

Kellogg's Kids Crayola Promotion 2021

Terms and Conditions

1. Introduction

- 1.1. Participation in this competition is governed by these terms and conditions (the “Rules”).
- 1.2. Participants are encouraged to review the Rules before entering into the competition and acknowledge that they been given an appropriate opportunity to do so and that they understand and accept these Rules.
- 1.3. This competition is being promoted by Kellogg's South Africa (Proprietary) Limited (“Kellogg's”) in conjunction with TMARC (the “Agency”). .
- 1.4. Participation in the competition constitutes acceptance of these Rules and participants agree to abide by these Rules.

2. By participating in this competition, entrants agree to these rules.

- 2.1. The competition is promoted by Kellogg Company of South Africa (Proprietary) Limited (“Kellogg's”), who reserves the right in its sole discretion and to the extent permitted by law, to amend these rules at any time.
- 2.2. Participation in the competition constitutes acceptance of these rules and participants agree to abide by these rules.
- 2.3. These rules shall be governed by and interpreted according to the laws of the Republic of South Africa.
- 2.4. The competition is limited to residents of South Africa. In addition, the following people shall not be eligible to participate in this competition:
 - 2.4.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of Kellogg's and the Agency.
 - 2.4.2. People who are not legal residents and/or legal citizen of the Republic of South Africa
 - 2.4.3 Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
- 2.5. Persons under the age of 18 years are not permitted to participate.
- 2.6. The competition shall commence on the 1 February 2021 and will end on the 30 April 2021. No entries received after midnight on the 30 April 2021 will be considered.

3. Mechanics

To participate in this competition participants must adhere to the following:

- 3.1. Purchase any of the below mentioned specially marked qualifying products, namely:
 - 3.1.1. Coco Pops (350g)
 - 3.1.2. Coco Pops (500g)
 - 3.1.3. Rice Krispies Vanilla (400g)
 - 3.1.4. Rice Krispies Vanilla (600g)
- 3.2. Products may be purchased from any retail stockist nationally. Please note that no other Kellogg's products are eligible for this promotion, other than those products mentioned above.
- 3.3. The qualifying products are subject to availability at time of purchase.
- 3.4. After the participant purchases a qualifying Kellogg's product the participant must dial the USSD code *120*642*UniqueCode# and follow the prompts.
- 3.5. The Unique Code is found inside promotional packs.
- 3.6. Participants will be required to answer a single qualifying question per interaction to opt-in or opt out of receiving marketing material from Kellogg's -. Calls charged at 20 cents per 20 seconds.
- 3.7. It is optional for participants to send in images of their coloured-in promotion pack. The image of the coloured-in pack must necessarily include the Batch No. given on the pack which should be sent to a dedicated email address _____. Each participant may submit a maximum of 3 (three) coloured-in promotional pack images. Only unique and original submissions will be considered as additional entries to the promotion and duplicate/photocopies will not be considered.

4. The Prizes

- 4.1. Participants who submit valid entries via the USSD on-pack campaign entry mechanic will be entered into the relevant prize draws.
- 4.2. All prizes are allocated as part of a chance to win mechanic through scheduled draw processes per prize type.
- 4.3. Prizes are made available throughout and after the promotion period ensuring consumers have a chance to win up until the final day of the promotion.
- 4.4. Prizes are not transferable for cash.
- 4.5. **School Funds / Bursaries**

4.5.1. There are 5 x R20,000 (Twenty Thousand Rand) cash prizes to be won. The purpose of which is to fund the education of the winner or any individual nominated by such winner in writing.

4.5.2. These funds will not be paid directly to the winners who have won the prizes but rather to their nominated educational institution. Failure for a potential winner to supply the relevant details of the nominated school/college/University within 72 hours of being requested to do so will result in a forfeit of the prize.

4.5.3. A Single prize consists of 1 of the 5 available R20,000 (Twenty Thousand Rand) cash prizes and there is no more than 1 prize to be awarded per randomly drawn winner.

4.5.4. No more than 1 prize is to be per entrant / participant.

4.5.5. Details required from the educational institution include.

4.5.5.1. Name of the educational institution on formal letterhead, signed by the principal.

4.5.5.2. Registration number as allocated by the South African Education Board.

4.5.5.3. Bank details of the educational institution for purpose of the funds transfer.

4.5.6. Once funds have been transferred to the nominated institution/s the responsibility of Kellogg's is terminated. No objections or complaints will be considered.

