

Pop-Tarts Q4 2024 Shopper Activation

Approved Short Terms & Conditions

*UK only. 18+. Opens 00:00 28.10.24 and closes 23:59 09.12.24. Purchase necessary. Retain receipt. Internet access and registration for Kellogg's account required. To enter prize draw, purchase any qualifying Pop-Tarts listed in the full terms and conditions from participating retailer, scan QR code on in-store media or visit [kelloggs.com/PopTartsNYC](https://www.kelloggs.com/PopTartsNYC), login or create a Kellogg's account and enter your details to be entered into the draw. Max 4 entries per person per week. Prize: 1x Trip to New York City for 4 people including flights, 3-nights accommodation, breakfast and sightseeing pass. Each entrant will receive a FY! 30% off discount code, valid until 10.03.25. Prize & discount codes are subject to exclusions and geographical & date restrictions. For full T&C's visit: https://www.kelloggs.co.uk/en_GB/offers-and-promotions.html.

Promoter: Kellogg Europe Trading Limited, Three, Dublin Airport Central, Dublin Airport, Dublin, Ireland, K67 Y7E5

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. This ("**Promotion**") is open to UK residents only (England, Scotland, Wales & NI) aged 18 and over.
3. The Promoter and Data Controller is Kellogg Europe Trading Limited and the registered address is Three, Dublin Airport Central, Dublin Airport, Dublin, Ireland, K67 Y7E5
4. Winner Selection will be conducted by LTIMindtree, corporate Office at Technology Tower 1, Gate No.5, Saki Vihar Road, Powai, Mumbai – 400072, India
5. The Data Processor is Cloud Nine Incentives Ltd and the registered address is Market House, Silver End, Olney, Bucks, MK46 4AL.
6. The Third Party Prize Fulfilment Agency is Cloud Nine Incentives Ltd, Market House, Silver End, Olney, Bucks, MK46 4AL.
7. Employees of Kellogg Europe Trading Limited, Three, Dublin Airport Central, Dublin Airport, Dublin, Ireland, K67 Y7E5, its subsidiaries, other group companies, its agents or anyone else associated with the administration of this Promotion may not enter the Promotion.
8. Purchase necessary. Internet access and registration of a Kellogg's account required.

9. The promotion is open from 00:00 on 28.10.24 and closes at 23:59 on 09.12.24 (the 'Promotional Period'). Any entries received outside this period will not be accepted. No 30% off Fy! discount codes (see clauses 39 to 44 inclusive below for further details) will be issued after 23:59 on 09.12.24.
10. To enter prize draw, purchase any qualifying Pop-Tarts product (as defined in Clause 13 below) from any participating retailer during the Promotional Period and:
 - i) Scan the QR code visible on in-store media or visit: kelloggs.com/PopTartsNYC
 - ii) Login to or register for a Kellogg's account;
 - iii) Select the retailer in which you purchased the product from the dropdown list provided;
 - iv) Enter the last 4 digits of the barcode on pack;
 - v) The winner will be drawn at random from all valid entries received during the Promotional Period by an independent adjudicator.
11. Maximum 4 entries per person, per week for the duration of the Promotion.
12. Retain proof of purchase showing date of purchase during the Promotional Period and prior to the date of entry as it may be required for verification purposes. You must retain a unique till receipt for each and every entry. Your till receipt(s) must predate the date and time of your entry or entries.
13. Purchase must be of Pop-Tarts products to be valid for entry. The "Qualifying Products" are listed below (subject to availability and whilst stocks last):

Product EAN Code	Product Description
5059320000011	Kellogg's Pop-Tarts Strawberry Sensation Pastry Snacks 8x48g
5059320000424	Kellogg's Pop-Tarts Hot Fudge Sundae Pastry Snacks 8x48g
5059320000042	Kellogg's Pop-Tarts Choctastic Pastry Snacks 8x48g
5059320001087	Kellogg's Pop-Tarts Smores Pastry Snacks 8x48g

14. "Participating Retailers" means Asda, Sainsbury's and Morrisons. The promotion is live in each Participating Retailer for the duration of the Promotional Period however, point of sale material may not be on display in stores throughout the duration of the Promotional Period.
15. Internet access, full name, email address, mobile number, the purchase of a Qualifying Product from a Participating Retailer is required for entry. Mobile phone required to contact the winner

if no response is received via initial e-mail contact and for the Third Party Prize Fulfilment Agency to contact winner to fulfil their prize. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.

