

Kellogg's® and Planet Fitness All Bran® SA Promotion

KELLOGG'S SOUTH AFRICA· 1ST APRIL 2019

1. Terms and Conditions

1.1. T&C's:

i. All persons (“**Participants**”) entering the **Kellogg's® ALL Bran®** (“**Promotion**”) agree that the Promotion rules, as set out in these terms and conditions (“**T&C's**”) shall apply and are binding on them.

ii. JUPICORP (Pty) Ltd T/A TMARC, Kellogg's® and Planet Fitness are collectively referred to as the “**Promoters**” in respect of the Promotion for purposes of these T&C's.

The prizes of Planet Fitness Vouchers are also referred to as “Gifts”

iii. This Promotion commences on **1st April 2019** and shall run until 23h59 on **30 September 2019**, subject always to any early termination or extension thereof by the Promoters as contemplated in these T&C's.

No entries received after 23h59 on 30 September 2019 will result in a prize.

2. Free Gift:

The promotion entitles the participant to:

i. Two weeks' FREE Planet Fitness membership for 1 person.

3. Entry Process

- i. Buy any of the **All-Bran® promo packs** (packs applicable are 500g, 750g and 1kg All Bran® Flakes) and check inside the box for your unique code.
- ii. Dial the USSD string ***120*832*UniqueCode#** and enter the unique code found inside the promotional box.
- iii. Follow the simple instructions to receive your gift of a two week FREE Planet Fitness Membership.
- iv. Once selected you will receive an SMS with the Planet Fitness voucher code. If the process via USSD is not completed the user will not be issued with their voucher code and would need to restart the process.
- v. USSD sessions are charged from your airtime or billing balance and costs 20cents for every 20 seconds you use the service (free minutes do not apply).

- vi. The Planet Fitness vouchers cannot be exchanged for an alternative gift, cash or other vouchers.
- vii. The Promoter's decision is final and no negotiations or correspondence will be entered into.
- viii. The promoters reserve the right to replace the offer with one of equal or greater value should unforeseen circumstances occur.
- ix. Please send any queries on the promotion, via email to support@tmarc.co.za.
- x. Please expect response between 08h30 – 16h30, Monday to Friday
- xi. All Gift Partners' T&C's, as provided to the Participant at the time that the relevant Gift is redeemed, shall apply in respect of the Gift, and the Participant, in redeeming and utilizing the Gift, agrees to such T&C's.
- xii. Gifts cannot be redeemed for cash in part or whole and is non-refundable and non-exchangeable.
- xiii. **All Gift vouchers must be redeemed in a Planet Fitness Gym by the 31 December 2019, failure to do so will result in forfeiting your Gift.**
- xiv. The campaign USSD line is only open during the promotional period and unique code needs to be entered during the promotion period **1st April – 30 September 2019**.
- xv. The gifts may not be allocated to a Participant if the entry procedures or these T&C's have not been adhered to, or if the Promoters detect and/or suspect any irregularities or fraudulent practices.
- xvi. It is important to note that only 1 Gift is issued per valid entry. A valid entry is defined as the dialing of the appropriate USSD sting (*120*832*UniqueCode#) along with the Unique Code found inside the promotional pack.
- xvii. Each unique code can only be used once to enter the promotion.
- xviii. The Promoters will continuously monitor any irregular behaviour, whether it be in entries and/or Participant's details. Consequently, any violation or attempt and/or suspicion of violation or irregular behaviour and/or non-compliance with these T&C's will result in immediate disqualification of the Participant.

4. How to enter the competition:

The Participant will dial the USSD string ***120*832*UniqueCode# (USSD Costs: 20cents per 20seconds)**, the unique code can be found inside the promotional box of Kellogg's All Bran Flakes, follow the prompts and an SMS will be sent through to the Participant with the Planet Fitness voucher code.

5. EXCLUSIONS AND OTHER IMPORTANT TERMS

5.1 These T&C's contain certain provisions which appear in similar text style to this clause and which:

- I. May limit the risk or liability of the Promoters or a third party; and/or
- II. May create risk or liability for the Participant; and/or
- III. May compel the Participant to indemnify the Promoters or a third party; and/or
- IV. Serves as an acknowledgement, by the Participant, of a fact.
- V. The Participant cannot be a juristic entity and must be an individual;
- VI. The Participant's attention is drawn to these T&C's because they are important and should be carefully noted.

