

Kellogg Foodservice Back to School Competition 2020

TERMS AND CONDITIONS

These Terms & Conditions ("**T&Cs**") prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of these T&Cs and by entering this competition (the "**Competition**"), all entrants will be deemed to have accepted and be bound by these T&Cs. Please retain a copy for your records.

Promoter: Kellogg Marketing and Sales Company (UK) Limited, Orange Tower, Media City, Salford, United Kingdom M50 2HF, Company number 3237431 ("**Kellogg**"). Please do not submit entries to this address

Eligibility

1. The COMPETITION is open to all schools in the United Kingdom.
2. The COMPETITION is not open to employees of KELLOGG, its affiliates, subsidiaries, distributors, agents or to their immediate families or persons living in the same household of such individuals or anyone else professionally connected to the COMPETITION.
3. Purchase is not necessary to enter.
4. Internet access and valid Twitter, LinkedIn or Instagram account required.
5. Max one entry and prize per school.

Promotion Period

6. The COMPETITION is open from 00:01 on 1 August 2020 to 23:59 on 31 October 2020 inclusive (the "**Promotion Period**").

Entry Requirements

7. Take a creative picture featuring any Kellogg cereal or snacks product (in any format) ("**Kellogg's BTS Image**").
8. Log into your school Twitter, LinkedIn or Instagram account (or create one for free) and upload your Kellogg's BTS Image using the hashtag #kelloggfoodservice.
9. Applicants will be verified by social media account used to upload the Kellogg's BTS Image.
10. You may only enter once and win one prize during the Promotion Period.

Prizes

11. There will be twenty four (**24**) winning schools overall: (i) two (2) schools will win a £1000 cash prize for a school use of their choice; (ii) two (2) schools will win a selection of Kellogg products including 5 cases of cereal and 5 cases of snacks worth approximately £125; and (iii) twenty (20) schools will win a Kellogg branded colouring book pack containing 100 sheets

Winner Selection

12. Every eligible submitted entry will be marked via an external panel of independent judges who will decide on the winners for each category.
13. Winners of the COMPETITION will be chosen on 10th November 2020.

Winner Notification

14. The winning schools will be contacted via direct message on the social media account used to enter the COMPETITION within 10 business days. The winning schools shall provide contact details including an email address and school address.] Email confirmation which will be sent to the email address provided above..
15. Each cash prize will be sent to a UK bank account notified to KELLOGG by the main contact at the relevant winning school within 60 days of winners being notified. KELLOGG will liaise with the relevant schools in relation to the delivery of other prizes to the school address provided within 60 days of winners being notified.
16. Proof of identity may be required by KELLOGG. Failure to provide proof of identity may result in disqualification from this COMPETITION.
17. All prizes are for school use only.
18. If any winner does not claim the prize within 14 days of the email notification, they will be disqualified from the COMPETITION and lose all rights to claim the prize. A new winner will be awarded the prize on the same basis as described above and must claim the prize within 14 days of notification – failure to claim the prize will result in disqualification from the COMPETITION and will lose the right to claim the prize. In this instance, another winner will be selected.

General

19. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries submitted by or via third parties or syndicates, entries submitted by macros or other automated means, and entries which do not satisfy the requirements of these T&Cs in full will be disqualified and will not be counted. If KELLOGG has grounds to suspect any entrant or third party of cheating, deception or fraudulent conduct of any kind (including, without limitation, manipulating the COMPETITION, KELLOGG reserves the right (in its sole discretion) to disqualify any entrant, entry or person if it reasonably believes to be responsible for, or associated with, such activity.
20. KELLOGG will use entrants' personal data for the administration of the COMPETITION and for no other purpose unless they have the consent of the relevant entrants. KELLOGG will only share entrants' data with their fulfilment partners and for the purposes of and in order to fulfil this COMPETITION. Any and all personal information collected by KELLOGG regarding entrants will be treated in accordance with the GDPR Articles, local Privacy Regulations and the Kellogg's Privacy Policy which is available at: www.kelloggs.co.uk/en_GB/privacy-policy.html. Entrants may request access to their personal data, or have any inaccuracies rectified, by contacting www.pringles.com/uk/contact-us.html. By participating in the COMPETITION, entrants agree to the use of their personal data as described in these T&Cs.
21. KELLOGG may refuse to consider and will remove any submitted entry for any of the following reasons. The entry:
 - a. Uses defamatory or malicious content;
 - b. Contains indecent or inappropriate content;
 - c. Includes any link to inappropriate drinking;
 - d. Includes trademarks, logos or copyrighted material not owned by the entrant. Each entry must be the entrant's own original creation executed solely by entrant;
 - e. Is obscene or offensive, or endorses any form of hate or hate group;
 - f. Defames, misrepresents or contains disparaging remarks about any person or entity, including but not limited to KELLOGG, as determined in the sole discretion of KELLOGG; or

- g. Contains any material that may, in the sole judgment of KELLOGG, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others.
22. By entering, the entrant agrees that:
- They grant to KELLOGG an exclusive royalty free and irrevocable license for 24 months from the opening date of this COMPETITION to use their submitted images, written answers, sublicense, copy, transmit via any sort of digital or analogue media, publish, delete and otherwise misuse, to distribute, reproduce, publicly display and perform, modify, adapt, edit, create works and otherwise use the contents of the entry as well as the usage of the entrants' moral rights on the images, without any consideration and otherwise use of their name, likeness, address, and any statements made by or attributed to the entrant, in whole or in part, either alone or in combination with other materials and content, in connection with the purposes of the COMPETITION;
 - a. They grant to KELLOGG the right to use their images and written answers on KELLOGG website and Facebook for a period of 24 months within the scope of the license mentioned in the aforementioned clause from the opening date of this COMPETITION, in any reasonable manner and media the Promoter deems reasonable and for no further consideration;
 - b. The entrant agrees to sign any necessary documents and deeds in the future in relation to the license mentioned above upon request of KELLOGG. The entrant hereby agrees and declares that he/she will not in any case raise any monetary

23. or non-monetary claims in relation to the submitted images, recipes or written answers;
and
 - a. The entrant indemnifies KELLOGG against any claims, liability, damages, costs or expenses incurred as a result of entering into this COMPETITION.
24. KELLOGG accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. KELLOGG does not guarantee continuous or secure access to Twitter, LinkedIn or Instagram.
25. This COMPETITION is in no way sponsored, endorsed or administered by, or associated with Twitter, LinkedIn or Instagram. You understand that you are providing your information to KELLOGG and not to Twitter, LinkedIn or Instagram and that Twitter, LinkedIn and Instagram have no liability for any element of this COMPETITION.
26. KELLOGG will do its best to ensure delivery of the prizes as stated, but it reserves the right to substitute the prizes of similar or greater value in the event of non-availability of the stated prizes.
27. It is the responsibility of the prize winner to supply the correct personal information including the correct postal address and bank account details. KELLOGG will not be liable for non-delivery of prizes caused by the provision of wrong information, postal disputes or other causes beyond its control.
28. KELLOGG reserves the right not to award a prize(s) if those entered and otherwise winning do not meet reasonable standards as defined by the selection criteria as set out in these T&Cs.
29. KELLOGG decision in all matters is final and binding and no correspondence will be entered into.
30. KELLOGG will be entitled to suspend or terminate the COMPETITION at any time if circumstances adversely affect the operation of the COMPETITION beyond its reasonable control or foresight and will not be liable to anyone as a result.
31. KELLOGG shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control or any other circumstances amounting to force majeure.
32. The winner and all guests may be required to participate in reasonable publicity relating to this COMPETITION, subject to their prior consent.
33. By entering the COMPETITION you are deemed to have accepted these T&Cs.
34. This COMPETITION will be governed by laws of England and Wales and will be subject to the exclusive jurisdiction of the Courts of England and Wales.