16. Entries (bulk or otherwise) made from trade, syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that an entrant has entered multiple times or is using 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.
17. 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.

Trip to New York City Prize Details

18. There is a total of one 'Trip to New York City' prize available to be won in total, consisting of:
 - i) 1 x three-night holiday for four people (four adults 18+ or 2 adults 18+ & 2 children) to New York City, USA.
19. The prize package is valid for a maximum of 4 adults (18+). Children of any age can travel on the trip so long as one member of the party is over 21 years and considered the legal guardian or parent of any subsequent children. One family room, as opposed to two standard rooms, will be provided for any parties travelling with children.
20. The prize package includes:
 - i) Return economy flights to New York, USA from one of the following airports operating direct flights to New York: London Heathrow, London Gatwick, Manchester, Glasgow and Belfast airports (with ATOL/ABTA protection);
 - ii) Return transfers from New York airport to the hotel;
 - iii) Accommodation for three (3) nights at a 5* hotel, with the winner and their guests sharing 2 x twin/double rooms or 1 x family room with daily breakfast included;
 - iv) Any City / Hotel Tax and Resort Fees;
 - v) A three (3) day New York unlimited Sightseeing Pass.
 - vi) Pop-Tarts goodie bag for the winner only (provided at time of winning).

Full terms and conditions for the Sightseeing Pass can be found at:

<https://www.sightseeingpass.com/en/new-york/terms-conditions>

21. The Pop-Tarts goodie bag includes a Pop-Tarts branded tote bag, t-shirt, key ring, shower gel and 4x packs of Pop-Tarts (various flavours). The size for the t-shirt will be requested from the winner.
22. The prize must be booked and taken by the winner and their guests by no later than 30th June 2025 and may not be taken between 22nd December to 2nd January 2024, or between Good Friday

and Easter Monday 2025, or any dates that are statutory or public holidays in the United Kingdom. Travel dates are subject to booking availability and the winner acknowledges that their first preferred date may not be available.

23. The prize will be booked by the Fulfilment Agency and the winner must provide all reasonable assistance to the Fulfilment Agency for such purposes. A valid credit or debit card may be required from the winner as a security deposit when checking into accommodation.
24. The winner and their guests must procure their own travel insurance and any necessary vaccinations, immunisations or similar and supply proof of adequate insurance to cover the trip to the Fulfilment Agency upon request. Both the winner and their guests must be legally able to travel to USA on the date booked for travel (including, but not limited to, meeting any Covid-19 regulations / restrictions which apply at the time of travel) and obtain all necessary visas and other documentation for travel (including, but not limited to, any Covid-19 documentation required). Copies of valid passports will also be required.
25. It is the responsibility of the winner and their guests to ensure that their passport will remain valid for a sufficient amount of time to permit entry to USA on the date of travel and have all necessary and relevant visas. If unsure of the requirements, the winner and their guest are advised to consult the guidance issued by HM Passport Office on the GOV.UK website.
26. The winner must be aged 18 years or older. The Fulfilment Agency reserves the right to verify the age of the winner and their guests by requesting copies of valid photo identification. If such identification shows that the winner is under 18 years old, the prize will be forfeited. If identification provided for a winner's guest shows that the guest is under 18 years old, the winner will be asked to nominate a replacement guest who is aged 18 or older. Any failure by the winner to respond to requests for guest nomination or identification may result in the prize being forfeited.
27. The winner and guests are responsible for all expenses not expressly stated in these terms and conditions as being included as part of the prize. All other costs and expenses incurred from the holiday including, but not limited to additional travel, transfers, excursions, accommodation, meals and drinks as required, spending money, tips and other gratuities are the winner's and their guests' own.

The prize package must be taken as a whole, flights and hotels cannot be redeemed separately. The winner and their guests must travel together on the same flight to the prize destination and stay in the same hotel.

28. In the event the prize has not been booked and taken by June 30th 2025, the winner's entitlement to receive the prize will expire. The Promoter accepts no responsibility for any failure or inability of the winner to redeem or take up the prize by the date required.