5.2 Nothing in these T&C's 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**").

5.3 The Participant acknowledges that he/she has been given an appropriate opportunity to first read these T&C's and that he/she understands and accepts these T&C's.

5.4 All Participants participate entirely at their own risk. By reading and accepting these T&C's, the Participant gives 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 Promotion and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or willful misconduct of any of the Promoters.

5.5 The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the

Participant, or accept any liability for: (a) any inability by the Participant to use the Gift 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 Gift; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the Gift.

5.6 The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any Gift nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.

5.7 The Promoters, their directors, employees, agents and distributors, have no responsibility for the administration of the venue(s) in relation to the Gifts and will not accept any liability in relation to the quality, performance or availability of goods and/or services at such venues or related to the Gifts.

5.8 The qualifying Participant indemnifies the Promoters, their directors, employees and agents, and holds them harmless in respect of any loss, injury, damage or death (if applicable) caused to the Participant at any venue(s) during the Participant's time spent there in relation to the Gifts.

5.9 The Participant agree to hold the Promoters harmless for any claim made against the Promoters or their respective affiliates by third parties due to the Participant's breach of these T&C's.

5.10 The Promoters reserve the right to terminate or extend the Promotion 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 agent.

5.11 By entering the Promotion in accordance with its terms, Participants acknowledge that the Promotion will be managed in accordance with the provisions of the CPA. Qualifying 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 Gift to the Participant. Should any qualifying Participant refuse or be unable to comply with this requirement, the Participant shall be deemed to have rejected the Gift.

5.12 The Promoters reserve the right to vary these T&C's at any time during the Promotion Period should the need arise by posting such amended T&C's on <https://www.facebook.com/KelloggsSA/notes/> and www.kelloggs.co.za queries in this regard, and a copy of these T&C's can also be obtained on <https://www.facebook.com/KelloggsSA/notes/> and www.kelloggs.co.za

5.13 The Participants indemnify the Promoters, from any and all claims arising howsoever from their participation in this Promotion.

5.14 The Participants further indemnify the Promoters from any claim should this Promotion be called off or extended for any reason whatsoever. Consequently, all Participants agree to waive any rights that they may have in terms of the Promotion and acknowledge that they have no recourse against the Promoters.

5.15 Without detracting in any way from the Promoters' rights in terms hereof, if required, as a result of a change in legislation or if the Promotion is declared unlawful, the Promoters reserve the right to terminate the Promotion immediately and without notice. In the event of such termination all Participants agree to waive any rights they may have accrued in terms of the Promotion and acknowledge that they have no recourse against the Promoters or their promotional agents.

5.16 Notwithstanding anything to the contrary contained in these T&C's, the Promoters reserve the right to amend, modify, change postpone suspend or cancel this Promotion and any Gift (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 Promotion for whatsoever reason, all of the Promoters' obligations in regard to the Promotion as well as in regard to the Gifts shall cease to exist.

5.17 This Promotion is only open to South African residents who are residing in South Africa at the time of accessing the USSD string; ***120*832*UniqueCode#** to enter the Promotion and are aged 18 years or older.

5.18 This Promotion excludes employees of the Promoter, their merchandisers, advertising promotional and PR agencies and all their immediate family members, as well as employees and their immediate family members associated with the suppliers of goods and services with the Kellogg's Promotion.

5.19 These T&C's shall be governed by the laws of the Republic of South Africa.

5.20 Valid in South Africa only.

5.21 Proof of identification (ID/ Driver's License/Passport) needs to be presented and must be a South African resident.

5.22 Tag fee not included.

5.23 Not for previous Planet Fitness members with outstanding fees.

5.24 Can't be used in conjunction with any other partner /promotional offer/deal.

5.2.5 Can't be used in any Planet Fitness Premium club

5.25 All Planet Fitness club rules are to be observed by all guests.