



COMPETITION TERMS AND CONDITIONS AND SCHEDULE

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 competition listed in **Clause 1** of the Schedule annexed to these terms and conditions (**"Schedule"**), 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.
3. **"Goods"** means the goods set out in **Clause 3 of the Schedule**.
4. **"Participant"** means a person who enters the Competition, subject to the requirements set out in **Clause 1**.
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" and "Kellogg"** means Kellogg Company of South Africa (Proprietary) Limited (Registration Number: 1948/030259/07) 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** of the Schedule.

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 upon request;
 - 1.2. successfully enter the Competition in accordance with the entry mechanism set out in **Clause 5 of the Schedule**;
 - 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**.
3. Entries via any other mechanic other than that in **Clause 5 of the Schedule** 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** (the **"Closing Date"**) and no other entries thereafter shall be considered.

Award Terms

1. The Prize winners shall be determined via a 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, 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 and by 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 contravenes 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. Should a Winner not wish for their photograph to be taken and used for purposes of this Competition, then the Participant will inform the Promoter in writing of their wish.

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, lockdown, pandemic, epidemic, 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 stipulated 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(s).
3. The Promoter will ensure that an independent accountant, registered auditor, attorney or advocate oversees and certifies the conducting of the competition. The Promoter, through its appointed Agent will conduct verifications on Participants to confirm that the Participant is lawfully entitled to be selected as a Winner. Should a Participant fail and/or refuse to provide the Promoter or its agent with any information that is necessary in this verification process, the Participant will be disqualified from being selected as a Winner.
4. 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.
5. In the event of a dispute regarding a Winner chosen in accordance with above, the decision of an independent Chartered Accountant, duly appointed by the Promoter will be final and binding and no other correspondence will be entered into.
6. The Promoter reserves the right to cancel, suspend or terminate the Competition at any time and without notice to the Participants.
7. All enquiries regarding the Competition should be sent to the Promoter at the details set out in **Clause 7 of the Schedule**.



Schedule

No.	Reference	Detail
1.	Competition Name	Kellogg's 100 years – Checkers Breakfast Better
2.	Competition Period	1. This Competition will commence at 00:01 on 1 July 2023 and will close on 30 September 2023 at 23:59. 2. Entries received after the closing date and time will not be considered. The Promoter will not be held responsible for any entries not being received due to technical issues.
3.	Qualifying Kellogg Product/s	1. Participants are required to purchase any 2 (two) or more units from the following brands of Kellogg: a. Kellogg's Corn Flakes 1kg; b. Kellogg's All Bran Flakes 1kg; c. Kellogg's Granola Crunchy 700g; d. Kellogg's Fruit Mix 700g; ("Qualifying Product/s") 2. The Qualifying Products should be purchased from any Checkers or Checkers Hyper in South Africa ("Participating Stores"), using the Participant's Xtra Savings card. 3. The following Kellogg's products are excluded from the list of Qualifying Products and will not be eligible for this Promotional Competition: a. Kellogg's Corn Flakes 40g (single serve and multi-strip); and (in the following pack sizes: 1.2kg, 750g, 500g, 400g and 200g); b. Kellogg's All Bran Flakes 40g (single serve and multi-strip); and including High-fibre and Oat and Fruit Crunch (in the following pack sizes: 750g, 500g, 450g, 400g, 375g and 200g); c. Kellogg's Coco Pops including Crunchers, Chocos, Big 5, Fills (in the following pack sizes: 340g, 350g, 375g and 500g); d. Kellogg's Froot Loops (350g pack size); e. Kellogg's Strawberry Pops (350g pack size); f. Granola Crunchy/Fruit Mix/Nutty Delight/Tropical Delight (in the following pack sizes: 450g and 500g); g. Kellogg's Rice Krispies Original and Vanilla (in the following pack sizes: 400g, 510g and 600g); h. Special K (in the following pack sizes: 375g and 500g); i. Any product from the Kellogg's Granola Bar range (Oat & Yogurt and Cranberry & Linseed); j. Any product from the Kellogg's Noodles range (Beef, Chicken, Cheese and Durban Curry); k. Any 25g product of Kellogg's Coco Pops, Kellogg's Coco Pops Fills, Kellogg's Coco Pops, Kellogg's Chocos and Kellogg's Rice Krispies Vanilla; l. Any other Kellogg's product which is not a Qualifying Product.
4.	Prize details	1. There will be a total of 36 Winners and the total value of the Prizes is R400 000.00 (four hundred thousand Rand). 2. The Prizes ("Prizes") to be won are: a. Foodie Experience Prize: i. 6 (Six) Winners will be selected for the Foodie Experience Prize. ii. The Foodie Experience Prize will be a Breakfast <u>or</u> Masterclass Experience hosted by Chef Jan Hendrik Van der Westhuizen ("Jan Hendrik") where each Winner and one selected friend of the Winner can watch Jan Hendrik cook a menu, created by Jan Hendrik with Kellogg's Cereals and Checkers Forage & Feast ingredients. iii. This Foodie Experience Prize will be hosted at JAN Innovation Studio, Kloof Street Gardens <u>or</u> House of JAN in Tamboerskloof. The selection of the venue will be in the sole discretion of the Promoter. iv. The Promoter will book Standard Flights and transport from and to International Airports in South Africa for Winners who will need to fly to Cape Town. The decision of whether a Winner will require transportation by air, will be at the sole discretion of the Promoter. v. For Winners who will not need to fly to Cape Town (which decision will be at the sole discretion of the Promoter) will receive a travel allowance at the Standard AA



