

Kellogg's XBOX Promotion 2020

("The Promotion")

Terms and Conditions

1. Introduction

- 1.1. Participation in this Promotion is governed by these terms and conditions (the "**Rules**").
- 1.2. Participants are encouraged to review the Rules before entering into the Promotion and acknowledge that they been given an appropriate opportunity to do so and that they understand and accept these Rules.
- 1.3. This Promotion is operated by Kellogg Company of South Africa (Proprietary) Limited in conjunction with TMARC (the "**Promoters**").
- 1.4. Participation in the Promotion constitutes acceptance of these Rules and Participants agree to abide by these Rules.

2. By participating in this Promotion, entrants agree to these rules.

- 2.1. The Promotion 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 Promotion 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 Promotion is limited to residents of South Africa. In addition, the following people shall not be eligible to participate in this Promotion:
 - 2.4.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of Kellogg's and the organizers of the Promotion.
 - 2.4.2. People who are not legal residents and/or legal citizen of the Republic of South Africa
- 2.5. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
- 2.6. Persons under the age of 18 years are not permitted to participate unless they have received consent to do so by their parent or legal guardian.
- 2.7. The Promotion shall commence on the 1 October 2020 and will end on the 31 January 2021 ("**Promotional Period**"). No entries received after midnight on the 31 January 2021 will be considered.

3. Mechanics

To participate in this Promotion entrants must adhere to the following:

3.1. Purchase any one of the below mentioned qualifying promotional products, namely:

3.1.1. Kellogg's Coco Pops (350g)

3.1.2. Kellogg's Coco Pops (500g)

3.1.3. Kellogg's Rice Krispies Vanilla (400g)

3.1.4. Kellogg's Rice Krispies (600g)

Collectively referred to as the "Qualifying Products"

3.2. The Qualifying Products may be purchased from any retail stockist with South Africa. Please note that no other Kellogg's products are eligible for this Promotion, other than the Qualifying Products mentioned above.

3.3. The Qualifying Products are subject to availability at time of purchase. The Promotor shall not be liable for stock shortages due to the demand driven by this Promotion.

3.4. After the participant purchases a Qualifying Product the participant must dial the USSD code *120*832*UniqueCode# and follow the prompts.

3.5. The Unique Code is found inside Qualifying Products.

3.6. Participants will be required to answer a single qualifying question per interaction. Calls charged at 20 cents per 20 seconds.

4. The prizes

4.1. Participants stand the chance to win one of two prizes:

4.1.1. XBOX Series X consoles ("Main Prizes")

1 (One) of a total of 60 (Sixty) XBOX Series X consoles are eligible to be won during the Promotional Period. Each console will also include a 3 month XBOX Game Pass Ultimate.

There is a single model of the XBOX Series X console that will be made available for the Promotion.

Colours of the consoles may vary. This prize is not exchangeable or transferable prior to redemption.

a) The process for redeeming the 3 month XBOX Game Pass Ultimate codes is as follows:

- (i) Visit www.xbox.com/gamepass
- (ii) Create or Log in to your Xbox Live account
- (iii) Select "Join Now"
- (iv) Click "Join Now" under the Ultimate Plan
- (v) Select "..." to the right of "Join"
- (vi) Click "Redeem a Code"
- (vii) Enter your code
- (viii) Select "Next" to complete code redemption

