



COMPETITION TERMS AND CONDITIONS AND SCHEDULE

Introduction

These Competition Terms and Conditions shall be applicable to all promotional competitions organized by the Kellogg Company of South Africa (Pty) Ltd ("Kellogg's"). The specific details (name of the promotional competition, competition period; qualifying Kellogg's product(s); prize details; entry mechanic and details of the competition draw) of any promotional competition shall be available upon request, which request can be made to consumer.sa@kelloggs.com and LegalSA@kellogg.com and can also be requested from the Participating Store where the promotional competition is advertised. For enquiries, contact: consumer.sa@kelloggs.com, or call 0860 200 601 between 08h00 and 16:30 on weekdays.

Definitions

Unless the context provides otherwise, the words and expressions set out below will have the following meanings and cognate expressions shall have corresponding meanings:

1. **"Competition"** means the promotional competition organized by the Promoter and open to all people residing in the Republic of South Africa.
2. **"Competition Period"** means the period set out in **Clause 2** of the Schedule to the terms and conditions which can be requested for the particular competition as envisaged in the introduction clause above.
3. **"Goods"** means the goods set out in **Clause 3** to the terms and conditions which can be requested for the particular competition as envisaged in the introduction clause above.
4. **"Participant"** means a person who enters the Competition.
5. **"Participating Stores"** mean retailers of the Goods in the Republic of South Africa which are approved by the Promoter to participate in the Competition.
6. **"Promoter"** means Kellogg Company of South Africa (Proprietary) Limited (Registration Number: 1948/0302591/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
7. **"Prize"** means the prize set out in **Clause 4** to the terms and conditions which can be requested for the particular competition as envisaged in the introduction clause above.

Application of Terms and Conditions

By choosing to enter the Competition, the Participant agrees to be bound by the following terms and conditions, which the Participant acknowledges to have read and understood.

Entry Requirements

1. In order to be eligible for Participation in this Competition an entrant must:
 - 1.1. Be a South African citizen or permanent resident over the age of 18 (eighteen) years. Persons under the age of 18 years may not participate in the Competition, unless they have received written consent to do so by their parent or legal guardian, which shall be provided to Kellogg's upon request;
 - 1.2. successfully enter the Competition in accordance with the entry mechanism set out in clause 5 of the Schedule to the terms and conditions which can be requested for the particular competition as envisaged in the introduction clause above.
 - 1.3. agree to permit the Promoter to collect his/her personal information for the purpose of the Competition and the Promoter's product marketing and development; and
 - 1.4. undertake to abide by these Rules.
2. Participants may only enter this Competition through the mechanic set out in **Clause 5** of the Schedule to the terms and conditions which can be requested for

the particular competition as envisaged in the introduction clause above.

3. Entries via any other mechanic (other than that in **Clause 5** of the Schedule to the terms and conditions which can be requested for the particular competition as envisaged in the introduction clause above) shall not be considered.
4. Only entries received within the Competition Period will be considered. The Competition closes at midnight on the Closing Date as specified in **Clause 2** of the Schedule to the terms and conditions which can be requested for the particular competition as envisaged in the introduction clause above (the "Closing Date") and no other entries thereafter shall be considered.

Award Terms

1. The Prize winners shall be determined via random draw as set out in the Schedule.
2. Any prize not taken up for any reason within two months of notification will be forfeited.
3. All winners will be required to provide their names and contact details and to sign an acknowledgment of receipt of the prize.
4. In the event that the Prize winner cannot be successfully contacted within 24 hours of the final decision or is unable, for any reason whatsoever, to accept the prize, a replacement winner will be randomly drawn from the remaining qualifying participants in the draw in accordance with same process and procedures as applicable to the original draw.
5. The Qualifying Products are subject to availability at the time of purchase. The Promoter shall not be liable for stock shortages due to the demand driven by this Competition.
6. Kellogg reserves the right, at its sole discretion, to substitute the Prize with any other prize of comparable or greater commercial value for whatever reason.

