

## **Kellogg's Coco Pops Big 5 Safari Adventure Promotional Competition 2021**

### **Terms and Conditions**

The following terms and conditions apply to the Kellogg Company of South Africa Proprietary Limited's ("Kellogg") 'Coco Pops Big 5 Safari Adventure Competition' ("**Competition**"). The Competition is promoted by Kellogg in association with TMARC ("**the Agency**"). Purchase Kellogg's Coco Pops Big 5 340g cereal and submit an entry by dialling the specific USSD Code found in pack in terms of these terms and conditions during the period 1 July 2021 to 31 October 2021, and stand a chance to win a three night getaway at the Impodimo Game Lodge valued R150,000.00 (one hundred and fifty thousand rand) and daily safari hampers.

#### **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. Your entry into the Competition and/or your acceptance of a Prize (in the event that you win a Prize) constitutes your binding acceptance of these Rules on behalf of yourself and any person with whom you may share a prize (in the event that you win a prize which is for you and one or more additional persons).
- 1.4. Any violation or attempt to violate any of these Rules will result in the immediate disqualification of the transgressor from the Competition.
- 1.5. Kellogg and the Agency have the right to reject any Participant suspected of fraudulent behaviour.
- 1.6. Kellogg and the Agency have the right to update, correct or verify these Rules at any time during the term of the Competition. The updated, corrected or verified version of the Rules will supersede any errors or omissions made on any publicly communicated documentation or marketing material in relation to this Competition.
- 1.7. Kellogg reserves the right to cancel or postpone the Competition at any time for whatever reason, at its sole discretion.
- 1.8. Kellogg reserves the right in its sole discretion and to the extent permitted by law, to amend these Rules or withdraw the Competition, in whole or in part, at any time, temporarily or permanently and without prior notice to Participants.

- 1.9. The decision of Kellogg in all matters relating to the Competition is final and binding provided that such decisions are compliant with all applicable laws.
- 1.10. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa.
- 1.11. The Competition is limited to residents of South Africa ("**Participants**"). In addition, the following people shall not be eligible to participate in this Competition:
  - 1.11.1. directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of Kellogg's and the organizers of the competition;
  - 1.11.2. people who are not legal residents and/or legal citizen of the Republic of South Africa; or
  - 1.11.3. a spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified in clauses 1.11.1 and 1.11.2 above,  
  
 ("**Disqualified Participants**").
- 1.12. Persons under the age of 18 years are not permitted to participate unless they have received explicit consent from, and are assisted by, a parent or legal guardian.
- 1.13. On entry, Participants may be required to make an express declaration stating that they are not a Disqualified Participant, nor related to such person.
- 1.14. Individuals may enter the Competition more than once during the term of the Competition.

## 2. **Mechanics: How to enter**

- 2.1. The Competition shall commence on 1 July 2021 and will end on the 31 October 2021. No entries received after midnight on the 31 October 2021 will be considered.
- 2.2. To participate in this Competition Participants:
  - 2.2.1. purchase a Coco Pops Big 5 340g cereal box ("**Qualifying Product**") from any retail stockist nationally; and

- 2.2.2. call the USSD code \*120\*560\*UniqueCode# found in the purchased Qualifying Product, and follow the prompts to the submit an entry.
- 2.3. Aside for the Qualifying Products, no other Kellogg products are eligible for this Competition.
- 2.4. The Qualifying Product is subject to availability at time of purchase.
- 2.5. Calls are charged at 20 (twenty) cents per 20 (twenty seconds, but will not cost more than R1.50 (one rand fifty cents).
- 2.6. Should a Participant experience difficulty entering the Competition due to a unique code issue as referenced in clause 2.2.2, for instance if the unique code is illegible or if 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 Big 5 Promotion, which includes their mobile number, for purposes of requesting a new unique code.
- 2.7. Participants may not submit more than one entry using the same Qualifying Product and unique code. With each entry, Winners will be required to provide proof of purchase.