		Rate (as at the date of the draw) and to a maximum of a total (to the venue and return trip) 100km (one hundred kilometres). vi. The date of the Foodie Experience Prize will be in 2024 and the Promoter will communicate the selected date by 31 January 2024. vii. The Promoter will not be liable for any accommodation needs of the Winner and the friend of the Winner and any such related costs would be at the Winner's own cost. viii. If a Winner is unable to attend the Foodie Experience Prize on the selected date, the Prize will be forfeited. b. KitchenAid Appliance Prize: i. 30 (Thirty) Winners will be selected for the KitchenAid Appliance Prize. ii. Each Winner will receive 1 (one) KitchenAid appliance, which may be any of the following: KitchenAid KA 4.8L Stand Mixer; or KA Artisan K400 Blender; or KA Cordless Hand Blender. Should any of the listed appliances be out of stock, the Promoter reserves the right to substitute it with any other appliance with the same value as the particular KitchenAid appliance. iii. Selection of the KitchenAid appliance will be in the sole discretion of the Promoter. iv. Winners will not be able to select the type of appliance or the colour of the appliance. 3. Participants may enter multiple times, however regardless of the number of entries, Participants will only be entitled to 1 (one) Prize, should they be drawn as a Winner. 4. The Prize does not cover any other costs of the Winner whatsoever, which is not mentioned in these terms and conditions and the Promoter will not be liable or responsible to the Winner for any such costs. 5. By proceeding, you consent that the personal information you give, can be used by the Promoter and/or its agents for the purposes of this Competition. 6. The Prize will only be awarded to the respective Winners and the Winners may not nominate another person for receipt of the Prize.
5.	Entry Mechanic	1. Participants are required to purchase any 2 (two) of the Qualifying Products as listed in Clause 4 of this Schedule from a Participating Store. 2. By purchasing any 2 (two) of the Qualifying Products from a Participating Store and using a Checkers Xtra Savings Card, the Consumer will automatically be entered into the draw for the Competition. Participants are to retain their till slip. Only proof of purchase/ till slip(s) within the Competition Period will be valid. 3. Participants' contact details must be correct on their Xtra Savings Profile. If a Winner cannot be reached telephonically the Promoter reserves the right to select another Winner in terms of the rules of the Competition. 4. This Competition will be limited to the Republic of South Africa. 5. Winners must produce a valid Identity document. 6. The Promoter has the right to disqualify any Participant that cannot produce valid proof of purchase/ till slip(s).
6.	Draw dates	Potential winners will be drawn by 9 th October 2023. Potential Winners will be notified telephonically and the Promoter or its agent will conduct the verification checks as stipulated in the Terms and Conditions. After successful verification, Winners will be confirmed and informed telephonically to confirm the win.
7.	Website for Terms and Conditions	To Access the Terms and Conditions, you may visit our website at https://www.kelloggs.co.za/en_ZA/home.html or www.termsconditions.co.za
8.	Enquiry Phone Number and Email Address	For enquiries, contact: consumer.sa@kelloggs.com , or call 0860 200 601 between 08h00 and 16:30 on weekdays