

## **Kellogg's Noodles Taste the Difference Promotional Competition 2021**

### **Terms and Conditions**

The following terms and conditions apply to the Kellogg Company of South Africa Proprietary Limited's ("**Kellogg**") 'Noodles Taste the Difference Competition' ("**Competition**"). The Competition is promoted by Kellogg in association with TMARC ("**the Agency**"). Purchase any two of the following products: Kellogg's Instant Noodles Cheese 5EA; Instant Noodles Beef 5EA; Instant Noodles Chicken 5EA; Instant Noodles Durban Curry 5EA, and submit an entry by dialing the specific USSD Code found in pack in terms of these terms and conditions during the period 01 May 2021 and 30 June 2021, and qualify to win a share of R150,000.00 (one hundred and fifty thousand rand) in instant airtime.

#### **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.
- 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 reserves the right to cancel or postpone the Competition at any time for whatever reason, at its sole discretion.
- 1.7. 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.
- 1.8. 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.

1.9. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa.

1.10. The Competition is limited to residents of South Africa ("**Participants**"). In addition, the following people shall not be eligible to participate in this Competition:

1.10.1. directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of Kellogg and the organizers of the competition;

1.10.2. people who are not legal residents and/or legal citizen of the Republic of South Africa; or

1.10.3. a spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified in clauses 1.10.1 and 1.10.2 above,

("Disqualified Persons").

1.11. Persons under the age of 18 (eighteen) years are not permitted to participate in the Competition.

1.12. On entry, Participants may be required to make an express declaration stating that they are not a Disqualified Person, nor related to such person.

1.13. 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 01 May 2021 and end on 30 June 2021. No entries received after midnight on 30 June 2021 will be considered.

2.2. To participate in this Competition Participants:

2.2.1. purchase any two of the below mentioned qualifying products at any SPAR retailer, namely:

2.2.1.1. KELLOGG'S INSTANT NOODLES CHEESE 5EA;

2.2.1.2. KELLOGG'S INSTANT NOODLES BEEF 5EA;

2.2.1.3. KELLOGG'S INSTANT NOODLES CHICKEN 5EA; and/or

2.2.1.4. KELLOGG'S INSTANT NOODLES DURBAN CURRY 5EA,  
 (“**Qualifying Products**”); and

2.2.2. call the USSD code \*120\*568\*UniqueCode# found in the purchased Qualifying Products, and follow the prompts to submit an entry.

2.3. Qualifying Products may only be purchased from SPAR retailers across the country-. Aside from the Qualifying Products, no other Kellogg products are eligible for this Competition.

2.4. A particular USSD code cannot be used for more than a single entry.

2.5. The Qualifying Products are subject to availability at the time of purchase.

2.6. Calls are charged at 20 (twenty) cents per 20 (twenty seconds), but will not cost more than a total of R1.50 (one rand fifty cents).

2.7. Should a Participant experience difficulty entering the Competition due to a unique code issue as referenced in clause 2.2.2, for instance where 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](mailto:support@tmarc.co.za) with the subject line: **Kellogg’s Noodles Airtime Promotion**, which includes their mobile number, for purposes of requesting a new unique code.

2.8. Participants will be required to answer a single qualifying question per interaction to opt-in or opt out of receiving marketing material from Kellogg.

### 3. **Winners**

3.1. Winners will be selected at random by Kellogg and contacted directly by Kellogg via SMS within five seconds of being selected (“**Winners**”). The SMS shall provide a redeemable airtime recharge PIN.

3.2. Winners will be required to dial the airtime PIN to recharge their handset with the airtime won.

3.3. The call to recharge airtime is at no cost to the Winner.

3.4. Each airtime PIN can only be used once and is valid across all mobile networks.

- 3.5. If the Winner is not able to recharge his/her handset due to any technical or other error with his/her handset, the Winner will forfeit the Prize. Kellogg shall not be responsible in this event.
- 3.6. The results of the Competition are final, and no correspondence will be entered into.
- 3.7. The Winner shall not be eligible to win a prize in respect of any other Kellogg's competition for a period of three (3) months after winning the Prize in relation to this Competition.

#### **4. The Prize**

- 4.1. Participants who submit valid entries in terms of clause 2.2 will have the chance to win a share of R150,000.00 (one hundred and fifty thousand rand) in instant airtime ("**Prize**"). The Prize is distributed to Winners in R5.00 (five rand), R3.00 (three rand) and R2.00 (two rand) increments.
- 4.2. The Prize is made available throughout the term of the Competition and Participants shall have a chance to win up until the final day of the Competition. 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.
- 4.3. The Prize is non-transferable, and may not be deferred, changed or exchanged for cash or any other item.
- 4.4. Kellogg 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. Indemnities and Limitation of Liability**

- 5.1. Participants and Winners absolve Kellogg and the Agency, either or both of 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 or technical errors in the transmission 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, 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.

- 5.4. 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.

## 6. **Publicity Campaign**

- 6.1. 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.
- 6.2. 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 of the campaign. All publicity and other materials will be the sole property of Kellogg.
- 6.3. For further information or enquiries please contact the Agency at the following email address: [consumer.sa@kelloggs.com](mailto:consumer.sa@kelloggs.com), or call the Agency on 0860 200 601 between 08h00 and 16:30 on week days.