

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 is: Kellogg Marketing and Sales Company (UK) Limited, Orange Tower, MediaCityUK, Salford M50 2HF (company registration number 03237431).

Eligibility:

1. The promotion is open to all convenience retail store managers/owners (store must be under 3,000 sq. ft and be one of the following: Co-operative retailer, convenience forecourt, convenience multiple store, symbol store or non-affiliated independent store) and their staff in GB (England, Scotland, and Wales). Excludes residents of the Republic of Ireland, NI and employees (and their immediate family) of Kellogg Marketing and Sales Company (UK) Limited, agencies, associates or anyone professionally connected with the promotion.
2. Entrants must be aged 18 or over.
3. The winning entrants will be required to provide evidence upon contact (see clause 21) that they are a store manager/owner of a convenience retailer. Prize may be transferred to store employee upon allocation.
4. Max 1 prize per store.
5. Internet access and purchase required.
6. Retain receipt/proof of purchase.

Promotional Period:

7. The promotion is open from 00:00:00hrs on 12.07.2021 to 23:59.59hrs on 12.09.2021. Entries outside this period will not be accepted.

How To Enter:

8. To enter prize draw, buy a case of Crunchy Nut Nut Butter Bars for your store online or in stockists. Email a copy of your invoice/receipt showing a date of purchase during the Promotional Period, along with your full name, store name, store address and store telephone number, to enter@CNwin.co.uk
9. There are no restrictions to the amount of times one store and person can enter the promotion, subject to buying a new case of Crunchy Nut Nut Butter Bars and using a

different invoice/receipt within each entry submitted. Entrant will be notified if their entry isn't valid by email at the end of each week within the Promotional Period. Each valid entry will be submitted into the prize draw.

10. 1 x case of Crunchy Nut Nut Butter Bars bought = 1 entry into the prize draw.
11. Purchase must be a case of Crunchy Nut Nut Butter Bars to be valid for entry.
Participating products listed below:
 - a. Crunchy Nut Nut Butter Bar Cocoa Hazelnut Single 45g - 12 per case.
 - b. Crunchy Nut Nut Butter Bar Almond Single 45g - 12 per case.
12. Entries that are incomplete, corrupted, delayed, wrongly delivered, or not received for whatever reason will not be accepted. Proof of sending will not be accepted as proof of delivery. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise.
13. No third party or bulk entries. If it becomes apparent that a participant is reposting the same content multiple times or using a computer(s) to circumvent this or any other condition including, and without limitation, using multiple identities, acting fraudulently or dishonestly in the opinion of the Promoter or otherwise acting in violation of these terms, these participants will be disqualified, and any prize entitlement will be void.

Prize Details:

14. There are 5 x £500 cash prizes to be won, which will be paid via BACS or cheque – UK bank account required for transfer.
15. 5 x winners will be selected at random from all valid entries at the end of the 9-week promotional period and will be notified using the details provided (see clauses 18-23 for full claim process).
16. All prizes are non-transferable, non-refundable and cannot be exchanged for any alternatives in whole or in part. The decisions of the panel are final, and no correspondence will be entered into.
17. Any tax liability arising from receipt of the prize will be the responsibility of the recipient.

Winner Selection:

18. All valid entries received during the promotional period of 00:00 12.07.2021 to 23.59 12.09.2021 will be collated and entered into a prize draw, which will take place by 23.59 19.09.21.

19. Winners will be drawn at random via an independent third party adjudicator. An alternate winner will be drawn if the same winner is drawn more than once.
20. Winners will be contacted within 7 days after the completion of the prize draw using the email address used for entry. The prizes must be claimed within 14 working days of first notification. To claim, the winner must reply to email notification to acknowledge their prize, confirm the details provided at entry stage and they will then be called within 7 days of the draw date to be verified and to arrange delivery of their prize (see clause 20 for full verification process). All reasonable effort will be made to contact winners using the email address and telephone number provided, however, if the prize is not claimed within 14 working days of first notification or the winner is ineligible or rejects the prize, an alternative winner will be chosen and the original winner will forfeit any rights to a prize. The process will repeat until an eligible winner is able to claim the prize. Entrants are encouraged to monitor their email and telephone connections during this time in case they are the winner.
21. Verification process: Winners will be verified via email and must confirm the details provided on entry and also provide written proof of the store which they are representing within 14 days of notification, for example, in the form of photographic evidence (e.g. photo badge ID), documented evidence (e.g. payslip and invoice/order confirmation) or any valid proof of ownership or their role as store manager. A copy or photo of this must be supplied via email to an email address supplied by the Promoter within 14 days of notification. The winner must also speak to a representative of the Promoter on the telephone to be verified for prize fulfilment after claiming their prize via email. Both stages must be completed to claim the prize. The winner will be contacted via the telephone number provided on entry. To receive their cash prize, the winner will also be asked:
 - a. To provide their bank details for the BACs transfer of the £500 cash prize. The name on the bank account will be confirmed to ensure that it matches the name of the prize winner. The winner (or nominated employee receiving the prize) will be asked to share their bank details via email during the verification process.
 - b. The winner can request their £500 cash prize to be fulfilled by cheque rather than BACs transfer and when verified will be asked to confirm their full name, store name and address for this to be fulfilled.
22. During verification process, the store manager/owner who has entered will be asked if they would like to award their prize to an employee. If so, the winner must notify the employee. The nominated employee must then contact **enter@CNwin.co.uk** to claim their prize, by giving their name, store address and telephone number and following the verification process in clause 21.
23. Entrants must have a UK bank account to receive the £500 cash prize. The bank details will be stored in a secure location and will only be used for the purpose of the promotion. Bank details will be deleted 3 months after the closing date.

