

# Win a Trip to Warner Bros World on Yas Island –

## 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 have 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 (“**Kelloggs**”) 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.

### **By participating in this Competition, Participants agree to the rules set out below.**

2. This Competition is limited to legal residents and/or legal citizens of South Africa. In addition, the following people shall not be eligible to participate in this Competition:
  - 2.1. Directors, members, partners, promotional and advertising agents, merchandisers, employees or consultants of the Promoters.
  - 2.2. Spouse, life partner, parent, child, brother, sister, business partner or associate of any of the persons specified above.
  - 2.3. People who are not legal residents and/or legal citizens of the Republic of South Africa.

3. The Competition to win a trip to Warner Bros in Abu Dhabi shall commence on 01<sup>st</sup> December 2019 and finish at midnight of the 31<sup>st</sup> May 2020 (Promotional Period). No entries received after midnight on the 31<sup>st</sup> May 2020 will be considered.
4. The trip is for a maximum of 5 people. Members are to be determined by the winner as drawn. Each nominated traveller must be eligible to travel and have no restrictions whatsoever i.e. have their valid passports and relevant travel documents ready as this will not be catered for by the promoters.
5. The winner can take the trip between 1<sup>st</sup> August 2020 & 15<sup>th</sup> December 2020, subject to blackout dates. Failure to take the trip during this period will result in a forfeit of the prize.
6. The prize is not transferable or exchangeable for cash.

7. Mobile Mechanics

To participate in this Competition, Participants must adhere to the following:

7.1. Participants must purchase a participating Kellogg's pack listed below and dial \*120\*642\*UniqueCode# and follow the prompts to stand a chance to win.

7.2. The unique code is located within the promotional box of Kellogg's.

7.3. Participating Products:

7.3.1. Coco Pops 350g

7.3.2. Coco Pops 500g

7.3.3. Rice Krispies Vanilla 400g

7.3.4. Rice Krispies Vanilla 600g

7.4. USSD sessions are charged from the participant's airtime or billing balance and costs 20c for every 20 seconds used. Free minutes do not apply. The average time for entry is under 20 seconds so your call should not exceed more than 40 seconds. Please ensure you terminate the call when complete in order to stop the call.

7.5. Participants may enter the Competition as many times as they wish over the Promotional Period, provided that Participants purchase a Participating Product each time and complete the Competition entry, subject to the following conditions:

7.5.1. All entries from person who do not meet the qualifying requirements will be rejected;

7.5.2. No computer-based entries will be accepted;

7.5.3. Each entry will represent a purchase the Participant has made of the Participating Products.

7.6. Participants with Blocked numbers that have been flagged as suspicious have an opportunity to call the Kellogg's Call Centre on 0860 200 601 between 08h00 – 16h30 Monday to Friday should there be a valid reason, which is accepted by the Promoter, for the Blocked Participants to be allowed to enter the Competition.

7.7. Participants must enter on a phone that is owned and registered to that person. No other person can use another person's phone for Competition entry purposes. If it is discovered that participants have entered on a phone that is not registered to them, they will be disqualified, and the entrant will be requested to refund the prizes to the Promoters.

7.8. The cellphone number is key to all entries, if the participant has won on a particular cellphone number, they cannot use another number in order to be contacted further, this number needs to be a number that is contactable during office hours.

## 8. The Prizes & Draws:

Prizes for this Promotion are the following:

8.1. A trip for a maximum of 5 individual people (including the winner) to The Warner Bros Studios in Abu Dhabi.

8.2. The Prize includes the following:

- 8.2.1. Return flights for a maximum of five (5) from Johannesburg to Dubai International Airport;
- 8.2.2. All flight taxes are included.
- 8.2.3. 4 nights' hotel accommodation in a min 3-star hotel in Dubai, including daily breakfast.
- 8.2.4. Tourist Visas.

8.3. The Prize excludes the following:

- 8.3.1. Health requirements where necessary;
- 8.3.2. Optional excursions;
- 8.3.3. All items of personal nature;
- 8.3.4. Gratuities;
- 8.3.5. Meals and beverages other than specified;
- 8.3.6. Spending money; and
- 8.3.7. Any other items not noted in the inclusions.

8.4. Draw date

- 8.4.1. The anticipated draw date for the trip to Warner Bros in Abu Dhabi is the first week of June 2020.

