

Terms & Conditions

Special K Annual Gym Membership

UK only. 18+. Open from 07.02.19 to 28.02.19. Chance to win 1 of 22 x Anytime Fitness Annual Gym Memberships (1 winner per day during the Promotional Period). No purchase necessary. Max. 1 prize per household. To enter text **SPECIALK** to 60777. Max. 5 entries per person throughout the Promotional Period. Access to a mobile device required. Text entry charged at standard network rate and may not be included in any text-inclusive package. Full terms at www.kelloggs.co.uk/en_GB/offers-and-promotions.html

Promoter: Registered office: Kellogg Marketing and Sales Company (UK) Limited, Orange Tower, MediaCityUK, Salford, Greater Manchester, M50 2HF (company registration number 03237431).

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all claimants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

Eligibility:

1. Open to residents of the UK (England, Scotland, Wales, and Northern Ireland), aged 18 years or over except employees of Kellogg Marketing and Sales Company Limited (the "Promoter"), their immediate families, their group companies, their agents or anyone else professionally connected with the promotion.
2. Entrants who do not give correct details or those who make an entry on someone else's behalf will be disqualified. No entries from agents, third parties, organised groups or entries automatically generated by computer will be accepted. No bulk entries.
3. All entrants must have access to a mobile device. Text entry charged at standard network rate and may not be included in any text-inclusive package.
4. Entry is open from 00:01H 07.02.19 to 23:59H 28.02.19 "the Promotional Period").

Entry Requirements:

5. To enter, text **SPECIALK** to 60777 to be entered into the draw.
6. All valid entries from that day from 00:01H – 23:59H will be entered into a prize draw the following day, and 1 x winner drawn at random via an independently verifiable process. There will be 22 x prize draws (1 per day during the Promotional Period) in total over the Promotional Period.
7. No purchase necessary.
8. Entrants are advised to take care when entering the text code and entry details (SPECIALK) ; the Promoter is not responsible for mistypes and incorrect texts may still be charged. Only correct entries that have followed the instructions will be accepted. For

the avoidance of doubt, entries with spelling mistakes will be disqualified. Capital letters or lower case letters will both be accepted.

9. Entries are limited to one entry per person per day and a maximum of 5 entries per person throughout the Promotional Period. For the avoidance of doubt only 1 mobile number will be accepted per person. Anyone trying to circumvent this condition will be disqualified. All entries are subject to verification. Persistent abuse will result in immediate disqualification without notification.

Prizes:

10. There are 22 x Anytime Annual Gym Memberships available to be won. (1 per day during the Promotional Period).

11. Further Prize Details/Conditions

- An Anytime Fitness representative will contact winners directly to set up the annual membership and select a 'home gym'
- 'Home Gym' terms apply, contact selected 'home gym' or ask your Anytime Fitness representative for full details and terms
- Membership must be activated within 28 calendar days of initial winner notification
- After 30 days of membership winners can have access to over 4,000 locations worldwide and 150 locations in the UK. Verify with your home gym that your anywhere access has been activated before visiting another gym.

12. There are no prize or cash alternatives available in whole or in part except in the event of circumstances outside its control, when the Promoter reserves the right to substitute similar alternatives of equal or greater value. Unless otherwise agreed in writing with the Promoter the prizes will only be awarded directly to the winners.

Winner Selection & Notification:

13. Winners will be contacted via telephone on the number used to enter the promotion within 5 working days of the relevant daily prize draw. The Promoter will make reasonable efforts to contact winners. Once the winner has claimed their prize, they will be informed how the membership will be provided to them.

14. In the event the claim for a prize is not received by the Promoter within 5 days of such notification, the Promoter reserves the right to withdraw prize entitlement and award the prize to a reserve selected at the same time as the original.

15. Prize winners may be required to participate in any reasonable publicity relating to the promotion at no extra compensation over and beyond the award of the prize.

General:

16. The Promoter reserves the right at its sole discretion, to eliminate or disqualify any entries/ entrants/ claims that it regards as being in breach of these conditions. Any information collected regarding entrants into this promotion will be treated in confidence in

accordance with Kellogg's privacy policy https://www.kelloggs.co.uk/en_GB/privacy-policy.html

17. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion or the awarding of prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.
18. The Promoter reserves the right to verify all entries and the winners and 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 or any instructions forming part of this promotion's entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means. The Promoter will be the final arbiter in any decisions and these will be binding and no correspondence will be entered into.
19. The Promoter is not responsible for any entries/claims which fail to be registered for any technical or other reason whatsoever. Postal entries will be rejected. The Promoter accepts no responsibility in the event that it is unable to contact the winner for any reason.
20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded or limited by law (including personal injury, death and fraud).
21. Any question concerning the legal interpretation of the rules will be based on English law and the Courts of England and Wales will have exclusive jurisdiction unless you live in another part of the UK, in which case your local courts will have jurisdiction.
22. Data Protection: The Promoter will process entrants' personal data in accordance with its Privacy Notice at http://www.kelloggs.co.uk/en_GB/privacy-policy.html

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PLEASE DO NOT SEND ENTRIES TO THIS ADDRESS.