

## COMPETITION TERMS AND CONDITIONS

### Terms and Conditions

The terms and conditions apply to the Pop-Tarts promotion (the "Promotion"). By entering the Promotion, you will be deemed to have read and understood these terms and conditions and will be bound by them.

The promoter is **Kellogg Europe Trading Limited, 3 Dublin Airport Central, Dublin Airport Dublin K67X545** (the "Promoter")

### Who may enter

1. The Promotion is open to residents of the UK (England, Wales, Scotland and Northern Ireland) aged 18 or over, except for any employees (or family members of employees) of the Promoter, their families or anyone else connected with the planning or administration of this Promotion.

### How to enter

2. To take part in this Promotion, you will need to like the post and comment on the post of the relevant influencer listed below and tag @poptarts.uki

a) Max Balagde - @max\_balagde – TikTok

b) Mason Blake - @masonblakee - TikTok

3. No purchase necessary.

4. Only one entry per profile on the TikTok 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.

5. To participate in this Promotion, participants must have access to the internet and have or obtain a TikTok, which must be public. Participants may only participate online and with a public TikTok account. Participants use of TikTok is subject to the relevant terms and conditions which are available at the following locations:

TikTok: <https://www.tiktok.com/legal/page/eea/terms-of-service/en>

6. Participants trying to circumvent rules by using alternative details including but not limited to creating multiple TikTok account will be disqualified. Entries (bulk or otherwise) made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is re-posting the same content multiple times or using a computer(s) to circumvent the condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified, and any prizes awarded will be void.

7. 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 social media channels of the Promoter and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion.

### Closing date

8. The Promotion closes at 23:59 (UK time) on the 28<sup>th</sup> June 2024. Winners will be selected at random within 48 hours of the closing date.

### Winner selection and notification

9. There will be one winner picked per participating Influencer (Max Balagde - @max\_balagde & Mason Blake @masonblakee from TikTok) who will be selected at random (using a randomiser website) from all complete, correct and eligible entries received across platforms (TikTok) before the closing date.

10. The winners will be notified by private message on the relevant platform within five days of the decision being made. This private message will be sent from @poptarts.uki for TikTok.

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The Winner will only be notified via direct message from the official @Poptarts.uki account. Entrants must remain vigilant and disregard any messages received from other accounts purporting to be in respect of this Promotion. The winner has 14 days from the original notification to provide proof of their age or consents and address for fulfilling the prize which will be verified by the Promoter.

11. The verification process will be conducted within 10 working days of receiving the required details. Once verification has been completed, the prize will be delivered within 30 days of the verification being completed.

12. 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.

### **Prize**

13. There is one prize (per influencer) of a years' supply of Pop-Tarts S'mores, which will be delivered to the home of the prize winners within 30 days of the Promotor verifying the entrants details (See Clause 11).

14. A year supply of Pop-tarts is 13 boxes, which equates to 104 Pop-Tart's. We have calculated this using annual consumption frequency data on Kantar World Panel. We know it will be hard not to eat more than 1 Pop-Tart (the recommended serving), but 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.

15. If a winner is not able to accept the Prize for any reason, cannot be contacted within 14 days of the draw date, or fails to provide any required proof of age or consent, the Promoter reserves the right to award the Prize to another entrant.

16. 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 winners and, if applicable copies of their winning entries, to anyone who contacts us via the online contact form here [https://www.kelloggs.co.uk/en\\_GB/contact-us.html](https://www.kelloggs.co.uk/en_GB/contact-us.html) using the promotion "Pop-Tarts S'mores competition" as the subject line.

17. If you object to any or all of your surname and county being made available, please contact the Promoter via the online contact form here [https://www.kelloggs.co.uk/en\\_GB/contact-us.html](https://www.kelloggs.co.uk/en_GB/contact-us.html) using the promotion "Pop-Tarts S'mores competition" as the subject line. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

18. The entrant entering the promotion must be the owner of the Tik Tok account used. Proof of ownership of the social media account and proof of age may be required.

19. Any entries received from private accounts on Tik Tok 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.

20. 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.

21. Max 1 entry per person per platform only; a person can only use one Tik Tok account to enter.

22. Entry can only be made on Tik Tok, there is no other route of entry,

23. Entries submitted after the closing date will not be included in this prize draw.

### **Liability etc**

24. Insofar as is permitted by law, the Promoter, its agent or distributors will not in any circumstance be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, except where it is caused

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by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

25. The Promoter will not be responsible for (and will have no liability in connection with) the following occurrences, to the extent that they occur for reasons beyond the Promoter's reasonable control:

- a) any postponement or cancellation of the Promotion; and
- b) any changes to prizes or the way in which they can be used;
- c) problems with the dispatch of prizes (such as prizes failing to reach the intended recipient); and/or
- d) any act or default of any third party supplier.

26. The Promoter is not responsible or liable for: a) Any entries that are lost or delayed due to faulty, failed or erroneous electronic data transmissions.

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.

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.

d) Inaccessibility or unavailability of the internet.

27. The Promoter does not accept responsibility for network, computer, hardware or software failure of any kind, which may affect the sending, receipt or processing of your entry.

28. Entries must not be made through agents or third parties. Incomplete entries will be disqualified and will not be counted.

29. There are no other prize alternatives available in whole or in part. Prizes are not transferable or exchangeable and for a non-cash Prize, no cash alternative is available. If the stated Prizes are no longer available due to circumstances outside of the Promoter's control, the Promoter reserves the right to substitute for an alternative prize of equal or greater value. Unless otherwise agreed in writing by the Promoter, the prizes will only be awarded directly to the Winner.

30. The Promoter's decision is final and binding in all respects on all participants. No correspondence will be entered into.

31. Entries that do not comply in full with these terms and conditions will be disqualified.

32. Please note that this Promotion is in no way sponsored, endorsed or administered by, or associated with TikTok or any other social media platform. You acknowledge that the social media platforms on which this Promotion is hosted bears no responsibility for this Promotion and, to the maximum extent permitted by law, you release the social media platforms from any liability whatsoever in connection with this Promotion. You understand that the information you provide is provided to the Promoter (and its affiliates, associates and agents where applicable) and not to the social media platforms.

33. If the Promoter has grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry) the Promoter reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity.

34. The Promoter reserves the right to void, suspend, cancel or amend these terms and conditions at any time or where it becomes necessary to do so 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.

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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 clause shall survive and remain in full force and effect.

**Data Protection:**

36. 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.

37. The Promoter will use participants' personal data solely for the purpose of administering this Promotion.

38. 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](http://www.kelloggs.co.uk/en_GB/privacy-policy.html). You can also contact Kellogg in relation to your data by emailing [DataPrivacyOfficer@kellogg.com](mailto:DataPrivacyOfficer@kellogg.com)

39. 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](http://www.kelloggs.co.uk/en_GB/privacy-policy.html)

40. 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](mailto:DataPrivacyOfficer@kellogg.com)

**English Law applies**

41. These terms and conditions are governed by English Law and is subject to the exclusive jurisdiction of the English courts.