24. Once the winner (or nominated employee) has successfully confirmed all details for prize fulfilment and successfully completed the verification process, a BACs payment for the £500 cash prize will be transferred to the bank details provided by the prize winner (or nominated employee) within 28 days of receipt of bank details and the completion of the verification process. If the prize winner (or nominated employee) does not receive their BAC's payment within the 28 days specified, please contact enter@CNwin.co.uk within the next 7 days after day 28.
25. If a cheque has been requested, this will be posted 1st class via Royal Mail to the confirmed address, addressed to the allocated prize winner and will arrive within 28 days of the completion of the verification process. The cheque must be cashed within 8 weeks from the date of delivery otherwise the cheque will be void. If the prize winner (or nominated employee) does not receive their cheque within the 28 days specified, the promoter must be contacted within the next 7 days after day 28 to receive a replacement. The winner (or nominated employee) should expect to receive their prizes within 28 days of claiming.
26. It is the responsibility of the entrant (or nominated employee) to provide their correct, up-to-date details when confirming acceptance of the prize in order for their prize claim to be processed. The Promoter cannot be held responsible for the winner (or nominated employee) failing to supply accurate information which affects prize acceptance or delivery of their prize.
27. Where we suspect that an individual has breached these T&Cs we reserve the right to verify all entrants and the winner and ask for proof of identity, age and address and that they are the person associated with the winning notification which must be provided within 7 days. 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.
28. The winner (or nominated employee) may be asked but is not required to take part in reasonable publicity relating to this promotion without payment. Such publicity may include, without limitation, publishing the winner's name, their image and any statements made by them concerning the promotion and the prize won as part of the promotion. Any publicity is subject to the winner's consent.
29. The surnames and counties of the winners will be made available on request by emailing enter@CNwin.co.uk within 3 months of the closing date. We reserve the right to refuse any or all such requests. Participants may request their surname and county is not published in the event they win by emailing enter@CNwin.co.uk before 23:59 on 12.09.2021. However, the Promoter shall provide the surname and county of the winner to competent authorities upon request from such competent authorities (including the Advertising Standards Authority).

Conduct of Entry:

30. In the event of circumstances outside the reasonable control of the Promoter we reserve the right to cancel, amend, withdraw, terminate or temporarily suspend this

promotion for whatever reason, with no liability to any entrants or third parties if the failure to deliver our obligations is outside our reasonable control. However, if this happens, we will use all reasonable endeavours to avoid consumer disappointment.

31. 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.
32. Entry into the promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this promotion save that nothing in these Terms and Conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.
33. The Promoter's decision is final and binding. No correspondence will be entered into.
34. 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.
35. The laws of England apply to this promotion, and the English and Welsh courts shall have exclusive jurisdiction over any proceedings in connection with this promotion unless you live in Scotland, in which case your local courts will have jurisdiction.

Data Protection:

36. As part of the promotion, we collect email address, full name, store address, telephone number and bank details in order to verify and provide the prize to each winner (or nominated employee) only, these will be deleted 3 months after the closing date. By participating in the promotion, the entrant grants the Promoter the right to use such details to verify the eligibility of the winner and supply the prize. The legal basis for the processing of the data in connection with the promotion is the positive consent of the entrant. Entrant and winners' details will be passed on to a third parties for prize administration but will not be used for any other purpose. The personal data will not be transferred outside the European Union. Your personal details will at all times be kept confidential and in accordance with current Data Protection legislation. To find out more about how we use and protect your personal data, as well as your privacy rights visit https://www.kelloggs.co.uk/en_GB/offers-and-promotions.html. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to enter@CNwin.co.uk.