

16 March 2021

## General Competition Terms & Conditions

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The following terms and conditions apply generally to all competitions run by the Kellogg Company of South Africa Proprietary Limited's ("**Kellogg**") via social media ("**Competition**"). Engage with Kellogg Competition content on various social media platforms in terms of these Terms and Conditions during the period as outlined in the relevant social media post and qualify to win.

### 1. Status of Terms and Conditions

1. Your entry into a Competition and/or your acceptance of a prize (in the event that you win a prize) constitutes your binding acceptance of these Terms and Conditions 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).
2. Any violation or attempt to violate any of these Terms and Conditions will result in the immediate disqualification of the transgressor from any and all Competition/s.
3. All Competitions is governed by the laws of the Republic of South Africa.
4. By entering a Competition, Entrants agree to be bound by these Terms and Conditions. Kellogg reserves the right to modify the content of these Terms and Conditions with retrospective effect should modification be required to ensure the proper execution of a Competition on a case by case basis.
5. Kellogg reserves the right to amend or withdraw a Competition in whole or in part, at any stage temporarily or permanently, without prior notice or compensation. In the event of any such amendment or withdrawal, all Entrants hereby agree to waive any rights they may have in terms of the relevant Competition and acknowledge that they have no recourse against Kellogg, its agents and/or related parties involved in the running of the Competition.
6. The decision of Kellogg in all matters relating to a Competition is final and binding provided that such decisions are compliant with all applicable laws.

### How to enter

1. The commencement and duration of the Competition, as well as the requirements for entry shall be as indicated in the relevant social media post.
2. Winners will be announced by the influencers in the relevant social media post and contacted directly by Kellogg.
3. Entry into a Competition is free.

### 2. Who can enter and conditions of entry

1. Entrants must be 18 years or older, be a citizen or permanent residents of the Republic of South Africa and be in possession of the relevant identification documents verifying such status ("**Entrants**").
2. Employees, officers, directors, dealers and agents of Kellogg and affiliated companies and affiliated and subsidiary companies, representatives, legal advisors, any other advertising,

promotion, and fulfilment agencies and the immediate family or members of their same households (whether related or not) of such employees are **NOT** eligible to enter any Competition.

3. Individuals may enter a Competition more than once during the term of the relevant Competition.

### **3. Winners**

1. One winner per influencer will be selected at random by the influencers and their decision will be final ("**Winners**").
2. The Winners will be notified by Kellogg within 1 (one) day of being selected via the social media platform in terms of which each respective Winner entered the Competition.
3. 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.
4. If Kellogg is unable to contact a Winner for a period of more than 7 (seven) business days or if the Winner fails to comply with these Terms and Conditions, Kellogg may in its sole discretion determine that the Entrant forfeits the Prize and decide on a new Winner from the eligible entries.
5. A Winner shall not be eligible to win a Prize in respect of a Kellogg Competition for a period of three (3) months after winning a Prize in relation to another Kellogg Competition.

### **4. Prizes**

1. The prize to be given away by the relevant influencer shall be that as described in the applicable social media post which relates to a Competition ("**Prize**").
2. If the Prize is unavailable for whatever reason, Kellogg reserves the right to substitute the Prize for a Prize of equal value without giving notice. However, no cash alternative will be offered.
3. Prizes are personal, non-transferable, and may not be deferred, changed or exchanged for cash or any other item (except as may be required in terms of clause 4.2). In the event that the award of the 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. On request, and with the Winner's consent, the Winner shall participate in publicity events and promotional activities in relation to the relevant Competition, which shall be regulated by separate terms and conditions. Further, Kellogg or the relevant social media influencer may publish the Winner's names and photographs on their social media pages as part of the 'winner announcement' with the Winner's prior informed consent, which in terms of clause 6.4 below, shall be inferred by the submission of the Entrant's Personal Identifiable Information in connection with an entry in terms of Kellogg's Privacy Policy and these Terms and Conditions.

