

## Kellogg's Toy Kingdom 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 unless they have received explicit permission from a parents or legal guardian
- 2.6. The competition shall commence on the 1 August 2021 and will end on the 15 November 2021. No entries received after midnight on the 15 November 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 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\*568\*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.

### **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. **Daily prizes**
  - 4.5.1. There are 90 Toy Kingdom Hampers to be won throughout the promotion.
  - 4.5.2. The hampers consist of the following;
    - 4.5.2.1. Hatchimals
    - 4.5.2.2. Monster Jam
    - 4.5.2.3. Paw Patrol

4.5.3. These hampers will be drawn weekly and will be allocated on a pure chance to win basis.

4.5.4. The hamper draw dates will be as follows;

- 4.5.4.1. 9 August 2021 – 6 winners
- 4.5.4.2. 16 August 2021 – 6 winners
- 4.5.4.3. 23 August 2021 – 6 winners
- 4.5.4.4. 30 August 2021 – 6 winners
- 4.5.4.5. 6 September 2021 – 6 winners
- 4.5.4.6. 13 September 2021 – 6 winners
- 4.5.4.7. 20 September 2021 – 6 winners
- 4.5.4.8. 27 September 2021 – 6 winners
- 4.5.4.9. 4 October 2021 – 6 winners
- 4.5.4.10. 11 October 2021 – 6 winners
- 4.5.4.11. 18 October 2021 – 6 winners
- 4.5.4.12. 25 October 2021 – 6 winners
- 4.5.4.13. 1 November 2021 – 6 winners
- 4.5.4.14. 8 November 2021 – 6 winners
- 4.5.4.15. 15 November 2021 – 6 winners

4.6. These hampers will be delivered to the address supplied by the winners. The promoter is in no way responsible for an incorrect or invalid address being supplied.

4.7. Winners can expect their hampers within 4 weeks of being notified that they have won.

4.8. The promoter will attempt to contact potential winners 4 times within a 48hr period. Should a potential winner not be contactable during this period then the prize will be forfeited by that potential winner and a new potential winner will be assigned.

#### **4.9. Trolley Dashes**

4.9.1. There are 5 trolley dashes to be won each to a maximum value of R20,000.00 (Twenty Thousand Rand).

4.9.2. Winners will be transported to their nearest Toy Kingdom store and must be available for the Trolley Dash on the scheduled dates.

4.9.3. Winners will be transported back to their departure point once the Trolley Dash has been completed.

4.9.4. Winners will be required to have their images taken during and after the event for the purposes of having them published across social media channels. No objections to this will be entered into.

**4.9.5.** The value of the items obtained during the trolley dash will be audited and based on the decision of the winner on which items to exclude, the total combined value of the items will not exceed R20,000.00 (Twenty Thousand Rand).

## **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](mailto:support@tmarc.co.za) with the subject line: **Kellogg's Toy Kingdom 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](mailto: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](mailto:consumer.sa@kelloggs.com) or call the Agency on 0860 200 601 (08h00-16:30).