

Client: Pringles EMEA
Project: Xbox Social Media Prize Draw
Version: FINAL
Date: 02.04.2020
Markets: UK / France /Germany



TERMS & CONDITIONS

SUMMARY TERMS & CONDITIONS

Facebook & Instagram Summary Terms and Conditions:

"UK, FR & DE 18+ only. From 06/04/20 to 30/04/20 NPN & Internet required. Prize Draw for chance to win 1 of 600 x Xbox Game Pass Ultimate. Redeem by 30/07/20. Redeeming automatically upgrades existing membership(s) to Xbox Game Pass Ultimate at a conversion ratio each based on days remaining. Once upgraded, you cannot re-convert back to a previous membership. Max 1 entry per day. Max 1 prize per person. For full T&Cs, Privacy Policy & prize details at www.Pringles.com/UK. Promoter: Kellogg Europe Trading Limited, Dublin, Ireland, K67 Y7E5

Twitter Summary Terms and Conditions:

UK, FR & DE 18+ only. Enter by 30/04/20. Full T&Cs, Privacy Policy & prize details at <https://www.pringles.com/uk/tsandcs.html>

LONG TERMS & CONDITIONS

1. This Promotion is open to residents of the United Kingdom, France and Germany aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. No purchase necessary; however, internet access and a valid Facebook, Twitter or Instagram account are required.
3. **Promotion Period:** Enter daily between 00.01 British Standard Time (BST) on 6th April 2020 and 23.59 BST on 30th April 2020.
4. Only valid and correct entries will be entered into the Promotion.
5. **To Enter:**
 - a. Log onto your Facebook account (or create one for free), follow @PringlesUK if you are resident of the UK, @PringlesFR if you are a resident of France or @PringlesDeutschland if you are a resident of Germany. Then watch any one of the three promotional videos and comment underneath with the correct answer to the question being asked, including the hashtag #PlayWithPringles in your comment.

OR

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b. Log onto your Instagram account (or create one for free), follow @pringles.uk if you are a resident of the UK, @pringles_fr if you are a resident of France or @pringles_de if you are resident of Germany. Then watch any one of the three promotional videos and comment underneath with the correct answer to the question being asked, including the hashtag #PlayWithPringles in your comment.

OR

c. Log onto your Twitter account (or create one for free), follow @Pringles_UK if you are a resident of the UK, @Pringles_FR if you are a resident of France. Then watch any one of the three promotional videos and reply to the promotional tweet with the correct answer being asked, including the hashtag #PlayWithPringles in your tweet.

6. You may only enter once per day and win only once across the Promotion..
7. Only entries that answer the question correctly will be valid.
8. You must continue to follow the relevant Pringles account on the platform that you have entered on for three weeks after the end of the Promotion Period in order to be contacted if you are selected as a winner.
9. **The Prizes:** 600 winners will each win 1 x 1 month Xbox Game Pass Ultimate, with 24 winners being selected every day throughout the Promotion Period.

10. Redeeming the Game Pass:

- a. Visit www.xbox.com/gamepass
- b. Create or Log in to your Xbox Live account
- c. Select "Join Now"
- d. Click "Join Now" under the Ultimate Plan
- e. Select "..." to the right of "Join"
- f. Click "Redeem a Code"
- g. Enter your code
- h. Select "Next" to complete code redemption

11. Further Game Pass Details and Conditions:

- a. The Pass must be redeemed, and the code must be activated by 30/07/20.
 - b. An active Xbox Game Pass Ultimate membership can be used to play games on Xbox One and Windows 10 PC.
 - c. Xbox Game Pass Ultimate includes Xbox Game Pass for Console, Xbox Game Pass for PC, Xbox Live Gold and additional benefits.
- Redeeming the Xbox Game Pass Ultimate subscription automatically upgrades your existing Xbox Live Gold or Xbox Game Pass membership(s) to Xbox Game

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Pass Ultimate at a conversion ratio each based on days remaining. Learn how this works at www.xbox.com/gamepass.

