

## POP-TARTS SOCIAL MEDIA PROMOTION

### SUMMARY TERMS

**T&Cs:** UK, 18+. Opens 00:00 04.10.2024, ends 23:59 07.10.2024. No purchase necessary. Internet access required. To enter prize draw, from your Instagram account, like the relevant promotional post on the Pop-Tarts UK Instagram account, follow the @poptarts.uki Instagram account and comment on the post, tagging 3 friends who you would like to bring. Max 1 entry per person. 1x prize available to be won in total: 1x VIP trip to the Pop (T)Art Gallery Experience pop-up event in Shoreditch, London for winner and 3 guests (18+) including £400 travel allowance, 5\* hotel and goodie bag. Trip dates are 26.10.2024 - 27.10.2024. Comments must be made from a public account. Prize must be claimed within 48 hours. Exclusions apply. Link in bio for full terms.

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### FULL TERMS AND 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 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.
3. The Data Controller is Kellogg Marketing & Sales Company (UK) Limited (03237431) and the registered address is Orange Tower Media City UK.
4. The Data Processor is Cloud Nine Incentives Ltd and the registered address 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 of Kellogg Marketing and Sales Company (UK) Limited (03237431) and Cloud Nine Incentives Ltd or their family members 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. Entrants must be aged 18 or over. Open to UK residents only.
8. No purchase necessary.
9. Internet access required and entrants must have an active and public Instagram account. If you do not have an account, you will need to create one in order to participate - you will require an

active email address in order to do this. Participants use of Instagram is subject to Instagram's terms and conditions which are available at:

[https://help.instagram.com/581066165581870/?helpref=uf\\_share](https://help.instagram.com/581066165581870/?helpref=uf_share)

10. Any entries received from private accounts on Instagram 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. The entrant entering the promotion must be the owner of the Instagram account used. Proof of ownership of the social media account and proof of age may be required.
11. Participants must continue to keep their social media account on a public setting for 3 weeks after the end of the promotional period in order to be contacted if they are selected as the winner.
12. The promotion is open from 00:00 on 04.10.2024 and closes at 23.59 on 07.10.2024 (the 'promotional period'). Any entries received outside this period will not be accepted.
13. To enter prize draw, from your Instagram account, like the relevant promotional post on the Pop-Tarts UK Instagram account, follow the @poptarts.uki Instagram account and comment on the post, tagging three friends who you would like to bring. The winner will be drawn at random from all valid entries received during the promotional period by an independent adjudicator.
14. The Promoter monitors responses to this promotion and if any responses or any previous posts made by an entrant are or could be regarded, as being disrespectful towards other members of the Instagram community or which contain anything which is likely to or could cause offence or distress will be disqualified from the promotion. As someone who enters the promotion, your use on Instagram is subject to Instagram's terms and conditions:  
[https://help.instagram.com/581066165581870/?helpref=uf\\_share](https://help.instagram.com/581066165581870/?helpref=uf_share)
15. Entries will be deemed invalid if any post:
  - Contains defamatory, malicious, indecent or other inappropriate content;
  - In the reasonable opinion of the Promoter, cause any widespread or serious offence (taking into account prevailing community views or standards);
  - Contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand partner;
  - Defames, misrepresents, or contains content for the intended purpose of harassing, threatening or embarrassing individuals or multiple individuals or insults other people or companies, including, but not limited to the Promoter (including its partners);
  - Promotes any political, blasphemous or religious agenda or any content deemed to incite religious or racial hatred;
  - Contains content deemed socially irresponsible or likely to breach the CAP Code;
  - Contains any images of children;
  - Includes the name or image of any individual without their express permission;
  - Any Instagram name or profile photograph which contravenes the above will be void, and any entries will not count.

- Contains any form of inaccurate tagging.

16. Illegible, invalid or misdirected entries will not be accepted. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise. Proof of sending will not be accepted as proof of delivery. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.
17. One entry permitted per person, regardless of the number of comments made during the promotional period. Anyone trying to circumvent this rule by using alternative details including but not limited to creating multiple accounts will be disqualified from this promotion.
18. Entries (bulk or otherwise) made from trade, syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that an entrant 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.
19. There is 1x prize available to be won in total during the Promotional Period which includes:
  - i) £400 total UK travel allowance paid to winner's UK bank account.
  - ii) Overnight 5\* London hotel accommodation, including breakfast, sharing 2 x twin or double rooms.
  - iii) Visit to the Pop (T)Art Gallery Experience in Shoreditch, London.
  - iv) One Pop-Tarts goodie bag in the hotel room on arrival, which includes a variety of assorted flavours of Pop-Tarts, a Pop-Tart t-shirt (the winner will be contacted to confirm their preferred size), a Pop-Tart tote bag, a fun and quirky Pop-Tart keyring, and a Pop-Tart-scented shower gel.
20. The winner and their three guests must all be aged 18 or over.
21. The trip dates are from 26.10.2024 to 27.10.2024, with the pop-up event from 12:00 on 26.10.2024.
22. No cash or other alternative prizes will be provided, except that in the event of circumstances outside of its control, the Promoter reserves the right to substitute a similar prize, or part of the prize, of equal or greater value.
23. The winner and their guests are responsible for all expenses not expressly stated in these terms and conditions as being included as part of their prize.
24. The 1x prize winner will be drawn at random and verified by an independent adjudicator from all the valid entries received during the Promotional Period by 09.10.24.

