated companies, distributors, agents or anyone else professionally connected to the Promotion.
- 3. Internet access and a Facebook, Twitter or Instagram account is required.
- 4. Entries are limited to one per person, per day. Each entry must have a unique photo. Anyone trying to circumvent this rule by using alternative details including but not limited to creating multiple Facebook, Twitter or Instagram 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 reposting the same content multiple times or using a computer(s) to circumvent this 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.
- 5. Max one prize per person for the duration of the promotion.

Promotional Period

6. The promotion is open from 00.01 15.08.2018 to 23:59 on 25.09.18.

Entry Requirements

- 7. Entrants are required to take a selfie with a Pringles can, then share it with us via either:
 - a. FACEBOOK Posting their picture on the Pringles Facebook page (@PringlesUK) OR
 - b. INSTAGRAM Posting their picture with the hashtag #PringlesSOM OR
 - c. TWITTER Tweeting their picture with the hashtag #PringlesSOM
- 8. Entrants who do not give correct details or those who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.
- 9. In order for their entries to be accepted, entrants must have an open Facebook, Twitter or Instagram profile. Entries from private profiles that cannot be seen cannot be accepted.
- 10. Numerous factors outside the control of the Promoter may interfere with the operation of Facebook, Twitter or Instagram. The Promoter does not therefore guarantee continuous, uninterrupted or secure access to any platform.
- 11. Incomplete, illegible, misdirected or late 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.
- 12. Unique entries only will be accepted. Any person trying to enter the same content on Facebook, Twitter or Instagram more than once will be disqualified.
- 13. The Promoter monitors responses to this Promotion and if any responses or any previous posts made by an entrant are, or could be regarded as, being disrespectful towards other members of the Facebook, Twitter or Instagram community, or which contain anything which is likely to, or could cause offence or distress will be removed from the Promotion. As someone who enters the promotion, your use on Facebook, Twitter and Instagram is subject to the terms and conditions located here:

Facebook: <u>https://www.facebook.com/terms</u> Twitter: <u>https://twitter.com/tos</u> Instagram: <u>https://help.instagram.com/478745558852511</u>

- 14. Participants' entries will be deemed invalid if any post
 - a. contains defamatory, malicious, indecent or other inappropriate content;
 - b. includes the names of any individual without their express permission; or
 - c. in the reasonable opinion of the Promoter, causes any widespread or serious offense (taking into account prevailing community views or standards).
- 15. By participating in the promotion, the entrants licence and grant the Promoter an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content 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 content are theirs to assert. Participants warrant that the materials contain no copyright

materials, are their original works, have not been copied, in whole or in part, from any third party and they have full authority to grant these rights. Participants also warrant that any person featured has given their express permission and/or any child (under 16 years) has parental or guardian consent.

Prizes

- 16. For the duration of the promotion, there is 1 x Music Experience of a Lifetime, 42 x Urban Ears Wonderboom Speakers, 42 x Annual Deezer Premium+ Subscriptions and 42 x Mixx Play 1 Wireless Earphones available to be won.
- 17. Prizes are awarded randomly and cannot be changed.
- 18. No cash or other alternative prizes are available in whole or in part, 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 at the Promoter's discretion.
- 19. The prizes in whole or in part are non-transferable.
- 20. Please allow up to 90 calendar days for delivery of the speakers and earphones prizes, although the Promoter will endeavour to send these out within 28 calendar days of winning.
- 21. The Deezer prizes will be delivered electronically as codes, redeemable online. Deezer codes will be valid until 28.02.2019. For the avoidance of doubt, winners will not be able to redeem their Deezer codes after this date. Existing or past Deezer Premium+ users are not eligible to claim. Cannot be used if the user has already claimed a free trial or any other promotional offer.
- 22. Urban Ears and Mixx are not participants or sponsors in this promotion and prize giveaway.
- 23. The winner of the 'Music Experience of a Lifetime' prize will be given the opportunity to create a bespoke experience package that is perfect for them, up to the value of £10,000. The prize will be tailored to the winner, following a telephone conversation and the completion of a form to enable us to understand likes/dislikes. All Prizes are subject to availability and will be awarded at the discretion of the Promoter. All packages offered will be a minimum of two people travelling. The winner must be aged 18 years or over, however their guest(s) can be under 18 subject to the written consent of the parent or guardian of the guest(s) in question.

