Long Terms & 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.
- 2. The promotion is only open to business owners and employees of registered customers of Unitas Wholesale Ltd, Bestway Group Ltd, Sugro UK, Confex Ltd, National Buying Consortium Ltd, Booker Group Ltd only and is not open to members of the public.
- 3. The Promoter is Kellogg Marketing and Sales Company (UK) Limited (03237431) ('the promoter') and the registered address is Orange Tower Media City UK, Salford, Greater Manchester, M50 2HF.
- 4. The Data Controller is Kellogg Marketing & Sales Company (UK) Limited (03237431) and the registered address is Orange Tower Media City UK.
- 5. The Third Party Prize Fulfilment Agency and Data Processor is Cloud Nine Incentives LTD, Market House, Silver End, Olney, Buckinghamshire MK46 4AL
- 6. Employees or their family members of Kellogg Marketing and Sales Company (UK) Limited (03237431), its subsidiaries, other group companies, its agents or anyone else connected in any way with the prize draw or helping to set up the prize draw shall not be permitted to enter the prize draw.
- 7. Employees must obtain their employer's permission to take part. Any personal/business tax liability arising from taking part in the promotion will be the responsibility of the entrant.
- 8. Entrants must be aged 18 or over. Open to GB residents only (England, Scotland & Wales).
- 9. Purchase required see clause 17 for qualifying products. Retain receipt as proof of purchase.
- 10. The promotion is open from 00:01 on 02.02.2025 and closes at 23:59 on 10.03.25 (the 'promotional period'). Any entries received outside this period will not be accepted.
- 11. To enter prize draw: business owners or employees of registered customers must purchase a case of a qualifying Kellogg's Oaties Original cereal product (500g) (as defined in Clause 17 below), from any Unitas Wholesale Ltd, Bestway Group Ltd, Sugro UK, Confex Ltd, National Buying Consortium Ltd, Booker Group Ltd depot in-store and text OATIES followed by a space then your full name to 60777 during the promotional period. Retain receipt for validation purposes showing date of purchase during the

promotional period and prior to date of entry. Each valid entry must be accompanied by an individual receipt.

- 12. Entrants must have a mobile phone able to send and receive messages to /from 5 digit short codes. Text messages will be charged at your standard network rate (they may not be included within any free text package, please check with your network provider if you are unsure). Users on virtual mobile networks may not be able to text the short code. Please check with the bill payer before sending a text entry. Entrants are advised to take care when submitting an entry; the Promoter is not responsible for mistypes and incorrect texts may still be charged. Only correctly submitted entries will be accepted. For the avoidance of doubt, text entries featuring spelling mistakes will be disqualified. Capital or lowercase letters will both be accepted. Entries received after the closing date will not be entered but may still be charged. Proof of sending will not be accepted as proof of deliver.
- 13. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical, network or software reasons or otherwise or any other reason beyond the Promoter's control. Entrants who make an entry on someone else's behalf will be disqualifed, at the Promoter's discretion. Incomplete, illegible, invalid, or misdirected entries will not be accepted.
- 14. Entrants will be confirmed with a 'Thank You' response. There is no charge to the entrant for this message.
- 15. Entry is by text only. One entry permitted per person, per week, during the promotional period. For the avoidance of doubt only one unique mobile number will be accepted per person, and a person can only use this mobile number to enter. Any use by entrants of identities other than their own and/or any entrant using multiple mobile numbers, and/or any other methods to enter this promotion will be disqualified and any prize entitlement will be void. A mobile number can only be used by one person and it cannot be shared within a household. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an entrant or household has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
- 16. Max 1 entry per person per week. Max 1 prize per person.
- 17. Purchase must be a case of Kellogg's Oaties Original cereal products (500g) to be valid for entry. The 'Qualifying Products' are listed below (subject to availability and whilst stocks last):

Kellogg SKU Code	Product Description
5103587000	Oaties 5x500G UK PMP

18. Entries (bulk or otherwise) made from syndicates, consumer groups or third parties or other automated means along with entries which do not satisfy these terms and

conditions will not be accepted. If it becomes apparent that a participant is reposting the same content multiple times or using multiple handsets, multiple identities or a computer(s) to circumvent this or any other condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified and any prize award will be void. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.

