TM,®,© 2021 KELLOGG Europe Trading Limited

Convenience retail store managers/owners only. Prizes may be transferred to store employee upon allocation. UK only. Entrants must be 18+. Open from 00:00 17.05.2021 to 23.59 11.07.2021. Internet access required. To enter weekly prize draws: (1) Create a display of Pringoooals promotional products (200g) 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. 8 x 'Hat-Trick of Prizes' packages to be won. Each prize package includes; £1,000 cash prize paid via BACS or cheque, 1 x Sony Smart TV (RRP £595) and 1 x Sony Bluetooth Speaker (RRP £99).1 winner per week. 8 winners in total. 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:

- The promotion is open to all convenience retail store managers/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 19) that they are a store manager/owner of a convenience retailer. Full prize package may be transferred to store employee upon allocation, or prize package can be split between the store employee and store manager upon allocation.
- 4. Max 1 prize per store.
- 5. Internet access required.

#### Promotional Period:

6. The promotion is open from 00:00:00hrs on 17.05.2021 to 23:59.59hrs on 11.07.2021.

#### How To Enter:

- Create a display of Pringooals promotional products (200g) 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>
- 8. 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.
- 9. Display photo must feature Pringoooals promotional products (200g) to be valid for entry. Participating products listed below:
  - a. Pringles Original 200g
  - b. Pringles Soured Cream & Onion 200g
  - c. Pringles Salt & Vinegar 200g
  - d. Pringles BBQ 200g
  - e. Pringles Paprika 200g
  - f. Pringles Cheese & Onion 200g
  - g. Pringles Prawn Cocktail 200g
  - h. Pringles Bacon 200g
  - i. Pringles Pulled Pork Burger 200g
  - j. Pringles Doner Kebab 200g
  - k. Pringles Original 200g PMP
  - I. Pringles Soured Cream & Onion 200g PMP
  - m. Pringles Salt & Vinegar 200g PMP
  - n. Pringles BBQ 200g PMP
  - o. Pringles Prawn Cocktail 200g PMP
- 10. 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.
- 11. 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:

- 12. There are 8 x 'Hat-Trick of Prizes' packages available to be won. Each prize package will include;
  - a. £1,000 cash prize paid via BACS UK bank account required for transfer or cheque.
  - b. 1 x Sony 43-inch LED 4K Ultra HD Smart TV (RRP £595).
  - c. 1 x Sony XB21 Extra Bass Portable Bluetooth Speaker (RRP £99).
- 13. 1 x winner will be selected every week of the 8-week promotional period against judging criteria in clause 17 and notified using details provided (see clauses 18-23 for full claim process). If no entries have been received within a week's period, the prizes will then be rolled over into the following week. This will occur throughout the duration of the 8 week promotion.
- 14. 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.
- 15. Any tax liability arising from receipt of the prize will be the responsibility of the recipient.

#### Winner Selection:

- 16. All entrants received during each week period will be collated for judging, which will take place within 7 days of the week closing. Weekly promotional periods below:
  - a. Week 1 opens 00:00 17.05.2021 and closes 23:59 23.05.2021
  - b. Week 2 opens 00:00 24.05.2021 and closes 23:59 30.05.2021
  - c. Week 3 opens 00:00 31.05.2021 and closes 23:59 06.06.2021
  - d. Week 4 opens 00:00 07.06.2021 and closes 23:59 13.06.2021
  - e. Week 5 opens 00:00 14.06.2021 and closes 23:59 20.06.2021
  - f. Week 6 opens 00:00 21.06.2021 and closes 23:59 27.06.2021
  - g. Week 7 opens 00:00 28.06.2021 and closes 23:59 04.07.2021
  - h. Week 8 opens 00:00 05.07.2021 and closes 23:59 11.07.2021
- 17. Judging will take place and winners will be contacted within 7 days of each week period closing. 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.

- 18. Winners will be contacted within 7 days after the completion of each week's judging process using 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 will be called to be verified and to arrange delivery of their prize (see clause 19 for full verification process). 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.
- 19. 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, details for delivery of prizes (Sony 43-inch LED 4K Ultra HD Smart TV and Sony XB21 Extra Bass Portable Bluetooth Speaker) 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 and invoice/order confirmation) or any valid proof of ownership or their role as store manager. To receive their cash prize, the winner will also be asked:
  - a. To provide their bank details for the BACs transfer of the £1,000 cash prize, the name on the bank account will be confirmed to ensure that it matches the name of the prize winner. The winner (or nominated employee receiving the prize) will be asked to share their bank details when phoned for verification.
  - b. The winner can request their £1000 cash prize to be fulfilled by cheque rather than BACs transfer and when verified will be asked to confirm their store name and address for this to be fulfilled.
- 20. 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, store address and telephone number and following the verification process in clause 19.

- Entrants must have a UK bank account to receive the £1,000 cash prize. The bank details will be stored in a secure location and will only be used for the purpose of the promotion. Bank details will be deleted 3 months after the closing date.
- 22. Once the winner (or nominated employee) has successfully confirmed all details for prize fulfilment and completed the verification process, the Sony 43-inch LED 4K Ultra HD Smart TV and Sony XB21 Extra Bass Portable Bluetooth speaker will be sent to the confirmed address, addressed to the allocated prize winner (or nominated employee) via courier and will require a signature as proof of delivery. A BACs payment for the £1,000 cash prize will be transferred to the bank details provided by the prize winner (or nominated employee). If a cheque has been requested, this will be posted 1<sup>st</sup> class via Royal Mail to the confirmed address, addressed to the allocated prize winner and will arrive within 28 days of claim. The cheque must be cashed within 8 weeks from the date of delivery otherwise the cheque will be void. If the prize winner (or nominated employee) does not receive their cheque, the promoter must be contacted within 56 days from the date of claim to receive a replacement. The winner (or nominated employee) should expect to receive their prizes within 28 days of claiming.
- 23. If the prize winner (or nominated employee) does not receive their prizes within 28 days, please contact Pringles customer care team on 0800 568 4035 for delivery details or tracking information.
- 24. It is the responsibility of the entrant (or nominated employee) 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 (or nominated employee) failing to supply accurate information which affects prize acceptance or delivery of their prize.
- 25. 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.
- 26. The winner (or nominated employee) 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.

27. 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 11.10.2021, 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:

- 28. 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.
- 29. 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.
- 30. 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.
- 31. The Promoter's decision is final and binding. No correspondence will be entered into.
- 32. 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.
- 33. 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.

34. 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 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:

35. As part of the promotion, we collect email address, full name, store address, telephone number and bank details in order to verify and organise/dispatch of the prize to each winner (or nominated employee) 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 (or nominated employee) 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 https://www.pringles.com/uk/privacypolicy.html.You can request access to your personal data, or have any inaccuracies rectified, by sending an email to displays@pringlespromotions.co.uk.