



Kellogg Tolaram South Africa (Pty) Ltd

Reg: 2017/143027/07

1 Woodmead Drive
Building 7, Ground Floor
Woodmead
2196

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. **"Agency"** means Hirt and Carter (Proprietary) Limited (Registration Number: 1997/001767/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
2. **"Competition"** means the competition listed in **Clause 1** of the Schedule, organized by the Promoter and open to all people residing within the Republic of South Africa.
3. **"Competition Period"** means the period set out in **Clause 2** of the Schedule.
4. **"Goods"** means the goods set out in **Clause 3** of the Schedule.
5. **"Participant"** means a person residing within the Republic of South Africa who enters the Competition.
6. **"Participating Stores"** mean local registered retailers of the Goods in Kwa-Zulu Natal which are approved by the Promoter.
7. **"Promoter"** means Kellogg Tolaram South Africa (Proprietary) Limited (KTSA) (Registration Number: 2017/143027/07) a company duly incorporated in accordance with the company laws of the Republic of South Africa.
8. **"Prize"** means the prize set out in **Clause 4** of the Schedule.
9. **"Qualifying Products"** means the products of the Promoter specifically selected for this Competition and may exclude certain products offered by the Promoter.

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.

The Competition (Kellogg's Noodles Christmas Rush) is promoted by KTSA and is subject to the below terms and conditions:

1. The specific terms and conditions set out in Section A; and
2. The competition terms and conditions set out in Section B; and
3. The Schedule attached hereto.

Section A: Terms and Conditions specific to this competition

1. The Competition entry period will start at 00:00 on 18 November 2024 and will close at 23:59 on 20 December 2024.
2. All qualifying Participants will enter a random draw managed by the Promoter's Agency to stand a chance to win a share of R50 000.00 (Fifty Thousand Rand) in shopping vouchers.
3. The Competition is open to all South African citizens or permanent residents residing within the Republic of South Africa and are over the age of 18 (eighteen) years.
4. Participation into the Competition will be automatically awarded for the following:
 - 4.1. Purchasing 2 (two) or more Kellogg's Instant Noodles Chicken, Beef, Durban Curry, Cheese, Vegetable Curry or Hot and Spicy 5-pack Products from any of the Participating Stores and entering via USSD in the selected regions.

Entry Requirements

1. 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 (eighteen) 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 the Promoter 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 random draw as set out in **Clause 6** of the Schedule.
2. Any Prize not taken up for any reason within 7 (seven) working days 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 7 (seven) working days 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 the 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. The Promoter 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



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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 the Promoter 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 the Promoter 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 the Promoter, 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. The Promoter 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 7** 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 Agency.
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 Participant/s.
6. All enquiries regarding the Competition should be sent to the Promoter at the details set out in **Clause 8** of the Schedule.

Section B: General Terms and Conditions

1. These are the standard terms and conditions for competitions promoted by KTSA.
2. In the event of a conflict between the terms and conditions of Section A and Section B, Section A will prevail.
3. Your participation in the Competition and / or your acceptance of a Prize (in the event that you are Winner) constitutes your acknowledgement and acceptance of the terms and conditions set out in Section A and Section B.
4. 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.
5. Any transactions after the closure date of the Competition will be invalid and not considered as a qualifying mechanic, regardless of the reason for the late transaction.
6. The Promoter is not responsible for:
 - 6.1 Transactions not received by the Agency timeously or at all, regardless of the cause, including but not limited to technical malfunction and computer systems even if the problem was caused by the Promoter and / or its Agency.



