Terms and Conditions for the Kellogg's #HelloHappyGuts Challenge Competition

Short ts and cs

UK and ROI. 18+. Opens 05.03.19 to 12.04.19. 5 happy gut hampers are available to win. Max. 1 prize per person. Hamper prizes subject to change. Prize draw: to enter post a photo or video with any Kellogg Happy Gut range packs using the hashtag #HelloHappyGuts. Internet access required. Full ts and cs apply and can be found at https://www.kelloggs.co.uk/en_GB/brands/happy-gutTandcs-.html

The "**Promoter**" is Kellogg's UK Kellogg Marketing and Sales Company (UK) Limited . The "**Administrator**" is Rothco Ltd. The "**Hosts**" are Takumi; @kellyprincewright; @joshstockdalee; @youleanmeup; @emmaplusthree; @skirmy; @coppergarden; @jonathanbarakat; @hayleyfocsan; @cook_yourself_slim; @sandymakessense; @simonavs; @myperfectgreens; @theblondeflamingo; @eatandlovee; @fitnessfreddie

1. How to participate

To enter into the promotion you must post to your Instagram account an image or video as evidence of participation in the Happy Guts Challenge using the hashtag <u>#HelloHappyGuts</u>.

2. Start of the promotion period

This promotion period starts 05/03/2019

3. End of the promotion period

This promotion period ends 12/04/2019

4. Prize

All qualifying entries made during the promotion period will be eligible to win the prize worth consisting of:

• The Kellogg's Happy Gut Range; 1 x All Bran, 1 x Fruit'n'Fibre, 1 x Bran Flakes

- A selection of gut healthy products such as kombucha, kimchi, sauerkraut, probiotics, energy drinks. These are subject to change at the promoter or administrators discretion.
- Hazel Wallace's book 'The Food Medic' either the 2017 or 2018 version.

Internet access is required to enter this promotion.

The Promoter, Administrator and the Hosts accept no responsibility for difficulties experienced in submitting an entry to this Promotion.

Entries which are incomplete, misspelt, inaudible, or incomprehensive are void and will not be entered into this promotion.

If for any reason any aspect of the Promotion does not function correctly, whether by means of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, Administrator and Hosts that corrupts or affects the administration, integrity or fairness of the Promotion, then the Promoter may at its sole discretion cancel, modify or suspend the Promotion and/or invalidate affected entries.

The Promoter reserves the right, at its discretion, to disqualify any entrant and withhold prizes if it has reasonable grounds to believe the entrant has breached any of these rules or if they do not comply with any of these terms and conditions.

5. Selection of the winner

The winner of the prize draw will be randomly selected by the Administrator, unless specified otherwise, from all qualifying entries submitted in accordance with these Terms, within five (5) business days of the promotion period ending. Participants will need to make their account public in order for their entries to be visible to the Administrator /Host.

You acknowledge that you may be required to be used in publicity, including but not exclusive to the Promoter and Hosts' website and associated social media accounts, if you are selected as a winner.

6. Restrictions and requirements

Please note the following restrictions and requirements apply:

This promotion is open to entrants aged 18 and over only who reside in the UK and Ireland.

Employees of the Promoter, Administrator and the Hosts, their partners or any company involved in the Promotion, or members of their families or households, are not eligible to win.

7. Notification of the results and receipt of the prize

The Administrator will use reasonable endeavours to contact the winner, by direct messaging their account from their winning Instagram post, asking for the winner's email address within five (5) business days.

The winner will have five (5) days to reply to the Host's comment providing their email address.

If the winner doesn't reply within five (5) days, the winner forfeits the right to claim the Prize. Neither the Promoter, the Administrator nor the Hosts shall be responsible should the winner provide incorrect contact and/or delivery details.

Should a winner forfeit or refuse their prize, the Administrator will randomly select another winner from all qualifying entries submitted in accordance with these Terms. This process will continue until the prize is claimed.

8. General

- 1. The Promoter reserves the right to amend these terms and conditions.
- 2. In the event of any dispute regarding the rules, conduct, results and all other matters relating to the Promotion, the decision of the Promoter shall be final and no correspondence or discussion shall be entered into.
- 3. The winner will be asked to receive their prize in accordance with these Terms and any other instructions provided by the Administrator and Promoter.
- 4. The Promoter reserves the right at any time to substitute an alternative prize of similar or greater value.
- 5. The Promoter, Administrator, Hosts and their associated agencies and companies accept no liability for any loss, expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Promotion or the winners' enjoyment of the prize, other than such liability that cannot be excluded by law including death or personal injury caused by negligence, where liability shall be limited to the minimum permissible by law.
- 6. Once you have submitted an entry, you acknowledge that the copyright in your entry will be owned by the Promoter.
- 7. By entering this Promotion, you agree to a complete release of Instagram from any or all liability in connection with this prize draw.

- 8. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. You are providing your information to the Promoter and not to Instagram. The information you provide will only be used in administration of the prize draw.
- 9. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation, and will not be disclosed to a third party without the individual's prior consent. Please see the Promoter's Privacy Policy (https://www.kelloggs.co.uk/en_GB/privacy-policy.html) for further details.
- 10. These Terms shall be governed by and construed in accordance with the laws of England. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.
- 11. Any enquiries about this Promotion should be directed to @kelloggshappyguts Instagram account.