### 3. **Winners**

- 3.1. Winners of the Safari Hampers will be selected at random and contacted directly by Kellogg within 48 (forty eight) hours of being selected ("**Winners**").
- 3.2. Should the Competition be promoted via a social media platform, Winners will be notified by Kellogg within 48 (forty eight) hours of being selected via the social media platform in terms of which each respective Winner entered the Competition.
- 3.3. Draw dates for the hampers are as follows:
  - 3.3.1. 8 July 2021 (5 Winners Drawn)
  - 3.3.2. 15 July 2021 (5 Winners Drawn)
  - 3.3.3. 22 July 2021 (5 Winners Drawn)
  - 3.3.4. 29 July 2021 (5 Winners Drawn)
  - 3.3.5. 05 August 2021 (5 Winners Drawn)
  - 3.3.6. 12 August 2021 (5 Winners Drawn)

- 3.3.7. 19 August 2021 (5 Winners Drawn)
  - 3.3.8. 26 August 2021 (5 Winners Drawn)
  - 3.3.9. 02 September 2021 (5 Winners Drawn)
  - 3.3.10. 09 September 2021 (5 Winners Drawn)
  - 3.3.11. 16 September 2021 (5 Winners Drawn)
  - 3.3.12. 23 September 2021 (5 Winners Drawn)
  - 3.3.13. 30 September 2021 (5 Winners Drawn)
  - 3.3.14. 07 October 2021 (5 Winners Drawn)
  - 3.3.15. 14 October 2021 (5 Winners Drawn)
  - 3.3.16. 21 October 2021 (5 Winners Drawn)
  - 3.3.17. 28 October 2021 (5 Winners Drawn)
  - 3.3.18. 01 November 2021 (Grand Prize Winner Drawn)
  - 3.3.19. 04 November 2021 (5 Winners Drawn)
- 3.4. Kellogg shall not be liable, once the Winners have been notified, for any reason, if it is unable to contact a Winner or receive their response for a period longer than 7 (seven) business days.
- 3.5. After 4 (four attempts) during the 48 (forty eight) hour notification period as described in clause 3.1 above, if Kellogg is unable to contact a Winner or if the Winner fails to comply with these Rules, Kellogg may in its sole discretion determine that the Winner forfeits the Prize and decide on a new Winner from the eligible entries.

#### 4. **The Prizes**

- 4.1. Participants who submit valid entries in terms of clause 2.2 will be entered into the Competition and therefore the relevant prize draws.
- 4.2. The prizes, which are not transferable for cash, shall consist of a Big 5 Safari getaway and daily Safari hampers ("**Prizes**").

- 4.3. If a Prize is unavailable or for whatever reason, Kellogg reserves the right at its sole discretion to substitute the Prize for another prize of equal or greater value without giving notice to the Winner.
- 4.4. Prizes are personal, non-transferable, and may not be deferred, changed or exchanged for cash or any other item. 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. Alternatively, in the sole discretion of Kellogg, such charges and or costs shall be for the account of the Winner.
- 4.5. Winners will be required to provide proof of their compliance with these rules before taking receipt of a Prize. As per clause 1.4, should a Winner be found to have not complied with these Rules, he/she will automatically be disqualified from the Competition, and their Prize forfeited. Winners may also be required to document and sign their acceptance of a Prize for Kellogg's records.
- 4.6. **Big 5 Safari Getaway**
- 4.6.1. This Prize consists of a 3 (three) night family getaway at the Impodimo Game Lodge in a family suite for a maximum of 6 (six) guests (4 (four) adults and 2 (two) children under the age of 11 (eleven)), valued at R150,000.00 (one hundred and fifty thousand rand).
- 4.6.2. Winners will be transported to and from Impodimo Game Lodge by and at the cost of Kellogg. The Prize includes three meals (breakfast, lunch and supper) and soft beverages for each of the three days, but does not include alcohol.
- 4.6.3. Children under the age of 12 (twelve) shall be permitted on game drives subject at the sole discretion of Impodimo Game Lodge's manager. Children under the age of 6 (six) will not be allowed on game drives and must be supervised during such time by a parent or other family member, or a baby sitter as provided by Impodimo Game Lodge at the expense of the Winner.
- 4.6.4. Where possible and at the discretion of the manager, Impodimo Game Lodge shall arrange a 'bumble drive' for children younger than 6 (six) years of age.

