

Client: Kellogg's
Brand: Pringles ROI
Project: Pringles Gaming ROI TTW 2020
Version: V1
Date: 4th August 2020



TERMS & CONDITIONS

Short Terms & Conditions

ROI only. 18+. Promotion valid 14.09.20 to 31.10.20. No purchase necessary. To enter, text PRINGLES and your full name to 51777. Texts charged at standard network rate and may not be included in any text-inclusive package. One entry and prize per person. 70 x 12-month Xbox Game Pass Ultimate tokens available to be won. All entries entered in draw and winners randomly selected and notified by 20.11.20. 14 days to claim prize. Redeem Game Pass by 31.01.21, new Xbox Game Pass members only. Existing Xbox Game Pass members are not eligible to redeem a prize. Redeeming automatically upgrades existing Xbox Live Gold membership(s) to Xbox Game Pass Ultimate at a conversion ratio each based on days remaining. Once upgraded, you cannot re-convert back to previous membership. Game catalogue varies over time, xbox.com/gamepass. Visit www.pringles.com/ie/tsandcs.html for full T&Cs.

Full Terms & Conditions

1. 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, Suite 3, One Earlsfort Terrace, Lower Hatch Street, DUBLIN 2, 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 for the duration of the Promotion.

Promotion period

8. The Promotion is open from 00.01 on 14 September 2020 to 23.59 on 31 October 2020 inclusive (the “Promotional Period”).

Entry requirements

9. To enter, entrants must text the word PRINGLES followed by a space and their full name to 51777 during the Promotional Period. Any entries made outside of the Promotional Period will not be valid and may still be charged. **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. Please note that incorrect texts may still be charged.**
10. Only entrants that have followed the instructions listed in Clause 9 above will be entered into a prize draw to win one of 70 x 12-month Xbox Game Pass Ultimate tokens.
11. Entries are limited to one per mobile number. Any additional entries will not count, and you may still be charged.
12. Entry into the Promotion is valid for **new Xbox Game Pass members only**. Existing Xbox Game Pass members will not be eligible for entry into the Promotion. To be eligible to enter the Promotion, you must be new to the Xbox Game Pass service.

If you have subscribed to either of the following, you will be deemed ineligible for entry in this Promotion:

- i. Xbox Game Pass for Console;
- ii. Xbox Game Pass for PC;
- iii. Xbox Game Pass Ultimate; or
- iv. Have previously taken a trial or introductory offer for any Xbox Game Pass subscription.

For full details, please visit: <https://www.xbox.com/en-IE/xbox-game-pass>.

13. Text messages will be charged at the relevant network provider's standard rate but may not be included within a prepaid text package (as fees vary by network provider). Please check with the billpayer before entering the Promotion.
14. Entries are limited to one (1) entry per person per day. Any additional entries will not count, but you may still be charged. 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.
15. 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.
16. 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.
17. Text messages received from the Promoter will be at the Promoter's cost.

Prizes

18. There are 70 prizes available to be won in total during the Promotional Period.
19. Each prize consists of one (1) x 12-month Xbox Game Pass Ultimate token and is **valid for new Xbox Game Pass members only**. For the avoidance of doubt, Xbox Game Pass tokens for new Xbox Game

Pass members are automatically verified against existing Xbox Game Pass users. If the Xbox Game Pass Ultimate token does not work, this means there has been an attempt to redeem the Xbox Game Pass Ultimate token against an existing Xbox Game Pass account. Please ensure that you do not already have an existing Xbox Game Pass account before redeeming the 12-month Xbox Game Pass Ultimate token.

20. One prize per person, per Xbox account.
21. To claim the prize if participants do not already have an Xbox Game Pass account, participants must:
 - i. Visit www.xbox.com/game-pass;
 - ii. Go to **Sign In** and create an account;
 - iii. Follow the instructions on screen to claim your Xbox Game Pass Ultimate token.
22. Redeem your Xbox Game Pass code(s) at www.microsoft.com/redeem.
23. After term, active membership is required to play games and online multiplayer. Game catalog varies over time. DLC sold separately; if a game is removed from Xbox Game Pass or your membership ends, you will need to purchase the game separately to use your DLC. Details and system requirements at www.xbox.com/gamepass.
24. If you're already an Xbox Live Gold member, any days remaining in your membership(s) will be converted to Ultimate using a conversion ratio. Future code redemptions also subject to conversion ratio. All conversions to Ultimate are final. For more information visit xbox.com/gamepass.
25. 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.
26. The prizes in whole or in part are non-transferable unless otherwise agreed in writing by the Promoter.
27. Participants do not need to enter their debit or credit card details in order to redeem the Xbox Game Pass Ultimate token.
28. Xbox Game Pass Ultimate tokens must be redeemed by 31 October 2021. For the avoidance of doubt, all Xbox Game Pass Ultimate tokens will become invalid after this date.
29. The Promoter is not liable for the way in which the prizes are used by winners.
30. For full details on how to use your Xbox Game Pass Ultimate token, visit <https://www.xbox.com/en-IE/xbox-game-pass>.

Winner selection and notification

31. All eligible entries will be entered into the prize draw. Winners will be selected via random prize draw within 10 working days after the Promotion Period.
32. The draw will be performed by an independent third party.
33. Winning entrants will be contacted by text message within 5 working days of the draw via the mobile number provided on entry.
34. 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 listed in the 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.

35. 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

36. 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.**
37. 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 34 above.
38. Though every effort will be made to ensure that winners receive their 12-month Xbox Game Pass Ultimate token within 24 hours of winner confirmation and verification, a period of 10 days should be allowed to lapse before winners contact the Promoter or its agencies for further information as to the whereabouts of an unfulfilled 12-month Xbox Game Pass Ultimate token.
39. Prizes will be delivered digitally via email.

Data protection

40. 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.
41. 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/contact-us.html. We reserve the right to refuse any or all such requests.

General

42. The Promoter is not responsible for the acts or default of third party suppliers but will endeavour to resolve any issues that may arise.

43. The Promoter's decision is final with regard to all matters regarding the Promotion and no correspondence will be entered into.
44. 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 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.
45. Winners agree to participate in any reasonable publicity required by the Promoter.
46. 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.
47. 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.
48. The Promotion is governed by the laws of Ireland and is subject to the exclusive jurisdiction of the Irish courts.