



## 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: 1948/0302591/07) 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** 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](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.

### 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. 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 Chartered Accountant, 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.
6. 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	
2.	Competition Period	<ol style="list-style-type: none"> <li>This Competition will commence at 00:01 on 01 August 2023..... and will close on 30 September 2023..... at 23:59.</li> <li>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.</li> </ol>
3.	Qualifying Kellogg Product/s	<p>Participants are required to purchase any two (2) ("<b>Qualifying Product/s</b>") from the following brands of Kellogg:</p> <ol style="list-style-type: none"> <li>Kellogg's Coco Pops including Crunchers, Chocos, Big 5, Fills (in the following pack sizes: 340g, 350g, 375g and 500g);</li> <li>Kellogg's Froot Loops (350g pack size);</li> <li>Kellogg's Strawberry Pops (350g pack size);</li> <li>Kellogg's Rice Krispies Original and Vanilla (in the following pack sizes: 400g, 510g and 600g);</li> </ol> <p>from any of the Participating SPAR Retailer Stores. Participating Stores include any SPAR store selling the Qualifying Products.</p> <p>The following Kellogg's products are excluded from the list of Qualifying Products and will not be eligible for this Promotional Competition:</p> <ol style="list-style-type: none"> <li>Kellogg's Corn Flakes (all pack sizes): 1.2kg, 1kg, 750g, 500g, 400g, 200g and 40g);</li> <li>Kellogg's All Bran Flakes including High-fibre and Oat and Fruit Crunch (in all pack sizes): 1kg, 750g, 500g, 450g, 400g, 375g, 200g and 40g);</li> <li>Granola Crunchy/Fruit Mix/Nutty Delight/Tropical Delight (in all pack sizes: 450g, 500g and 700g);</li> <li>Any product from the Kellogg's Granola Bar range (Oat &amp; Yogurt and Cranberry &amp; Linseed);</li> <li>Any product from the Kellogg's Noodles range (Beef, Chicken, Cheese and Durban Curry);</li> <li>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;</li> <li>Any other product not listed as a Qualifying Product.</li> </ol>
4.	Prize details	<ol style="list-style-type: none"> <li>The Prizes ("<b>Prize</b>") to be won is Fifty (50) Nintendo Hampers which each consists of one (1) Nintendo Switch Handheld, one (1) Super Mario Bros U Deluxe and one (1) Mario Kart 8 Deluxe.</li> <li>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 the winner.</li> <li>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.</li> <li>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.</li> <li>The Prize will only be awarded to the respective Winner and the Winners may not nominate another person for receipt of the Prize.</li> <li>This Competition will be limited to the Republic of South Africa.</li> </ol>
5.	Entry Mechanic	<ol style="list-style-type: none"> <li>Participants are required to purchase any two (2) of the Qualifying Products as listed in Clause 4 of this Schedule.</li> <li>Products may be purchased from any Participating SPAR Retailer Store, nationally.</li> <li>Upon the Participant purchasing the two (2) Qualifying Products, the participant must swipe their SPAR Rewards card for automatic entry.</li> <li>The Winners must produce a valid Identity document.</li> </ol>
6.	Draw dates	Fifty (50) Potential winners will be drawn within two (2) working days after the competition period but no later than 4 October 2023.
7.	Website for Terms and Conditions	To Access the Terms and Conditions, you may visit our website at <a href="https://www.kelloggs.co.za/en_ZA/home.html">https://www.kelloggs.co.za/en_ZA/home.html</a>
8.	Enquiry Phone Number and Email Address	For enquiries, contact: <a href="mailto:consumer.sa@kelloggs.com">consumer.sa@kelloggs.com</a> , or call 0860 200 601 between 08h00 and 16:30 on week days.