9. Potential Winner Validation

9.1. At the time that a potential prize winner is identified, the potential prize winner will receive a telephone call from a representative of the Promoters at which point he/she may be required to answer a few questions regarding his/her eligibility as well as be requested to submit certain documents such a copy of his/her South African ID and/or driver's license to the Promoters representative.

9.2. A potential prize winner is not an actual winner at the time of being contacted. Contact is made with a potential prize winner to ensure that the required documents are available. The mobile number of the potential winner is placed into a randomised draw process from which they could be selected as the final winner. The final winner may be required to submit additional documentation as determined by the Promoters. If a potential prize winner

does not meet the eligibility requirements, the prize will be forfeited and a redraw will be executed subject to the terms and conditions herein. A potential prize winner will also have 48 hours to produce the relevant documentation before forfeiting the prize and a runner up being chosen.

9.3. If the Promoters are unable to reach any of the potential prize winners after 3 (three) attempts made within 2 (two) working days of their mobile number being drawn, for whatsoever reason, including incorrect telephone numbers or inoperative telephone numbers or no answer, such a potential winner will be disqualified and a redraw will be executed.

9.4. Eligible winners may be asked to complete an indemnity form for the protection of both the winner/s and Kellogg's. Failure to complete the form would result in a participant forfeiting the prize.

9.5. The winner of the trip and nominated members must be in possession of valid passports for the purposes of international travel. Passports are required to be valid for at least six months after the date of return to South Africa and to have no less than two full blank pages available in the passport. The Winners must be permitted to travel to the specified destination by the relevant authorities.

9.6. The winner shall forfeit the prize in the event that for any reason whatsoever, the winner is prevented or unable to travel to the specified destination or on the specified dates and/or fails to meet the VISA application criteria.

9.7. The choice of service providers and vendors, including but not limited to accommodation and flights is at the sole discretion of Promoters.

## 10. General

10.1. The judges' decision is final, and no correspondence will be entered into.

10.2. The Promoters may require the winners to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules. Should a winner be found not to have 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.

- 10.3. The prizes are 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.
- 10.4. The Promoters reserve the right, at their sole discretion, to substitute the prizes with any other prizes of comparable or greater commercial value for whatever reason.
- 10.5. Product images depicting the prizes are for illustrative purposes only and may differ from the actual prizes.
- 10.6. By entering this Competition you authorise the Promoters to collect, store and use (not share) personal information of Participants for communication or statistical purposes. You are entitled to decline any marketing communication by emailing [consumer.sa@kellogg.com](mailto:consumer.sa@kellogg.com) or dial 0860 200 601. Any personal data submitted by you will be used solely in accordance with current South African data protection legislation and Kellogg's privacy policy.
- 10.7. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall at all times be entitled to decline the above request. 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 Promoters.
- 10.8. Nothing in these Rules is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoters in terms of the Consumer Protection Act, 68 of 2008 ("**CPA**").

- 10.9. All Participants participate entirely at their own risk. By reading and accepting these Rules, the Participants give consent to these risks and hereby indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any of the Promoters.
- 10.10. The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participants, or accept any liability for: (a) any inability by the Participant to use the prize in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the prize.
- 10.11. The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.
- 10.12. The Promoters reserve the right to terminate or extend the Competition at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Promotion and acknowledge that they will have no recourse against the Promoters, its advertising agencies, advisors, suppliers and nominated agents.
- 10.13. By entering the Competition, Participants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. Participants undertake to expeditiously do all things necessary to enable the Promoters to comply with their obligations under the CPA including, but not limited to providing such personal information as may be required in order to facilitate handing over the prize to the Participant. Should any Participant refuse or be

unable to comply with this requirement, the Participant shall be deemed to have forfeited the prize.

10.14. Notwithstanding anything to the contrary contained in these Rules, the Promoters reserve the right to amend, modify, change, postpone suspend or cancel this Competition, the Rules and any prize (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Competition for whatsoever reason, all of the Promoters' obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.

10.15. These Rules shall be governed by and interpreted according to the laws of the Republic of South Africa and any Participant and Kellogg's consent to the non-exclusive jurisdiction of the High Court of South Africa.

10.16. For further information or enquiries please email our consumer services at [consumer.sa@kellogg.com](mailto:consumer.sa@kellogg.com) or dial 0860 200 601.