

Kellogg's Win a Sony PS4 Daily PROMOTION

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 operated by Kellogg's South Africa (Proprietary) Limited in conjunction with TMARC (the “**Promoters**”).
- 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 operated 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 entrants 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 organizers of the competition.
 - 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.
 - 2.4.4. Persons under the age of 18 years.
- 2.5. The competition shall commence on the 18 November 2019 and will end on the 19 January 2020. No entries received after midnight on the 19 January 2020 will be considered.

3. Mechanics

To participate in this competition entrants 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 600g
 - 3.1.4. Rice Krispies 400g
- 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 Consumer purchases a qualifying Kellogg's product the Consumer must dial the USSD code *120*809*UniqueCode# and follow the prompts.
- 3.5. The Unique Code is found inside the promotional packs.
- 3.6. Consumers will be required to answer a single qualifying question per interaction. Calls will be charged at 20 cents per 20 seconds.

4. The Prizes

- 4.1. There is a total of 63 PlayStation 4 consoles to be won during the promotional period.
- 4.2. PlayStation 4 consoles will be awarded daily from 18 November 2019 to 19 January 2020.
- 4.3. PlayStation 4 Console Winner Allocation:
 - 4.3.1. The promoter or their agents will endeavour to contact the prize winners on the cellular number used to enter the competition. If, however, they cannot be reached after three attempts made within three working days of the promoter trying to contact them, the prize will be forfeited, and another winner will be selected in accordance with the competition rules via a random draw. Winners must provide a valid delivery address, failure to provide an accurate delivery address which results in the prize being delivered to an incorrect location is not for the promoter to resolve and will not be considered as grounds for dispute.
 - 4.3.2. Potential winners must produce a valid till slip in order to be confirmed as a winner. Being contacted by the organiser is not confirmation that the consumer has won. Failure to produce a valid till slip will result in the consumer forfeiting the prize
 - 4.3.3. At the time that a potential prize winner is identified and contacted he/she may be requested to submit certain documents i.e. a copy of his/her ID document and the box containing the winning promotional code.

5. PlayStation 4 Console Winner Allocation

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- 5.1.2. Potential winners must produce a valid till slip in order to be confirmed as a winner. Being contacted by the organiser is not confirmation that the consumer has won. Failure to produce a valid till slip will result in the consumer forfeiting the prize
- 5.1.3. At the time that a potential prize winner is identified and contacted he/she may be requested to submit certain documents i.e. a copy of his/her ID document and a valid till slip detailing the purchase of the product where the purchase date is on or before the date of the entry.
- 5.1.4. Consumers may not enter the promotion on behalf of other individuals. The individual deemed as the entrant and potential winner is the registered owner of the mobile phone used to enter the promotion.
- 5.1.5. Consumers who are under the age of 18 at the time of entry are not eligible to win any of the available prizes.

6. General

- 6.1. Should a consumer 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 consumer is entitled to send an email to support@tmarc.co.za with the subject line: Kellogg's PS4 promotion, and request a new unique code. The consumer must also provide their mobile number.
- 6.2. The results of the draws are final, and no correspondence will be entered into.
- 6.3. Kellogg's SA may require the winner to complete and submit an information disclosure agreement to enable Kellogg's SA 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

- 6.4. 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
- 6.5. 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.
- 6.6. The winner will accept the prize as is, at their own risk.
- 6.7. 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.
- 6.8. 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 the promoter.
- 6.9. By entering this competition you authorise Kellogg's SA and the promoter, 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.
- 6.10. The promoter and its agencies have the right to reject any participant suspected of fraudulent behaviours
- 6.11. All participants and winners indemnify the promoter, 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.
- 6.12. The promoter and its agencies reserve the right to correct any errors or omissions. These terms and conditions may be updated at any time as per the promoters discretion and will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 6.13. The organizers of the competition reserve the right to cancel or postpone the competition at any time

6.14. For further information or enquiries please email consumer.sa@kelloggs.com or call us on 0860 200 601 (08h00-16:30).