- b) The subscription must be redeemed, and the code must be activated by 31 March 2021.
- c) An active XBOX Game Pass Ultimate membership can be used to play games on Xbox One, Xbox Series X and Windows 10 PC.
- d) XBOX Game Pass Ultimate includes XBOX Game Pass for Console, XBOX Game Pass for PC, XBOX Live Gold and additional benefits.
- e) Redeeming the Xbox Game Pass Ultimate subscription automatically upgrades your existing XBOX Live Gold or XBOX Game Pass membership(s) to XBOX Game Pass Ultimate at a conversion ratio each based on days remaining. Learn how this works at www.xbox.com/gamepass.
- f) Any future code redemptions are also subject to a conversion ratio. Conversion ratio subject to change.
- g) All conversions to Xbox Game Pass Ultimate are final: Once converted, you cannot re-convert your Xbox Game Pass Ultimate membership back to a previous membership. Maximum 36 months of redeemed Xbox Game Pass Ultimate per account at a time, including any converted time from Xbox Live Gold and/or Xbox Game Pass (for PC or console).
- h) Game titles and number vary over time and by country.
- i) You will be notified before purchase of add-ons, DLC, consumables, virtual currency or subscriptions (sold separately): If your membership terminates or a game is removed from the catalogue, you must reactivate your membership or buy the game separately to continue using these items.
- j) ISP fees may apply.
- k) Age restrictions apply.
- l) Subscription codes are not combinable with other offers and are not redeemable for cash.
- m) Discount offers exclude titles within 30 days of launch and are not available with selected titles.
- n) Service, features and requirements may change or be retired. Subject to the Microsoft Services Agreement (microsoft.com/msa).
- o) For PC: App download, Windows update(s) and storage required (xbox.com/pcgamesplan).
- p) System requirements vary by game; performance scales with higher end systems.

or

4.1.2. XBOX Gear Bundles Prizes

There is a total of 90 (Ninety) XBOX Gear Bundles to be won during the promotional period, consisting of:

- i. XBOX Cap – sizes may vary, and the prize may not be available in a 1 size fits all fashion.
 - ii. XBOX Mug – XBOX Branded Mug
 - iii. XBOX Night Light – XBOX Branded Light
 - iv. XBOX Card Game – XBOX Branded Card Game
- 4.2. Winners of an XBOX Series X console with the 3 month XBOX Game Pass Ultimate are NOT eligible to win an XBOX Gear Bundle and *vice versa*.

5. XBOX Series X Winner Allocation

- 5.1. Draws will be performed every Friday to select the daily winners for the previous week. A potential list of winners will be drawn per day of the week that has concluded. The potential winner list is randomly generated. The list of participants is not a list of winners. A participant is only deemed to have won if he/she are able to produce the required documentation within 2 days of being contacted i.e. a valid till slip that corresponds with their date of entry.
- 5.2. The XBOX Series consoles will be secured for the purposes of this Promotion as and when they become available in South Africa from the authorised supplier.
- 5.3. If XBOX Series X consoles are not available during the Promotional Period the winner shall retain a claim to the Main Prize until such time that the console is made available. Promotor will keep the winners (s) informed as to the status of their Main Prize availability.
- 5.4. The Promoter or their agents will endeavour to contact the prize winners on the cellular number used to enter the Promotion. If, however, they cannot be reached after three attempts made within two working days of the promoter trying to contact them, the prize will be forfeited, and another winner will be selected in accordance with the Promotion 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.
- 5.5. 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
- 5.6. 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.
- 5.7. 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.

5.7.1. Consumers who are under the age of 18 at the time of entry are not eligible to win any of the available prizes unless they have received the consent of their parent/s or legal guardian to participate in the promotion.

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 XBOX promotion, and request a new unique code. The consumer must also provide their mobile number.
- 6.2. Prize fulfilment is dependent on the Microsoft's launch of Xbox Series X Console in the respective countries. The winners of this prize must allow up to 90 days after the launch date for the delivery of prizes in South Africa.
- 6.3. Winner will be notified of the schedule of the prize fulfilment once Xbox Series X has been released in the market.
- 6.4. The results of the draws are final, and no correspondence will be entered into.
- 6.5. The Promotor may require the winner to complete and submit an information disclosure agreement to enable the Promotor 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
- 6.6. 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
- 6.7. 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.
- 6.8. The winner will accept the prize as is, at their own risk.
- 6.9. The Promotor reserves the right, at its sole discretion, to substitute the prize with any other prize of comparable or greater commercial value for whatever reason.
- 6.10. By entering this Promotion you authorise 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.

- 6.11. 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.
- 6.12. The Promoter and its agencies have the right to reject any participant suspected of fraudulent behaviours
- 6.13. 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 Promotion and the redemption of any prizes.
- 6.14. 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 Promoter's discretion and will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 6.15. The organizers of the Promotion reserve the right to cancel or postpone the Promotion at any time
- 6.16. For further information or enquiries please email consumer.sa@kelloggs.com or call us on 0860 200 601 (08h00-16:30).