- 19. There are 10 x prizes available to be won in total, their value is detailed as follows:
 - i. 10 x winners of a £1,000 cash prize paid via BACS transfer to each winners GB bank account .
- 20. No alternative prize will be provided, except that in the event of circumstances outside of Its control, the Promoter reserves the right to substitute a similar prize of equal or greater value. The prize is non-transferable.
- 21. The 10 x prize winners will be drawn at random by an independent adjudicator from all the valid entries received and verified by the Third Party Prize Fulfilment Agency by 13.03.25. A winner will be redrawn if they have been drawn or won previously.
- 22. Winners will be contacted within 5 working days via SMS using the mobile number used to enter the promotion. The prizes must be claimed within 14 days of first notification. To claim, winners must reply to the e-mail address provided within the SMS providing their receipt image, full name, email address, mobile number (must be the same as the number used for entry) and provide valid proof of identity including date of birth (passport, driving licence or equivalent form of identification clearly showing the winner's date of birth) to acknowledge their prize and confirm the details to be provided to the Third Party Prize Fulfilment Agency. County of residence will be requested for the purpose of the winners list if no objection is received.
- 23. All reasonable effort will be made to contact winners using the mobile number used to enter the promotion via SMS and phone call, however, if their prize is not claimed within 14 days of first notification or a winner is ineligible or rejects their prize, the Promoter reserves the right to draw an alternative winner (using the same mechanism as for the original winner) and the original winner will forfeit any rights to a prize. The process will repeat for a period of 3 months after the closing date, after which all remaining prizes will be null and void. It is the responsibility of the entrant to ensure that they respond to the winner notification SMS by providing the details requested to the email address provided. Entrants are encouraged to monitor their connections during this time in case they are a winner.
- 24. Once details requested have been provided and validated, they will then be contacted by Third Party Prize Fulfilment Agency within 7 days of providing the above details and being confirmed as a valid winner to arrange prize fulfilment and obtain GB bank account details.

- 25. The 10 x £1,000 Cash prizes will be supplied by BACS transfer from the Third Party Prize Fulfilment Agency using a secure process GB bank account required for transfer. To receive their cash prize, the winners will be asked to provide their bank details for the BACs transfer of the £1,000 cash prize within 7 days from the date of request. The name on the GB bank account will be confirmed to ensure that it matches the name of the prize winner. The winners will be asked to input their bank details into a password protected form and share with the Third Party Prize Fulfilment Agency over email.
- 26. Entrants must have a GB bank account to receive their cash prize. The bank details will be stored in a secure location and will only be used for the purpose of the promotion and deleted as soon as the transfer has been made.
- 27. Once the winners have successfully confirmed all details for prize fulfilment and the completion of the verification process, their cash will be fulfilled within 28 days of receipt of valid GB bank details. If a prize winner does not receive their BAC's payment for their cash prize, within the 28 days specified, please contact the Third Party Prize Fulfilment Agency by emailing info@uponcloudnine.co.uk.
- 28. It is the responsibility of the winners to provide their correct, up-to-date details when confirming acceptance of their prize in order for the prize claim to be processed. The Promoter cannot be held responsible for a winner failing to supply accurate information which affects prize acceptance or delivery of their prize.
- 29. The decision of the Promoter is final. No correspondence will be entered in to.
- 30. Under no circumstances will the Promoter and its associated agencies be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expenses arising from or in any way connected with the promotion or prizes 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.
- 31. The winners' surnames and counties of residence will be available on request for a maximum of 3 months after the end of the promotional period by emailing using the form which can be found at www.kelloggs.co.uk/en_GB/contact-us.html putting 'Oaties'. We reserve the right to refuse such requests. Entrants can object to disclosure, or request that disclosure be limited in scope by using the form whichh can be found at: www.kelloggs.co.uk/en_GB/contact-us.html. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
- 32. Winners may be requested, but are not obliged, to enter into publicity as a result of the promotion.
- 33. The Promoter reserves the right to verify all entries including but not limited to asking for proof of purchase and ID including date of birth (passport, driving licence or equivalent form of identification that clearly states the entrant's date of birth). The Promoter reserves the right to refuse to award a prize or withdraw prize entitlement

- and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, the spirit of the promotion, any instructions forming part of this promotion's entry requirements or otherwise where a participant has gained unfair advantage in participating or won using fraudulent means. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize awarded will be void.
- 34. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, traffic congestion, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, modify or suspend the promotion or invalidate any affected entries. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoter will not be liable for any failure to perform or delay in performing its obligation but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.
- 35. The Promoter has no control over internet or communication networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control including, but not limited to, user error and any network, computer, hardware or software failures of any kind which may restrict, delay or prevent a participant's entry to the promotion.
- 36. We are committed to protecting your privacy. Kellogg Marketing and Sales Company (UK) Limited is the controller of your personal data will only process your information to administer this promotion in line with these terms and conditions. We will only use the personal data of entrants on the basis of consent. For further questions on how we use your data, please see our Privacy Policy below. You can also contact us at DataPrivacyOfficer@kellanova.com. Any information collected regarding entrants into this Promotion will be treated in confidence in accordance with current Data Protection legislation and the Promoter's Privacy Policy that can be found at: https://www.kelloggs.ie/en_IE/privacy-notice.html. Data will be stored for 3 months after the close of the promotion before deletion. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to DataPrivacyOfficer@kellanova.com. By participating in the promotion, you agree to the use of your personal data as described here.

- 37. The Third Party Prize Fulfilment Agency and Data Processors' Privacy Policy can be found at: www.uponcloudnine.co.uk/privacy.html.
- 38. 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.
- 39. These Terms and Conditions shall be governed by the law of the relevant country for each entrant, and entrants submit to the exclusive jurisdiction of the courts of the relevant country they reside in.