Use of Personal Information

1. Personal information is information relating to a Participant. Personal information includes a Participant's identity number, passport number and contact details as well as any photograph (if applicable).
2. This information may be collected by the Promoter or its agency on behalf of the Promoter for the purpose of this Competition such as, but not limited to Competition draw, contacting any participant's, finalists and/or winner/s, announcing any finalists and/or winner/s.
3. At all times, any personal information shall be transferred to the Promoter in accordance with the laws of the Republic of South Africa implementing security measures in accordance with applicable laws to safeguard the Participant's personal information.
4. By entering this Competition and providing the required information, a Participant agrees that the Promoter and/or its agent may use his/her personal information in connection with the Competition. Save for personal information that the Promoter is required or authorized by law to collect, the provision of such personal information is voluntary, but should the Participant not provide all the required information then such Participant may not be able to participate in the Competition.
5. As far as the law allows, each Participant agrees and gives the Promoter and/or its agent permission to collect, get, receive, record, organize, collate, store, update, use and share all of his/her personal information for all purposes relating to the Competition. The Participant also agrees to the Promoter sharing the personal information with



third parties for the purposes set out above. Furthermore, the Participant understands and agrees that his/her personal information may be transferred to and accessed from locations outside South Africa, and the Participant hereby agrees to the transfer of personal information to locations outside South Africa for the purposes set out above.

6. A Participant may ask the Promoter at any time to correct or confirm any personal information if it is wrong or out of date. At all material times hereto, the personal information processed by Kellogg will be managed in terms of its Privacy Notice, which is available at https://www.kelloggs.co.za/en_ZA/privacy-policy.html.
7. Each Participant warrants that he/she has the authority to allow the Promoter to use his/her personal information for purposes of the Competition. The Promoters will not use any Participant's personal information in any way which breaks the law and undertakes to keep all personal information of Participants secure and for as long as the law requires.
8. The Participant agrees that any photographs taken of them in relation to this Competition become the property of the Promoter to use in any marketing campaigns as the Promoter deems fit and the Participant hereby consents to the usage of his/her photograph and/or full names to be used in any marketing campaigns and/or Competition announcements. The Participant shall have no claim for any compensation for use of the photograph.

Warranties and Indemnities

1. The Promoter, its employees, officers, directors, agents and associates and the Participating Stores, their employees, officers, directors, agents and associates (the "**Indemnified Parties**") shall not be liable for and the Participants hereby indemnify and hold the Indemnified Parties harmless from any claim, liability, cost, expense or penalty suffered or incurred by any person as a result of participating in the Competition.
2. In the event that the award of a Prize is subject to any bank charges and/or has any tax implications and or any other cost then Kellogg reserves the right to adjust such Prize to accommodate such charges and costs.
3. Where products are given as part of the Prizes, all such products are subject to all applicable warranties, guarantees and instructions of use accompanying such products.
4. Participation in this Competition and subsequent use of a Prize is at the Participant's and/or Winner's own risk. Participants and Winners hereby indemnify and hold harmless Kellogg, the Agency, either or both of their employees, agents, organisers of this Competition, advertising agencies, advisers and any other related parties, against all claims, losses and liability whether direct or indirect incurred by any Participant or Winner arising from or in connection with this Competition, including without limitation, personal injuries, death and property damage and claims based on publicity rights, defamation or invasion of privacy, howsoever arising.
5. Kellogg shall not be responsible for any misrepresentation caused due to an unintentional copying error, typing error or an error by omission that may occur on any of its promotional material or social media in relation to this Competition.

Force Majeure

1. In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Promoter preventing them from the performance of any obligation to a Participant (any such event hereinafter called "**Force**

Majeure") then the Promoter shall be relieved of all such obligations to the Participant during the period that such Force Majeure continues and shall not be liable for any delay or failure in the performance of any obligations or loss or damage which the Participant may suffer due to or resulting from the Force Majeure.

General

1. The Promoter may in its sole and absolute discretion amend these terms and conditions at any time, by publishing the revised terms and conditions on the website in Clause 6 of the Schedule.
2. The Competition is not open to any director, member, partner, owner, employee, agent of, consultant to, or anyone associated with or affiliated to the Promoter or its agent.
3. In the event of a dispute regarding any aspect of the Competition and/or these terms and conditions, the Promoter's decision will be binding and final and no correspondence will be entered into.
4. In the event of a dispute regarding a winner chosen in accordance with above, the decision of an independent admitted attorney duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
5. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.