

Long Terms & Conditions

1. 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 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. The Data Processor is Cloud Nine Incentives Ltd and the registered address is The Station, 7 High Street, Olney, Bucks, MK46 4EB.
5. The Third Party Prize Fulfilment Agency is Cloud Nine Incentives Ltd, The Station, 7 High Street, Olney, Bucks, MK46 4EB.
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.
10. The promotion is open from 00:01 on 26.08.2024 and closes at 23:59 on 15.09.24 (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 any of the qualifying Kellogg's cereal products (420g, 460g, 430g, 410g, 450g) (as defined in Clause 14 below), from any Dhamecha, Parfett's, United Wholesale Scotland & United Wholesale Grocers depot in-store and text MERLIN followed by a space then your full name to 60777 during the promotional period. Winners will be drawn at random from all valid entries received during the promotional period stated by an independent adjudicator. 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. Text messages will be charged at your standard network rate (they may not be included within any free text package). 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 delivery.
13. There is no limit on the number of entries per person, with each entry accompanied by an individual receipt. Max 1 prize per person.
14. **Purchase must be a case of Kellogg's cereal products (420g, 460g, 430g, 410g, 450g) to be valid for entry. The 'Qualifying Products' are listed below (subject to availability and whilst stocks last):**

Kellogg SKU Code	Product Description
5103266003	Coco Pops 6x420G UK PMP
5103291000	Crunchy Nut 460g UK PMP
5103272003	Rice Krispies 7x430G UK PMP
5103278003	Krave 6x410G UK PMP
5103049004	Cornflakes 6x450G UK PMP

15. Entries (bulk or otherwise) made from syndicates, consumer groups or third parties 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.
16. Incomplete, illegible, invalid or misdirected entries 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.
17. There are 10 x prizes available to be won in total, their value is detailed as follows:
 1. 10 x winners of a £1,000 cash prize paid directly via BACS transfer to each winner's GBbank account.
18. 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

19. Winners will drawn and 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, name, email address, mobile number (must be the same as the number used for entry) and provide valid proof of identity (passport, driving licence or equivalent) 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.
20. All reasonable effort will be made to contact winners using the mobile number used to enter the promotion, 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 until an eligible winner is able to claim the prizes, 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.
21. 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 UK bank account details.
22. The 10 x £1,000 Cash prizes will be supplied via BACS transfer by the Third Party Prize Fulfilment Agency via a secure process – UK 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 UK 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.
23. Entrants must have a UK 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.
24. The prizes may be redeemed by the winners only and are not transferable and cannot be swapped for another prize.
25. 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 UK 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.
26. **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.

27. The decision of the Promoter is final. No correspondence will be entered in to.
28. Under no circumstances will the Promoter 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.
29. The winners' surnames and counties of residence will be available for 3 months after the closing date by emailing info@uponcloudnine.co.uk. We reserve the right to refuse such requests. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting info@uponcloudnine.co.uk. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
30. Winners may be requested, but are not obliged, to enter into publicity as a result of the promotion.
31. The Promoter reserves the right to verify all entries including but not limited to asking for proof of purchase and ID (passport, driving licence or equivalent). 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.
32. 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.

33. 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.
34. We are committed to protecting your privacy. By entering this Promotion, Kellogg Marketing and Sales Company (UK) Limited will process your personal Information with your consent for the purpose of administrating the Promotion in accordance with the terms and conditions. We will never sell your data to third parties. Your Data will be stored for 3 months after the close of the promotion before deletion. You have the right to access your data, withdraw your consent, or to have your data erased. You also have the right to contact a data protection supervisory authority. For further questions on how we use your data, please see our Privacy Policy www.kelloggs.ie/en_IE/privacy-notice.html. You can also contact us at DataPrivacyOfficer@kellanova.com.
35. 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.
36. These Terms and Conditions shall be governed by the law of England and Wales, and entrants submit to the exclusive jurisdiction of the courts of England and Wales.