## **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 mainland Great Britain aged 18 or over. For the avoidance of doubt, this excludes NI & the Channel Islands.
- 3. This promotion excludes employees and their immediate families of Kellogg's, its agencies, or anyone professionally connected with the promotion.
- 4. To enter internet access is required (see clause 9). Participants must:
  - a. Purchase a promotional 200g can of Original or Sour Cream & Onion flavour Pringles from a participating Tesco store in the UK (subject to availability) during the Promotional Period. Please keep your receipt.
  - b. Peel back the lid to find out instantly if your can is a winning can. Winning cans will be identified by 'playing music'. In the winning can you will find:
    - I. A special electronic device that plays music when the can is opened.
    - II. A leaflet with directions on how to redeem your prize and a unique reference code to quote when you redeem.
- 5. Subject to the successful completion of the prize claim and verification process described in clause 9, the entrant will be deemed a winner.
- 6. There will be no Pringles products in the winning cans. Winners are entitled to a voucher for a full refund for the can purchased. To arrange a freepost envelope to return the winning can for its safe disposal, and to receive your full refund, please contact Pringles' Consumer Care team at <a href="https://www.pringles.com/uk/contact-us.html">https://www.pringles.com/uk/contact-us.html</a>.
- 7. The Promotional Period opens on 28<sup>th</sup> August 2019 and closes 17<sup>th</sup> November 2019. Promotional cans are subject to availability.
- 8. During the Promotional Period, 10 (ten) prizes are available to be won. Each prize is 1 (one) x £200 music event voucher. The total prize pool will amount to £2,000.
- 9. Claiming the prize:

Internet access is required. Upon finding a winning can, winners must email PringlesSingingCan@uponcloudnine.co.uk on or before the "Claim Date" (17.11.19) in order to claim their prize.

Winners must include the following information in the email;

- a. Full name including first name and surname
- b. Phone number and email
- c. A photo of the winning leaflet which will be found in the can, showing the unique reference number. The code will represent the following: 10 digits, made up of numbers and letters for example: number1234

Within 28 working days, the winner will be contacted by a representative from Cloud Nine on behalf of Pringles to arrange the prize. Please allow up to 60 working days to receive the prize.

10. Prize Details:

- a) Upon successful completion of the prize claim and verification process described in clause 9, the voucher will be supplied to winners via email in the form of a code to be used on the voucher supplier's website.
- b) Internet access will be required to use your voucher.
- c) Tickets purchased using your vouchers may require access to a printer.
- d) The vouchers will be valid for 12 months from the date of activation.
- e) Winners will be required to create an account or sign in to an existing account on the voucher supplier's website in order to use their voucher.
- f) Vouchers can be used to purchase tickets to worldwide events subject to specific event exclusions.
- g) Vouchers cannot be used to purchase new gift cards by way of extending validity.
- h) Vouchers cannot be used in conjunction with any other discount.
- i) You will not be able to use your voucher once it has expired or claim a refund for any unused funds.
- j) Full Terms and Conditions applying to the use of the voucher will be available upon receipt of your voucher.
- 11. Winners may be required at any time to present the receipt of the product purchase, the product batch code or the musical device placed inside the Pringles can.
- 12. This is an email-in promotion only, there is no postal or telephone application route.
- 13. If a consumer believes they have a winning can and encounters any of the following problems;
  - a. the winning can does not make a sound;
  - b. there is no reference to / an issue with the legibility of the unique reference number;

Please visit https://www.pringles.com/uk/contact-us.html to contact Pringles' Consumer Careline.

- 14. It is the responsibility of the winner to supply the correct personal information to claim the prize. The Promoter will not be liable for the non-delivery of the prize caused by the provision of wrong information.
- 15. Prizes that are undelivered or returned to sender will be deemed unwanted and the prize/reward will be forfeited. The prize will not be re-allocated.
- 16. If for any reason, none or not all of the 10 (ten) prizes are claimed or awarded by the claim date, no additional winning Promotional Cans will be produced.
- 17. Winning Promotional Cans must not be sold for commercial gain in any way, including without limitation, on online auction sites. If the Promoter becomes aware that a winning Promotional Can has been made available for sale, bought or sold, the Promoter reserves the right to refuse to redeem the winning Promotional Can without payment of compensation to the entrant who submits the relevant winning Promotional Can for verification as a valid claim.

- 18. 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.
- 19. To the fullest extent permissible by law, neither the Promoter, nor their respective parents, affiliated companies, or subsidiaries, shall be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the promotion or use of any prize.
- 20. There are no other prize alternatives available in whole or in part and for a non-cash prize, no cash alternatives except in the event of circumstances outside of its control, when the Promoter reserves the right to substitute similar alternatives of equal or greater value. Unless otherwise agreed in writing by the Promoter the prizes will only be awarded directly to the winners.
- 21. Insofar as is permitted by law, the Promoter's decision is final with regard 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. The Promoter reserves the right to verify any prize claim including, but not limited to, name, address, and any winning Promotional Can. Only valid codes will be accepted.
- 22. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, 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 participants in order to avoid undue disappointment.
- 23. The Promoter does not take responsibility for, recommend or guarantee the performance of any contractual or other obligations of third parties associated with the prize and shall not be liable for any acts or omissions (including fraud) committed by any third party.
- 24. Any information collected regarding entrants into this promotion will be treated in confidence in accordance with Pringles' Privacy Policy <a href="https://www.pringles.com/uk/privacy-policy.html">https://www.pringles.com/uk/privacy-policy.html</a> and will be used solely to administer the Promotion and for no other purpose unless explicit consent is gained.
- 25. 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.
- 26. These Terms and Conditions shall be governed by English law and participants submit to the exclusive jurisdiction of the courts of England and Wales.

<u>PROMOTER:</u> Registered office: Pringles International Operations SARL, 10, Chemin de Blandonnet, 1214 Vernier (Geneva), Switzerland.