4.5.7. The responsibility of ensuring the funds are allocated by the school to the nominated individual/s is the responsibility of the winner/s who nominated the individual/s as recipients of the prize.

4.6. Tablets

4.6.1. There are 10 x tablets to be awarded and each will be awarded as part of a chance to win mechanic via a scheduled draw.

4.6.2. Consumers who are drawn as potential winners will be eligible to win 1 of the 10 tablets that are available.

4.7. Crayola Hampers

4.7.1. There is a total of 90 Crayola packs to be won worth R500 each which will be awarded on daily basis as part of a chance to win mechanic via a scheduled draw.

4.8. Stationery Packs

4.8.1. There is a total of 90 packs to be won which will be awarded on daily basis as part of a chance to win mechanic via a scheduled draw..

4.8.2. The contents of each pack cannot be amended.

4.8.3. Consumers who are drawn as potential winners will be eligible to win 1 of the 90 packs that are available.

4.8.4. Each stationery pack will consist of:

- 4.8.4.1. A School Bag. The item will be as is and the colour is prescribed and cannot be changed.
- 4.8.4.2. HB Pencils x2 (1 unit)
- 4.8.4.3. Double hole sharpener with canister (1 unit)
- 4.8.4.4. Flip File (1 unit)
- 4.8.4.5. Retractable Crayons (1 unit)
- 4.8.4.6. HIGHLIGHTERS x3 (1 unit)
- 4.8.4.7. 30cm Ruler (Shatterproof – 1 unit)
- 4.8.4.8. Ball Point Pen – Blue (1 unit)
- 4.8.4.9. Glue Stick (1 unit)
- 4.8.4.10. Colouring Pencils 1 pack (1 unit)
- 4.8.4.11. A4 Exam pad (1 unit)

5. General

- 5.1. Should a participant experience difficulty entering the promotion due to a unique code issue i.e. that the unique code is illegible or that the unique code submitted results in a technical error, the participant is entitled to send an email to support@tmarc.co.za with the subject line: **Kellogg's Kids Crayola Promotion**, and request a new unique code. The participant must also provide their mobile number.
- 5.2. The results of the draws are final, and no correspondence will be entered into.
- 5.3. Agency may require the winner to complete and submit an information disclosure agreement to enable Agency to ensure compliance with these rules. Should the winner be found to have not complied with these rules, he/she will automatically be disqualified, and the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.
- 5.4. Winners may be requested to provide proof of repeat purchases if their entry volumes are seen to be excessive in amount, throughout the promotional period, as per the promoter's discretion, as it is assumed that each entry is associated with a new product purchase
- 5.5. The prize is not transferable, and no substitution or cash redemption of prizes is permitted, the prize will not be handed/awarded to a third party, but only to the verified prize winner.
- 5.6. The winner will accept the prize as is, at their own risk.

- 5.7. Kellogg's reserves the right, at its sole discretion, to substitute the prize with any other prize of comparable or greater commercial value for whatever reason.
- 5.8. By entering this competition, you authorise Kellogg's and the Agency, to collect, store and use (not share) personal information of entrants for communication or statistical purposes. You are entitled to decline any marketing communication emailing us on consumer.sa@kellogg.com or by calling us on 0860 200 601 Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and the Kellogg's privacy policy.
- 5.9. The winner or participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Winners or participants shall at all times be entitled to decline the above request. Winners or participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of Kellogg's.
- 5.10. Kellogg's and the Agency have the right to reject any participant suspected of fraudulent behaviours.
- 5.11. All participants and winners indemnify Kellogg's, its associated companies (directors, officers and employees) and agents, against any/all claims for any accident, injury, harm, death, damages, costs and/or loss, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this competition and the redemption of any prizes.
- 5.12. Kellogg's and the Agency reserve the right to correct any errors or omissions. These terms and conditions may be updated at any time as per Kellogg's discretion and will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 5.13. Kellogg's reserve the right to cancel or postpone the competition at any time.
- 5.14. For further information or enquiries please contact the Agency at email consumer.sa@kelloggs.com or call the Agency on 0860 200 601 (08h00-16:30).