# **Short Terms & Conditions**

\*ROI 18+ only. No purchase required. Valid from 31.03.21 to 27.04.21. x3 Xbox Gaming Kit to be won. Each kit includes Xbox Series X Console, Maxnomic® Xbox 2.0 Pro & Stealth 600 GEN 2 Headset. Max 1 prize per person. Max 1 entry per person per day. For full T&Cs, visit pringles.com/texttowin. Promoter: Kellogg Company of Ireland Limited, 3 Dublin Airport Central, Dublin Airport, Ireland.

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# **Full Terms & Conditions**

- These Terms & Conditions ("T&Cs") 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 these T&Cs and by entering this promotion (the "Promotion"), all
  entrants will be deemed to have accepted and be bound by these T&Cs. Please retain a copy for
  your records.
- 2. Promoter: Kellogg Company of Ireland Limited, 3 Dublin Airport Central, Dublin Airport, Ireland. Company registration number 49450.

## Eligibility

- 3. The Promotion is only open to legal residents of the Republic of Ireland aged 18 and over.
- 4. The Promotion excludes employees of Kellogg Company of Ireland Limited (the "Promoter"), their immediate families, its affiliated companies, distributors, agents or anyone else professionally connected to the Promotion.
- 5. No purchase necessary.
- 6. Access to a mobile device is required.
- 7. Max one entry and prize per person per day for the duration of the Promotion.

#### **Promotion period**

8. The Promotion is open from 00.01 on 31 March 2021 to 23.59 on 27 April 2021 inclusive (the "Promotional Period")

### **Entry requirements**

9. To enter, entrants must text the word PRINGLES followed by a space and their full name to 50400 during the Promotional Period. Any entries made outside of the Promotional Period will not be valid. Entrants are advised to take care when typing the details as listed above. Uppercase and lowercase letters will both be accepted. However, for the avoidance of doubt, misspellings of the entry text code will be disqualified, and the Promoter will not be held responsible for mistypes.

10. Only entrants that have followed the instructions listed in Clause 9 above will be entered into the prize draw.
11. Entries are limited to one per mobile number per day. Any additional entries will not count.
12. All text entries will be free of charge in the Republic of Ireland.
13. Entries are limited to one (1) entry per person per day. Any additional entries will not count. Any entrant who tries to circumvent this condition by, for example, the use of multiple handsets or multiple identities will be disqualified. Entries (bulk or otherwise) made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by e.g. the use of 'script', 'brute force' or any other automated means, that entrant will be disqualified, and any previously allocated prize award will be deemed void.
14. 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.
15. 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.
16. Text messages received from the Promoter will be at the Promoter's cost
<u>Prizes</u>
18. There are 3 prizes (Xbox Gaming Kits) available to be won in total during the Promotional Period, each consisting of 3 separate items (please see clause 19).
19. Each prize consists of one (1) Xbox Series X Console, one (1) Maxnomic® Xbox 2.0 Pro and one (1) Stealth 600 GEN 2 Headset.
20. One prize per person.
21. 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, at its discretion, the right to substitute a similar prize of equal or greater value.

- 22. The prizes in whole or in part are non-transferable unless otherwise agreed in writing by the Promoter.
- 23. The Promoter is not liable for the way in which the prizes are used by winners.

# Winner selection and notification

- 24. All eligible entries will be entered into the prize draw. Winners will be selected via random prize draw within 14 working days after the Promotion Period.
- 25. The draw will be performed by an independent third party.
- 26. Winning entrants will be contacted by phone call and/or text message within 5 working days of the draw via the mobile number provided on entry.
- 27. Winning entrants will have 14 working days from first contact to respond with their personal details for prize fulfilment (including full name and nominated delivery address). In order to respond, winners must send these details to the email address provided in the phone call/text message. Failure to respond within this timeframe may result in the entrant being disqualified and the prize awarded to a reserve entrant selected in the same manner as above. 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 selected as winners.
- 28. 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 must be provided within 7 calendar days after such a request is made), and to:
  - a. refuse to award a prize or withdraw a prize entitlement; and/or
  - b. prevent further participation in the Promotion and disqualify the entrant(s),

where there are reasonable grounds to believe there has been a breach of these T&Cs, the spirit in which the Promotion is to be conducted, any instructions forming part of the Promotion's entry requirements or otherwise, where an entrant has gained unfair advantage in entering the Promotion or been selected as a prize winner using fraudulent means.

# **Prize delivery**

29. It is the responsibility of the winner to supply the correct personal information (outlined above) to claim their prize. The Promoter will not be held liable for non-delivery of a prize due to the provision of incorrect information.

- 30. Prizes that are undelivered or returned to sender will be deemed unwanted and such prizes forfeited and allocated to a reserve entrant as detailed in Clause 27 above.
- 31. Though every effort will be made to ensure that winners receive their Xbox Gaming Kit within 14 days of winner confirmation and verification, a period of 20 days should be allowed to lapse before winners contact the Promoter or its agencies for further information as to the whereabouts of an unfulfilled Xbox Gaming Kit prize.
- 32. Prizes will be delivered via courier and items included in Xbox Gaming Kit (3 items total please see clause 19) may be delivered separately.

### **Data protection**

- 33. The Promoter will only use personal details supplied by entrants for the administration of the Promotion and for no other purpose, unless the relevant entrants' consent has been provided. Entrants' personal details will at all times be kept confidential and in accordance with current data protection legislation. Click www.kelloggs.co.ie/en\_IE/privacy-policy.html for the Promoter's Privacy Policy. Entrants may request access to their personal data, or have any inaccuracies rectified, by contacting www.pringles.com/ie/contact-us.html. By participating in the Promotion, entrants agree to the use of their personal data as described in these T&Cs. The Promoter will only share entrants' data with our fulfilment partners for the purposes of and in order to fulfil this Promotion.
- 34. If required by a regulatory authority, and/or if the Promoter considers it lawful, necessary or appropriate to do so, the Promoter may elect to make available a list of winners' surnames and/or counties of residence to members of the public or regulators who request such details within 3 months following the end of the Promotion Period. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting www.pringles.com/ie/contact-us.html. The Promoter may nevertheless disclose such information to the Advertising Standards Authority if required to do so. Entrants may request a copy of the winners list by contacting www.pringles.com/ie/contactus.html. We reserve the right to refuse any or all such requests.

#### General

- 35. The Promoter is not responsible for the acts or default of third-party suppliers but will endeavour to resolve any issues that may arise.
- 36. The Promoter's decision is final with regard to all matters regarding the Promotion and no correspondence will be entered into.
- 37. If, for any reason, any aspect of the Promotion is not capable of being run as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised

intervention, fraud, technical failures, unforeseen issues with stock delivery 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, suspend or cancel 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 T&Cs, the Promoter will not be liable for any failure to perform or delay in performing its obligations.

- 38. Winners agree to participate in any reasonable publicity required by the Promoter, subject to their prior consent.
- 39. 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 the 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 the applicable law.
- 40. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these T&Cs and the remaining clauses shall survive and remain in full force and effect.
- 41. The Promotion is governed by the laws of Ireland and is subject to the exclusive jurisdiction of the Irish courts.