4.6.5. The family room sleeps up to 6 (six) guests and consists of 2 (two) bedrooms and a lounge area.

4.6.6. The Prize includes costs for two Game Park entry and conservation fees.

4.6.7. The prize is valid for a period of 12 months until the 30 November 2022.

#### 4.7. **Daily Prizes (Hampers)**

4.7.1. The Prize comprises of 90 (ninety) hampers each to the value of R900 (rand) and consists of:

4.7.1.1. a safari hat;

4.7.1.2. a pair of binoculars; and

4.7.1.3. a back-pack.

4.7.2. Every week during the term of the Competition, Kellogg shall run a prize draw, in terms of which a Winner will be entitled to one hamper.

4.7.3. The results of the prize draws are final, and no correspondence will be entered into.

4.7.4. These hampers will be delivered to the verified Winners at the address specified. The Participant is responsible for ensuring that his/her correct details are supplied to Kellogg on entering the Competition. In the event that the Participant provides incorrect details, Kellogg shall not be responsible for delivering the hamper at such address.

4.7.5. Winners can expect to receive delivery of their hampers within 4 (four) weeks of being notified that they have won.

### 5. **Indemnities and Limitation of Liability**

5.1. Participants and Winners absolve Kellogg, the Agency, and Impodimo Game Lodge, as well as their advertising agencies, advisers, and suppliers, from liability for all claims, loss or damages howsoever arising from wilful misconduct or negligent acts or omission on the part of any such person.

5.2. Kellogg will not be liable for any delays in delivery of a Prize to any Winner.

- 5.3. 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, Impodimo Game Lodge, as well as their employees and staff, 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.
- 5.4. 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.
- 5.5. Winners and Participants are to familiarise themselves with the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs, including in terms of section 27(2) of the Disaster Management Act 57 of 2002, as amended from time to time, which significantly (amongst others) incorporates the specifications for the re-enforced Alert Level 1 of the lockdown (GNR 284 of 30 March 2021), and are solely responsible for their compliance therewith, specifically with regard to the measures to address, prevent and combat the spread of Covid-19 in respect of transport and domestic travel. Kellogg South Africa in no way condones irresponsible Covid-19 behaviour and this Competition should not be interpreted as its endorsement thereof.

## 6. **Data Usage**

- 6.1. By entering this Competition you authorise Kellogg and the promoter, to collect, store and use your personal information for the purpose of conducting and promoting the Competition (including but not limited to determining and notifying the Winners). Your personal information will not be sold to or shared with third parties. For the avoidance of doubt, personal information is that as defined in the Protection of Personal Information Act 4 of 2013 ("**POPI Act**") and does not include any health-related information. Kellogg shall at all times comply with all data protection privacy laws applicable at the time of the Competition as well as its own privacy policy when storing and processing the personal information of the Participants and/or Winners.
- 6.2. Other than to its employees or contractors for purposes of conducting the Competition, Kellogg shall not disclose personal information to any third party unless:
  - 6.2.1. such third party is bound by the same provisions and obligations as those set out in these Rules; and

- 6.2.2. Kellogg has received the Participant's (and where applicable the Winner's) prior written consent.
- 6.3. You are entitled to decline any marketing communication by emailing Kellogg on [consumer.sa@kellogg.com](mailto:consumer.sa@kellogg.com) or by calling us on 0860 200 601.
- 6.4. For the avoidance of any doubt, Participants and Winners hereby consent to the use of their personal information by Kellogg and the Agency for the purposes as set out in clause 6.1 in relation to this Competition.

## 7. **Publicity Campaigns**

- 7.1. On request, Winners and/or Participants may be required to take part in publicity campaigns for purposes of promoting the Kellogg brand. Winners and/or Participants shall at all times be entitled to decline such request.
- 7.2. Those Winners and/or Participants who agree to take part in any publicity campaign will not be entitled to any payment or other remuneration for their involvement in the campaign. All publicity and other materials will be the sole property of Kellogg.
- 7.3. For further information or enquiries please email [consumer.sa@kelloggs.com](mailto:consumer.sa@kelloggs.com) or call us on 0860 200 601 (08h00-16:30).