- e. Any future code redemptions are also subject to a conversion ratio. Conversion ratio subject to change.
 - f. All conversions to Xbox Game Pass Ultimate are final. Once converted, you cannot re-convert your Xbox Game Pass Ultimate membership back to a previous membership. Maximum 36 months of redeemed Xbox Game Pass Ultimate per account at a time, including any converted time from Xbox Live Gold and/or Xbox Game Pass (for PC or console).
 - g. Game titles and number vary over time and by country.
 - h. You will be notified before purchase of add-ons, DLC, consumables, virtual currency or subscriptions (sold separately). If your membership terminates or a game is removed from the catalogue, you must reactivate your membership or buy the game separately to continue using these items.
 - i. ISP fees may apply.
 - j. Age restrictions apply.
 - k. Subscription codes are not combinable with other offers and are not redeemable for cash.
 - l. Discount offers exclude titles within 30 days of launch and are not available with selected titles.
 - m. Service, features and requirements may change or be retired. Subject to the Microsoft Services Agreement (microsoft.com/msa).
 - n. For PC: App download, Windows update(s) and storage required (xbox.com/pcgamesplan).
 - o. System requirements vary by game; performance scales with higher end systems.
12. **Winner Selection:** Each day, 24 winners will be randomly selected from all valid entries received during the previous day. Each daily prize draw will be conducted by PromoVeritas, an independent promotional verification service, within two working days.
13. **Winner Notification:** Winners will be contacted via a direct message to their social media account on the platform used for their entry within 5 working days of Winner Selection, and will be required to respond to confirm eligibility and acceptance of their Prize within 14 days of initial contact. In the event that a winner does not respond to the initial contact within 14 days, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. Reserve winners may have less time to respond.
14. **Prize Acceptance:** Winners will be notified within 28 days of acceptance of the Prize to arrange digital fulfilment. In the unlikely event that a winner does not receive their notification within 28 days of Prize Acceptance, the winner will have a further 28 days to inform the Promoter by visiting the Contact Us page on Pringles.com. In the event that a winner does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.
15. **Moderation:** The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:

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- a. Do not display any representation of, or relate to the entry criteria in clause 5.
 - b. Are in breach of the Terms and Conditions
 - c. 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;
 - d. Contains or refers to any third-party brand or reference any third-party names, logos and/or trademarks;
 - e. Promotes any political agenda.
16. Provided no objection is received, if you are a winner from the UK, your surname and county of residence may be requested by visiting the Contact Us page on Pringles.com with the subject heading 'Pringles Xbox Social Prize Draw Winners List' one month after the close of the Promotion, for a period of 5 weeks. You can object to your surname or county of residence being published or request for the amount of information being published to be reduced by replying to the direct message made during Winner Notification. Without prejudice, the Promoter will provide this information to the Advertising Standards Authority on reasonable request.
17. 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.
18. In the event that 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 and to cancel, modify or suspend the Promotion or invalidate any affected entries.
19. 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 Facebook, Instagram or Twitter.
20. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. You understand that you are providing your information to the Promoter and not to Facebook, Instagram or Twitter, and that Facebook, Instagram and Twitter have no liability for any element of this Promotion.
21. The Promoter 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 Prizes,

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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.

22. 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 will 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 '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 will be disqualified and any prize awarded will be void.
23. Should an act, omission, event or circumstance occur which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms & Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligations.
24. The Promoter may refuse to award a Prize in the event of any entrant's fraud, dishonesty, breach or non-entitlement under these Terms & Conditions or seek recovery of its value if the Prize has been awarded.
25. Personal data will be held in accordance with all relevant data protection legislation currently in force. To view our Privacy Policy, please visit:
 - UK: https://www.kelloggs.co.uk/en_GB/privacy-policy.html
 - France: http://www.kelloggs.fr/fr_FR/privacy-policy.html
 - Germany: www.kelloggs.de/de_DE/privacy-policy.html
26. 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.
27. **French Residents only:** These Terms & Conditions have been lodged with SCP Thomazon - Biche, Huissier de Justice, 156 rue Montmartre – 75002 Paris, France. A copy is available to all participants in full on the website Pringles.com.
28. If any provisions of these Terms & Conditions are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.
29. By entering this Promotion, you will be deemed to have agreed to be bound by these Terms & Conditions.
30. 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.

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31. These Terms & Conditions are governed by the law of the relevant country and their interpretation and application will be subject to the exclusive jurisdiction of the courts of the relevant country.

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