'Music Experience of a Lifetime' Prize Conditions:

- All experience locations and dates are subject to availability. Travel will be subject to flight and hotel availability at the date of booking the trip. The winner should notify the Promoter at least eight weeks in advance of his/her preferred dates for taking the trip.
- All travel must be completed before 31st December 2019. There are no date restrictions throughout the year.

- Extensions to the validity of the prize will not be allowed unless first authorised by the promotional agent.
- The Promoter or Cloud Nine will accept no responsibility for hotels / tours / transport companies etc. being withdrawn or amended. In the event of this, Cloud Nine will endeavour to offer a suitable alternative.
- All travel arrangements offered are at the discretion of Cloud Nine and the Promoter. Any requests relating to airport, airlines or hotels cannot be guaranteed.
- Any amendments made by the prize winner after the booking is confirmed is subject to the Promoter's discretion and may be subject to administration charges levied by the specific supplier
- Passports and Visas are the responsibility and at the cost of the prize winner. The Promoter or Cloud Nine shall not be held responsible if the prize winner or any of the travelling party failing to obtain the required travel documentation.
- There is no cash alternative or refund available for unused portions of the prize.
- For destinations outside the UK: Comprehensive travel insurance is included in the prize; however, it does not cover pre-existing medical conditions. In the event that cover is not granted an equivalent cash allowance will be provided so adequate cover can be sought. This will be the prize winner's responsibility and proof of insurance will be required prior to departure.
- The prize winner and their party (where applicable) are responsible for and must comply with any health advice / regulations / inoculations required by any destination country. Any associated costs for this are the responsibility of the prize winner and their selected travelling party (where applicable).
- For the avoidance of doubt, the prize does not include travel to and from the home to the airport, gratuities, meals or other travel expenses unless otherwise stated, or any other costs of a personal nature not expressly stated for winner and guest.
- The final experience package offered will be at the discretion of the prize provider and the promoter.
- All experiences and travel are subject to availability
- The prize must be taken in full and within one trip. For the avoidance of doubt there is only one travel destination available for the winner and guest(s).
- There is a maximum allowance of £1000 that can be allocated towards spending money for the prize.
- Bookings must be made through Cloud Incentives Ltd, The Station, 7 High Street, Olney, Buckinghamshire, MK46 4EB (ABTA number: L9097)

Winner Selection and Notification

- 24. A random prize draw will be performed by an independent third party at the beginning of each day for the previous day's entries.
- 25. All entries received between 00.01 and 23.59 will be entered into that day's prize draw.
- 26. There will be 1 x Urban Ears Wonderboom Speaker, 1 x Annual Deezer Premium+ Subscription and 1 x Mixx Play 1 Wireless Earphones available to be won every day between 15.08.2018 and 25.09.2018. After the close of the promotion, there will be one final draw on 27.09.2018 out of all non-winning entries for 1 x Music Experience of a Lifetime.

- 27. Winners will be notified via Direct Message on Facebook, Twitter or Instagram within 24 hours of each draw and will be required to provide personal details to progress with prize fulfilment.
- 28. If the winners do not reply within 7 calendar days of initial contact, their prize will then be offered to a reserve winner who will also have been chosen during the random draw.

General

- 29. The Promoter is not responsible for the acts or default of third party suppliers, but will endeavour to resolve any issues that may arise.
- 30. The Promoter's decision is final with regard to all promotional matters.
- 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, 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 competition, the Promoter may in its sole discretion modify or suspend the competition 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.
- 32. The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details, including proof of age (which they must provide within 7 calendar days) and 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 or any instructions forming part of this promotion's entry requirements or otherwise, where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.
- 33. Winners agree to participate in any reasonable publicity required by the Promoter.
- 34. The Promoter and its 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 the 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.
- 35. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. By entering the promotion, all participants accept that they have no claim against Facebook, Twitter or Instagram. By entering the promotion, all participants agree to a complete liability release for Facebook, Twitter and Instagram.
- 36. 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.

37. This promotion is subject to English Law and the entrants submit to the exclusive jurisdiction of the English and Welsh Courts.

Data Protection

38. The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose, unless we have your consent. Your personal details will at all times be kept confidential and in accordance with current data protection legislation. You can request access to your personal data, or have any inaccuracies rectified, by visiting <u>www.kelloggs.co.uk/en_GB/contact-us.html</u>. By participating in the Promotion, you agree to the use of your personal data as described here.