25. The winner will be contacted within 48 hours of being drawn via direct message to the Instagram account used to enter. The prizes must be claimed within 48 hours of first notification. To claim, the winner must reply to the e-mail address provided within the Instagram direct message providing their full name and provide valid proof of identity including age (passport, driving licence or equivalent form of identification that clearly states the winner's age) to acknowledge their prize and confirm the details to be provided to the third-party prize fulfilment agency. County of residence will be requested from the winner for the purpose of the winners list if no objection is received. The information provided will be used in conjunction with the privacy policy at: [www.kelloggs.ie/en\\_IE/privacy-notice.html](http://www.kelloggs.ie/en_IE/privacy-notice.html)
26. All reasonable effort will be made to contact the winner using the Instagram account used to enter the promotion, however, if their prize is not claimed within 48 hours days of first notification or the 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 their prize, for a period of 2 weeks 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 Instagram direct message by providing the details requested to the email address provided. Entrants are encouraged to monitor their connections during this time in case they are the winner.
27. Entrants are encouraged to monitor their Instagram direct message inbox (and message requests inbox) during this time in case they are a winner. It is the responsibility of entrants to check their messages to ensure they are in receipt of any communications from the Promoter.
28. Once details requested have been provided and validated, they will then be contacted by the third-party prize fulfilment agency within 7 days of providing the above details and being confirmed as a valid winner and the completion of the verification process to arrange prize fulfilment.
29. The 1x prize will be supplied and arranged by the third-party prize fulfilment agency.
30. The prize may be redeemed by the winner only and is not transferable and cannot be swapped for another prize.
31. It is the responsibility of the winner 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.
32. The decision of the Promoter is final. No correspondence will be entered in to.
33. 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 prize 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.

34. The winners' surname and county of residence will be made available on request, for a maximum of three months after the Promotional Period closing date, to any person who sends an email to. We reserve the right to refuse any or all such requests. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting Kellogg's via the form which can be found here: [www.kelloggs.co.uk/en\\_GB/contact-us.html](http://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.
35. The winner may be requested to enter into publicity as a result of the promotion.
36. The Promoter reserves the right to verify all entries including but not limited to asking for proof of ID including age (passport, driving licence or equivalent form of identification that clearly states the winner's age). 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 entrant 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 an entrant has gained unfair advantage in participating or won using fraudulent means.
37. 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 entrants in order to avoid undue disappointment.
38. 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 an entrant's entry to the promotion.
39. Numerous factors outside the control of the Promoter may interfere with the operation of Instagram. The Promoter does not therefore guarantee continuous, uninterrupted or secure access to this website.

40. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering the promotion, all participants accept that they have no claim against Instagram. By entering the promotion, all participants agree to a complete liability release for Instagram. All entries are also subject to the platform's terms of use and you can find them here: <https://help.instagram.com/581066165581870>
41. Unless otherwise agreed in writing by the Promoter, prizes will only be awarded directly to the winner.
42. The Promoter is not responsible or liable for:
  1. Any entries that are lost or delayed due to faulty, failed or erroneous electronic data transmissions.
  2. 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.
  3. 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.
  4. Inaccessibility or unavailability of the internet.
43. The Promoter and its associated agencies and companies cannot accept any responsibility for any damage, loss, liabilities, injury, costs, expenses, or claims suffered by any person in connection with this promotion, the fulfilment of the prize and/or the use of the prize. The Promoter further disclaims liability for any injury or damage to you or any other person as a result of participation 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.
44. The decision of the Promoter shall be final and binding in all promotional matters and no correspondence will be entered into.
45. 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 for the following purposes: (1) To administer this promotion in line with the terms and conditions, and (2) to contact you in relation to future promotions and for marketing purposes if permission has been granted. 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@kellogg.com](mailto:DataPrivacyOfficer@kellogg.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: [www.kelloggs.ie/en\\_IE/privacy-notice.html](http://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: [www.kelloggs.co.uk/en\\_GB/contact-us.html](http://www.kelloggs.co.uk/en_GB/contact-us.html) By participating in the promotion, you agree to the use of your personal data as described here.
46. 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.

47. 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.