

KELLOGG'S BREAKFAST CLUB AWARDS 2019

TERMS AND CONDITIONS

1. The COMPETITION is open to all Breakfast Clubs in the United Kingdom from **Monday 1st July to Monday 4th October 2019**. The Breakfast Club DOES NOT have to be funded or supported by KELLOGG to enter the awards.
2. It is not open to employees of KELLOGG and their affiliates and subsidiaries or to their immediate families or persons living in the same household of such individuals.
3. Purchase is not necessary to enter.
4. Information and details regarding the COMPETITION and how to enter can be found at www.BreakfastClubAwards.co.uk
5. COMPETITION Prizes – there will be **12 winning schools** overall; **one from each region of the UK**. All winning schools will be awarded with £1,000 towards the running of the Breakfast Club.
6. COMPETITION Prizes – ONE of the winning schools will be selected as the Grand Winner, receiving an additional prize of £1,000 towards the makeover and running of the Breakfast Club – a total of £2,000.
7. Each prize will be sent to a UK bank account notified to KELLOGG by the main contact at the relevant winning school within 60 days of winners being notified.
8. Internet and email access will be required to enter the awards and to access the winner announcement on the Awards website – www.BreakfastClubAwards.co.uk
9. The shortlisted Breakfast Clubs will be notified by email address and phone number provided on the Club's entry form.
10. **Winners' selection:** Every eligible submitted entry will be marked via a quantitative scoring sheet system. Three entries will be shortlisted from each region and then an external panel of independent judges will decide on a winner for each category.
11. **Winners' notification:** winners of the COMPETITION will be announced on 28 October 2019 via Winner's Page on BreakfastClubAwards.co.uk. WINNING schools will also receive an official letter and email to confirm – sent to the main contact named on the entry form.
12. WINNING Breakfast Clubs will be invited to attend an awards ceremony at the Houses of Parliament, on **Wednesday 4th December 2019**. A maximum of TWO adults and FOUR children will be permitted to attend from each club.
13. Schools are responsible for organising parental consent for the visit to the Houses of Parliament Breakfast Club Awards Ceremony. They are also responsible for the health and safety of the children and teachers during this visit and the travel to and from the event.
14. KELLOGG will cover standard class travel costs **to and from** The Houses of Parliament on **Wednesday 4th December 2019** for a **maximum of TWO adults and FOUR children** at each winning breakfast club. Schools must confirm their attendance and travel details at least **TWO WEEKS** prior to the awards ceremony. KELLOGG cannot cover the cost of accommodation.
15. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries submitted by or via third parties or syndicates, entries submitted by macros or other automated means, and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted. If KELLOGG has grounds to suspect any entrant or third party of cheating, deception or fraudulent conduct of any kind (including, without limitation, manipulating the COMPETITION, KELLOGG reserves the right (in its sole discretion) to disqualify any entrant, entry or person if it reasonably believes to be responsible for, or associated with, such activity.

16. Proof of identity may be required by KELLOGG. Failure to provide proof of identity may result in disqualification from this Promotion.
17. If any winner does not claim the prize within 14 days of the email notification, they will be disqualified from the COMPETITION and lose all rights to claim the prize. A new winner for that particular region will be awarded the prize on the same basis as described above and must claim the prize within 14 days of notification – failure to claim the prize will result in disqualification from the COMPETITION and will lose the right to claim the prize. In this instance, another winner will be selected.
18. **Data Protection:** The entrants' personal details will at all times be kept confidential and only used for the operation and purposes of the COMPETITION as described in these Terms and Conditions. The entrant hereby accepts and acknowledges such usage within the scope of this COMPETITION. However by entering the COMPETITION, unless the entrant has specifically indicated otherwise, KELLOGG reserves the right to contact the entrant with news, marketing information, promotions and offers after the closing date of this COMPETITION.
19. Winners will be required to participate in reasonable publicity relating to this COMPETITION. This will include a photographer visiting and taking photographs at the Breakfast Club before **Friday 15th November 2019** for use in the media and KELLOGG social media channels.
20. KELLOGG may refuse to consider and will remove any submitted entry for any of the following reasons. The entry:
 - Uses defamatory or malicious content;
 - Contains indecent or inappropriate content;
 - Includes any link to inappropriate drinking;
 - Includes trademarks, logos or copyrighted material not owned by the entrant. Each entry must be the entrant's own original creation executed solely by entrant;
 - Is obscene or offensive, or endorses any form of hate or hate group;
 - Defames, misrepresents or contains disparaging remarks about any person or entity, including but not limited to KELLOGG, as determined in the sole discretion of KELLOGG; or
 - Contains any material that may, in the sole judgment of KELLOGG, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others.
21. By entering, the entrant agrees that:
 - They grant to KELLOGG an exclusive royalty free and irrevocable license for 24 months from the opening date of this COMPETITION to use their submitted images, written answers, sublicense, copy, transmit via any sort of digital or analogue media, publish, delete and otherwise misuse, to distribute, reproduce, publicly display and perform, modify, adapt, edit, create works and otherwise use the contents of the entry as well as the usage of the entrants' moral rights on the images, without any consideration and otherwise use of their name, likeness, address, and any statements made by or attributed to the entrant, in whole or in part, either alone or in combination with other materials and content, in connection with the purposes of the COMPETITION;
 - They grant to KELLOGG the right to use their images and written answers on KELLOGG website and Facebook for a period of 24 months within the scope of the license mentioned in the aforementioned clause from the opening date of this COMPETITION, in any reasonable manner and media the Promoter deems reasonable and for no further consideration;
 - The entrant agrees to sign any necessary documents and deeds in the future in relation to the license mentioned above upon request of KELLOGG. The entrant hereby agrees and declares that he/she will not in any case raise any monetary

- o or non-monetary claims in relation to the submitted images, recipes or written answers; and
 - o The entrant indemnifies KELLOGG against any claims, liability, damages, costs or expenses incurred as a result of entering into this promotion.
22. KELLOGG accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason.
 23. KELLOGG will do its best to ensure delivery of the prizes as stated, but it reserves the right to substitute the prizes of similar or greater value in the event of non-availability of the stated prizes.
 24. It is the responsibility of the prize winner to supply the correct personal information including the correct postal address and bank account details. KELLOGG will not be liable for non-delivery of prizes caused by the provision of wrong information, postal disputes or other causes beyond its control.
 25. KELLOGG reserves the right not to award a prize(s) if there is insufficient number of entrants or those entered and otherwise winning do not meet reasonable standards as defined by the selection criteria as set out in these Terms.
 26. KELLOGG decision in all matters is final and binding and no correspondence will be entered into.
 27. KELLOGG will be entitled to suspend or terminate the COMPETITION at any time if circumstances adversely affect the operation of the COMPETITION beyond its reasonable control or foresight and will not be liable to anyone as a result.
 28. KELLOGG shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control or any other circumstances amounting to force majeure.
 29. The winner and all guests will be required to participate in reasonable publicity relating to this promotion.
 30. By entering the COMPETITION you are deemed to have accepted these Terms and Conditions.
 31. This COMPETITION will be governed by laws of England and Wales and the jurisdiction of the Courts of England.
 32. **Promoter:** The KELLOGG.