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- 6.2 Any expenses incurred by the Participant for entering into the Competition and / or acceptance and / or use of the Prize, unless the Promoter clearly states that the Prize itself provides for such expenses.
- 6.3 Any misrepresentation caused due to an unintentional copy error, typing error or missing content on any promotional material.
7. The Promoter will use and process the information provided by the Participant for the purposes of the Competition.
8. It is the Participant's responsibility to ensure that all information provided to the Promoter is accurate, complete and up to date and that the Participant agrees that the Promoter may verify it. Should the Promoter find that any information provided by the Participant in connection with the Competition is invalid, inaccurate, false or misleading, the Participant's entry may be disregarded and the Participant may be prohibited from participating in any further Competitions for a period to be determined by the Promoter in its sole and absolute discretion.
9. The Promoter may require the Participant to provide additional information and documentation as may reasonably be required in order to process, confirm and facilitate the Participant's acceptance and / or use of the Prize. If the Participant refuses to provide the requested information or documentation, the Participant may forfeit the Prize. This decision will be at the discretion of the Promoter.
10. The Promoter does not make any representations or give any guarantees that:
- 10.1 The Participant's participation in the Competition will result in the Participant Winning the Prize.
- 10.2 The Prize, or any aspect thereof, will meet the Participant's requirements, preferences or expectations.
- 10.3 The Prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe, reliable or fit for any particular purpose.
11. Prizes are not transferable and may not be sold, deferred, changed or exchanged for cash or any other item.
12. Winners will be notified that they have won the Competition by means of the contact details associated with their account on the Promoter's system. If the Promoter or its Agent, is unable to contact a Winner within 7 (seven) working days of the Prize being awarded, or if the Winner is unable to claim the Prize within 7 (seven) working days for whichever reason, the Winner may forfeit the Prize.
13. If a Participant is a Winner in the Competition, the Promoter may request the following:
- 13.1 Publication of your Name in any media to promote the "Kellogg's Noodles Christmas Rush" campaign.
- 13.2 A specified minimum number social media posts and / or specific content regarding the campaign and Prize to be posted on the Winner's social media profiles using the specified tags and hashtags provided.
- 13.3 Use of all videos and / or photos taken by the Promoter of the Winner on the Promoter's social media profiles and within campaign related marketing communications.
- 13.4 Publication of the Winner's Name and / or a video and / or photos of the Winner in any media to promote and advertise the Promoter's brand, goods or services with no fees and royalties paid to the Winner.
14. The Promoter will use and process the information provided by the Participant for the purposes of the Competition.
15. The Promoter's decision on any matter concerning the Competition and / or arising out of these Terms and Conditions are final and no correspondence will be entered into.
16. The Promoter reserves the right to postpone, suspend, cancel or change the Competition at any time and for any reason without notice to the Participants and the Participants will have no claim against the Promoter or its agent as a result of such postponement, suspension, cancellation or change.
17. 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 7** of the Schedule.
18. By participation in the Competition, the Participant agrees to participation and acceptance and / or use of a Prize or any aspect thereof, being voluntary and at their own risk.
19. The Promoter will not be responsible for any claim, loss, damage, damages, injury or death, arising directly or indirectly ("Losses") that may be incurred or suffered by the Participant as a result of participation in the Competition and / or the acceptance of a Prize.



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Schedule

No.	Reference	Detail
1.	Competition Name	Kellogg's Noodles Christmas Rush: Stand a chance to win a share of R50 000,00 (Fifty thousand rands only) in shopping vouchers.
2.	Competition Period	1. This Competition will commence at 00:00 on 18 November 2024 and will close on 20 December 2024 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's Product(s)	Participants are required to purchase 2 (two) or more Kellogg's Instant Noodles Chicken, Beef, Durban Curry, Cheese, Veg Curry or Hot and Spicy 5-pack Products from any of the Participating Stores within the participating region. Any registered retailer or wholesaler stores in the region: Kwa-Zulu Natal only. Take note that no other Kellogg's products are eligible for this Promotional Competition, other than the Qualifying Products mentioned above.
4.	Prize details	1. The Prize to be won is 1 (one) of 50 (fifty) cash prizes of R1 000.00 (One thousand rands only) in shopping vouchers. 2. The Winners will be called directly on mobile to claim their Prize won and a verification process will follow. 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 the 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. By proceeding, you consent that if you win the Competition a photo of yourself will be posted on social media. 7. The Prize will not be transferable or negotiable. 8. This Competition will be limited to the Republic of South Africa.
5.	Entry Mechanic	Participants can enter this Competition as follows: Participants are required to purchase 2 (two) or more Kellogg's Instant Noodles Chicken, Beef, Durban Curry, Cheese or Hot and Spicy 5-pack Products from any of the Participating Stores AND Enter via USSD *120*24680#
6.	The Competition Draw	1. There will be 50 (fifty) draws for a Winner on or before 24 th of December 2024. 2. Winners will be selected by random draw. The draws will be overseen by an independent auditor in terms of the Consumer Protection Act. 3. The Winners will need to go through a verification/ vetting process and will be required to provide the following to the Agency : 3.1. Identification Document or Permanent Residence Permit 3.2. Copy of your purchase receipt. 4. The Winners will also be vetted to ensure that they have not won a previous Competition organized by the Promoter within the past 183 days, that they are not related to anyone who is a previous Winner or reside at the same address as any previous Winner or use the same telephone number as a previous Winner of any Competition run by the Promoter within the past 183 days. If the answer is yes to any of these, the Winners will not be allowed to be a Winner in terms of these terms and conditions. Any fraudulent activity confirmed or suspected will automatically allow the Promoter to disqualify the Winner(s).
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
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.