Winner Selection, Notification and Claiming

29. The 1x prize winner will be drawn at random by an independent adjudicator from all the valid entries received and verified by the Promoter by 16.12.24.
30. The winner will be contacted within 5 working days of the draw date via email using the email address used to enter the promotion. A follow-up call will be made to the mobile phone number used to enter the promotion in the event the winner cannot be contacted via email. To claim, the winner must reply to the e-mail providing their full name, proof of ID including age to acknowledge their prize and confirm permission for their details to be provided to the Third Party Prize Fulfilment Agency. Proof of purchase may be requested. Once the winner has given their permission for their details to be transferred, provided the details requested and the completion of the verification process, they will be contacted by the Third Party Prize Fulfilment Agency via SMS using the mobile number used to enter the promotion within 7 days of their prize acknowledgement to obtain their delivery address, preference of t-shirt size, county of residence for the purposes of the winners list, if no objection is received, and to commence the trip booking process. The information provided will be used in conjunction with the privacy policy at <https://www.uponcloudnine.co.uk/privacy.html>.
31. All reasonable effort will be made to contact the winner using the e-mail address they provide upon entry, however, if their prize is not claimed within 14 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 the prize. The process will repeat until an eligible winner is able to claim the prize, for a period of 3 months after the closing date, after which the prize will be null and void. It is the responsibility of the entrant to ensure that they respond to the winner notification email 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.
32. The Pop-Tarts goodie bags will be delivered to the winner within 28 days of providing their delivery address.
33. No cash or other alternative prize will be provided in whole or in part, except in the event of circumstances outside its control, the Promoter reserves the right to provide an alternative prize, or part of the prize, of equal or greater value.
34. 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 the winner failing to supply accurate information which affects prize acceptance or fulfilment of their prize.
35. The decision of the Promoter is final. No correspondence will be entered in to.
36. Under no circumstances will the Promoter and it's 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 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.

37. The prize winner's surname and county of residence will be available for 3 months after the closing date by contacting Kellogg's https://www.kelloggs.co.uk/en_GB/contact-us.html. We reserve the right to refuse such requests. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
38. The winner may be requested, but is not obliged, to enter into publicity as a result of the promotion.

30% off Fy! discount code

39. All entrants to the Promotion will receive a code for a 30% discount to be redeemed against any Wall Art available on Fy! website at: <https://www.iamfy.co>. Only one (1) 30% off Fy! discount code per person throughout the Promotion. Each entrant redeeming a 30% off Fy! discount code will be bound by the terms and conditions applicable to Fy! The full terms and conditions can be found at: <https://www.iamfy.co/terms-and-conditions>
40. The 30% off Fy! discount code will appear on screen at the time of entry and a confirmation email will be sent to each entrant via the email address submitted in accordance with clause 9 within 24 hours of their first entry to the Promotion.
41. The 30% off Fy! discount code is valid against Wall Art only, but excludes "Limited Edition" artwork listed on the following page: www.iamfy.co/shop/limited-edition
42. Entrants must redeem the 30% off Fy! discount code on or before 23:59 hours on 10th March 2025. After this date, the 30% off Fy! discount code will no longer be valid.
43. 30% off Fy! discount codes cannot be used in conjunction with any other discount codes or promotional offers.
44. It is each entrant's responsibility to pay the balance of their chosen Wall Art purchased with the assistance of the 30% off Fy! discount code, and not that of the Promoter.

General

45. 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 the 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.

46. 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.
47. 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.
48. 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.
49. We are committed to protecting your privacy. Kellogg Europe Trading Limited 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.. We will never sell your data to third parties but may combine your data with data from other sources in order to build anonymised/pseudonymised profiles for targeted advertising. Your data will be processed and held on servers located in the United States. The Promoter has ensured that any processors we use are obligated under EU Standard Contractual Clauses to ensure data protection compliance. We will hold your data as long as your consent is valid and you wish to receive marketing communications.. 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 request access to your personal data, or have any inaccuracies rectified, by sending an email to DataPrivacyOfficer@kellanova.com.
50. By participating in the promotion, you agree to the use of your personal data as described above.

51. 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.

52. These Terms and Conditions shall be governed by English and Welsh law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales.