

TERMS AND CONDITIONS

These Terms and Conditions 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 the Terms and Conditions and by participating all entrants will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

The Promoter & Administrator:

Kellogg Europe Trading Limited of 3 Dublin Airport Central (DAC), Dublin Airport, Dublin, K67X4X5 (a company registered in the Republic of Ireland with number 387390) ('Promoter').

Promotional Period:

1. Tom Cox: Promotion opens at 09:00hrs Thursday 14th September 2023 and closes at 23:59hrs Saturday 30th September 2023 ('Promotional Period').

How to enter:

2. To take part in this Promotion, you will need to comment on the relevant paid Instagram post of any one of the influencers listed below and tag who you would share a bowl of new Coco Pops Chocos with.
Participating influencers (1x prize per influencer):
 - Louise Boyce @mamastillgotit_
 - Tom Cox @unlikelydad
 - The Greers @meetthegreers
 - Emily Norris @mrsemilynorris
3. Only one entry per profile on the Instagram platform is permitted. If you enter more than once, you will be disqualified. Entries that have been generated by an automatic means will also be void.
4. To participate in this Promotion, participants must have access to the internet and have or obtain an Instagram Account, which must be public. Participants may only participate online.
5. Instagram: The Promoter monitors responses to this promotion and if any responses or any previous posts made by an entrant are, or could be regarded, as being disrespectful towards other members of the Instagram community or which contain anything which is likely to or could cause offence or distress (as defined in clause 8) will be disqualified from the promotion. As someone who enters the promotion, your use on Instagram is subject to the platform's Terms Of Use: <https://help.instagram.com/581066165581870/>
6. By submitting an entry, each participant grants to the Promoter a non-revocable, worldwide, royalty-free licence to use the copyright and other intellectual property rights vesting in their entry for all purposes connected with this Promotion, including but not limited to display on the Promoter's website and any other website or re-posting/sharing the content on social media channels of the Promoter and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion.

Entries will be deemed invalid if any response:

- contains defamatory, malicious, indecent or other inappropriate content;
- Contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand partner;
- Promotes any political, blasphemous or religious agenda or any content deemed to incite religious or racial hatred
- in the reasonable opinion of the Promoter, cause any widespread or serious offence (taking into account prevailing community views or standards);
- Defames, misrepresents, or contains content for the intended purpose of harassing, threatening or embarrassing individuals or multiple individuals or insults other people or companies, including, but not limited to the Promoter (including its partners);
- Contains any images of children;
- contains content deemed socially irresponsible or likely to breach the CAP Code.
- Any Instagram name or profile photograph which contravenes the above will be void, and any entries will not count.

Eligibility:

7. Entrants must be residents of the United Kingdom (England, Scotland, Wales and Northern Ireland). Entrants must be aged 18 years and over. Employees of the Promoter, their immediate families, affiliates, agents or anyone else professionally connected with this Promotion are excluded from entering.
8. No purchase necessary.
9. Entrants will require internet access and a public Instagram account. If you do not have an account, you will need to create one in order to participate – you will require an active email address in order to do this. An Instagram account can be opened at www.instagram.com.
10. There is one prize of 1x 6 months supply of Coco Pops Chocos per influencer listed in clause 2, which will be delivered to 1 UK home address of the prize winner within 30 days of the winner replying to the private message winner notification and providing a valid UK delivery address for delivery of the prize.
11. A 6 month supply of Coco Pops Chocos is 12 packs. We have calculated this based one 1x 30g serving being consumed per day. Please be sure to eat in moderation and as part of a healthy balanced diet. Why not share and enjoy the tasty deliciousness with friends and family.
12. If a winner is not able to accept the Prize for any reason, cannot be contacted within 14 days of the draw date, hasn't responded within 14 days of first notification, or fails to provide any required proof of age or consent, the Promoter reserves the right to award the Prize to another entrant.
13. The Promoter must either publish or make available information that indicates that a valid award took place for this Promotion. To comply with this obligation the Promoter will send the surname and county of the prize winner and, if applicable copies of their winning entries, to anyone who contacts us via the online contact form found here www.kelloggs.co.uk/en_GB/contact-us.html using the promotion "*Coco Pops Chocos influencer giveaway*" as the subject line.
14. If you object to any or all of your surname and county being made available, please contact the Promoter via the online contact form which can be found here www.kelloggs.co.uk/en_GB/contact-us.html using the promotion "*Coco Pops Chocos influencer giveaway*" as the subject line. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
15. The entrant entering the promotion must be the owner of the Instagram account used. Proof of ownership of the social media account and proof of age may be required.
16. Any entries received from private accounts on Instagram will not be entered due to privacy restrictions. To enter from a private account, participants must amend their account settings to a public account in order for their entry to be accepted.
17. Entrants must have owner's permission before using a computer, device and/or internet access which is not owned or paid for by the entrant to enter the Promotion. The Promoter will not be liable for any internet or mobile connection, or other charges incurred in entering the Promotion.
18. Max 1 entry per person only; a person can only use one Instagram account to enter.
19. Entry can only be made on Instagram, there is no other route of entry,
20. Entries submitted after the closing date will not be included in this prize draw.

Prize Details:

21. There is 1 prize available per influencer (4 in total). 1 x winner will win a 1x 6 month supply (12 packs) of Coco Pops Chocos to be delivered to 1 UK home address within 30 days of receiving the winner's valid address details.
22. Prize is non-refundable and non-transferable. Prize is as stated and no alternative will be provided in whole or part.
23. If a prize is not available in the event of circumstances outside of the Promoter's control, it will be replaced with something of equal or greater value.

Winner selection, notification and verification:

24. The draw will take place within 10 working days of the promotional closing date. The winner will be drawn at random by a computer generated process from all entries received within the Promotional Period.
25. Only entries that complete the entry instructions are eligible to win a prize.
26. Within 10 working days of the draw, the winner will be notified via an Instagram direct message to the Instagram account they used to enter, to start the prize verification and fulfilment process. The winner has 14 days from original notification to provide their full name, date of birth, county of residence, confirmation of Instagram handle and proof of identification by contacting the email address provided to them via direct message on Instagram.
27. The Promoter will verify the winner by requesting full name, date of birth, Instagram handle and proof of identification for prize fulfilment purposes, and county of residence for winner list purposes if consent is given.
28. The verification process will be conducted within 10 working days of receiving the required details. Once verification has been completed, the winner will be asked to provide a UK delivery address for the prizes to be fulfilled. The winner has 7 days to provide their UK delivery address. Delivery of the prize will be within 30 days of receiving the winner's valid address details.
29. If a winner does not respond within 14 days of original notification, is ineligible, rejects their prize, is unable to take the prize, or does not provide their address details for prize fulfilment within 7 days of the request, they shall be disqualified and will lose their entitlement to the prize (which will subsequently be awarded to a reserve entrant selected at the same time of the initial prize allocation). The process will repeat until an eligible winner is able to claim the prize, for a period of 3 months after the closing date, after which all remaining prizes will be null and void.
30. Entrants are encouraged to monitor their Instagram direct message inbox (and message requests inbox) during this time in case they are a winner. It is the responsibility of entrants to check their messages to ensure they are in receipt of any communications from the Promoter.
31. It is the responsibility of each winner to provide their correct, up-to-date details at the time of prize acceptance for their prize to be processed. The Promoter cannot be held responsible for any winner failing to supply accurate information which affects prize acceptance or delivery.

General:

32. The Promoter reserves the right to verify all entries and the winner including, but not limited to, any entrant's identity or age (passport, driving licence or equivalent) which they must provide in 14 days), and to refuse to award a prize or withdraw prize entitlement or refuse further participation in the Promotion where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, or any instructions forming part of this Promotion's entry requirements, or otherwise where a participant has gained unfair advantage in participating in the Promotion, or won using fraudulent means. The Promoter will be the final arbiter in any decisions, and these will be binding.
33. Winners may be asked to participate in publicity relating to the Promotion, of which consent would be requested.
34. Numerous factors outside the control of the Promoter may interfere with the operation of Instagram. The Promoter does not therefore guarantee continuous, uninterrupted or secure access to this website.
35. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Promoter and not to Instagram. By entering the promotion, all participants accept that they have no claim against Instagram. By entering the promotion, all participants agree to a complete liability release for Instagram. All entries are also subject to the platform's terms of use and you can find them here: <https://help.instagram.com/581066165581870>
36. Unless otherwise agreed in writing by the Promoter, prizes will only be awarded directly to the winner.
37. The Promoter is not responsible or liable for:
 - 37 a. Any entries that are lost or delayed due to faulty, failed or erroneous electronic data transmissions.
 - 37 b. Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines satellites, servers, computers or providers utilised in any aspect of this Promotion causing delays or disruption.
 - 37 c. Entries which are lost, delayed, corrupted, damaged, misdirected, or incomplete or cannot be delivered for any technical, delivery or other reason. Proof of submission will not be accepted as proof of receipt.

37 d. Inaccessibility or unavailability of the internet.

38. In the event of exceptional circumstances outside its reasonable control and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the Promotion or these Terms and Conditions at any stage, for any reason, without notice, and without liability to you, or any third party, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.
39. The Promoter and its associated agencies and companies cannot accept any responsibility for any damage, loss, liabilities, injury, costs, expenses, or claims suffered by any person in connection with this promotion, the fulfilment of the prizes and/or the use of the prizes . The Promoter further disclaims liability for any injury or damage to you or any other person as a result of participation except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
40. The decision of the Promoter shall be final and binding in all promotional matters and no correspondence will be entered into.
41. These terms and conditions and any related disputes are subject to interpretation under the laws of England and Wales, and to the jurisdiction of the courts of England and Wales, unless you live in another part of the UK, in which case your local courts will have jurisdiction.
42. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.

Data Protection:

43. Any personal data submitted by Entrants the Promoter will be processed in accordance with data protection law. We will only use the personal data of Entrants on the basis of consent.
44. The Promoter will use participants' personal data solely for the purpose of administering this Promotion.
45. Personal data of the winner will be retained for 1 year after the close of the competition. Data of non-winners will be deleted immediately following the draw / end of the promotion. Entrants have the right to withdraw their consent at any time. They may also access their data or apply for erasure. For further details on use of your personal data please visit: www.kelloggs.co.uk/en_GB/privacy-policy.html. You can also contact Kellogg in relation to your data by emailing DataPrivacyOfficer@kellogg.com
46. The Promoter uses personal data strictly in accordance with data protection law, including General Data Protection Regulation (GDPR) and all application data protection legislation. Any information collected regarding participants into this promotion will be treated in confidence in accordance with Kellogg's Privacy Policy: www.kelloggs.co.uk/en_GB/privacy-policy.html
47. Personal data may be passed on to third party suppliers only insofar as required for the fulfilment/delivery/arrangement of the Prize. The Promoter will ensure that all personal data will be processed in accordance with data protection law. Data protection questions and concerns can be addressed to DataPrivacyOfficer@kellogg.com