### **5. Indemnities and limitation of liability**

1. Entrants and Winners absolve Kellogg, its 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.
2. Kellogg will not be liable for any delays in delivery of a Prize to any Winner.
3. Participation in a Competition and subsequent use of a Prize is at the Entrant's and/or Winner's own risk. Entrants and Winners hereby indemnify and hold harmless Kellogg, its employees, agents, organisers of a Competition, advertising agencies, advisers and any other related parties, against all claims, losses and liability whether direct or indirect incurred by any Entrant or Winner arising from or in connection with a Competition, including without limitation, personal injuries, death and property damage and claims based on publicity rights, defamation or invasion of privacy, howsoever arising.
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 a Competition.

## **6. Data Usage**

Use of Personal Identifiable Information:

1. Entrants' Personal Identifiable Information will be collected and used by Kellogg strictly for the purpose of conducting and promoting a Competition (including but not limited to determining and notifying the Winners) and will not be sold to third parties. For the avoidance of doubt, Personal Identifiable Information refers to "personal information" 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 relevant Competition when storing, processing or disclosing any of the Personal Identifiable Information of the Entrants or Winners.
2. Other than to its employees or contractors for purposes of conducting a Competition, Kellogg shall not disclose Personal Identifiable Information to any third party unless:
  - i. such third party is bound by the same provisions and obligations as those set out in these Terms and Conditions; and
  - ii. Kellogg has received the Entrant's (and where applicable the Winner's) prior written consent.
3. Personal Identifiable Information collected in connection with the Competition will be used in accordance with these Terms and Conditions and Kellogg's Privacy Policy.
4. By the submission of Personal Identifiable Information in connection with an entry, Entrants consent to the use and disclosure thereof in terms of Kellogg's Privacy Policy and these Terms and Conditions. Entrants further agree that he/she will not submit any information containing the images or voices of any other person unless the Entrant has received prior consent from that person to such submission and his/her consent to use thereof in connection with a Competition.
5. For the avoidance of any doubt, the Entrant hereby consents to the use of their Personal Identifiable Information by Kellogg for the purposes as set out in clause 6.1 in relation to any and all Competitions run by Kellogg.

## **Entrant Consent**

By submitting an entry, each Entrant hereby consents to the recording, use and reuse by Kellogg and any of its respective licensees, assigns, parents, subsidiaries, divisions, business units, or affiliated entities and each of their respective employees, agents, officers and directors (collectively

“Releasees”) of the Entrant’s voice, actions, likeness, name, appearance and biographical material (collectively “Likeness”) in any and all media now known or hereafter devised, worldwide, in perpetuity, in or in connection with a Competition. The Entrant agrees that the Releasees may use all or any part of the Entrant’s Likeness, and may alter or modify it, regardless of whether or not it is recognisable. The Entrant further agrees that the Releasees may use the Entrant’s Likeness, and the Entrant hereby assigns and agrees to assign to Kellogg the content developed and generated as a result of the entry in a Competition (including any Review written by the Entrant). Without prejudice to the foregoing, the Releasees may use the content developed and generated by the Competition (including any Review) in connection with any promotion, publicity, marketing or advertisement arising out of or in connection with a Competition in any manner whatsoever. The Entrant releases the Releasees from any and all liability arising out of its use of the Entrant’s Likeness, the video/text/photo and/or the Review. The Entrant hereby acknowledges and affirms that all actions and statements made by the Entrant are the Entrant’s own, made of the Entrant’s own free will, and are truthful to the best of the Entrant’s knowledge. The Entrant agrees not to make any claim against the Releasees as a result of the use of the Entrant’s Likeness, video/text/photo and/or the Review (including, without limitation, any claim that such use invades any right or privacy and/or publicity)

### **Privacy Policy**

Please click here to read the Kellogg’s Privacy Policy: [https://www.kelloggs.co.za/en\\_ZA/privacy-policy.html](https://www.kelloggs.co.za/en_ZA/privacy-policy.html)