
LONG TERMS & CONDITIONS

PROMOTER: Kellogg Europe Trading Limited, 3 Dublin Airport Central, Dublin Airport Dublin K67X545

THE PRIZE: 1 x Winner who will win the following: One year supply of Kellogg's Crunchy Nut Salted Caramel Flavour Twist (31 boxes of 375g) OR one year supply of a range of Kellogg's cereals: the cereal can be delivered: (1) in one bulk year supply OR (2) in increments of every three months OR (3) every month, as per the competition Winner's preference.

1. Participating in this promotion implies full acceptance of these Terms & Conditions as a whole.
2. Eligibility criteria - this promotion is only open to (1) legal residents of the United Kingdom; (2) aged 18 years or over (3) who currently reside in Mainland England.
 - Entrants' videos must show them as a Crunchy Nut cereal superfan
 - Entries must be original and must not infringe third party intellectual property or other rights
 - Winner to appear in press materials (photo and video) and feature in editorial media
 - Winner to be photographed / filmed outside of their residential road/front of house and to appear in editorial media
 - Winner to be available on Wednesday 10th May 2023 from 7.30am – 6pm to feature in a photography/video shoot
3. This promotion excludes employees of the Promoter and their immediate families, its agencies, or anyone professionally connected with the promotion.
4. No purchase necessary; internet access and a valid Instagram account are also required. This is an online promotion only, there is no postal or telephone application route.
5. **Promotional Period:** The promotion is open from 00:01 GMT 03.04.23 - 23:59 GMT 15.04.23
6. To enter the promotion entrants must log onto their Instagram account (or create one for free), follow Kellogg's Crunchy Nut Instagram channel (@kelloggs_crunchy_nut) and direct message (DM) a short video (up to 60 seconds in length) as their competition entry to Kellogg's Crunchy Nut official Instagram channel (@kelloggs_crunchy_nut), answering: 'Show/tell us how you are a Crunchy Nut cereal superfan?'

Crunchy Nut's account: https://www.instagram.com/kelloggs_crunchy_nut/?hl=en

Verified eligible entries will then be entered into the random draw to select one Winner.

1. Entrants must keep their profile on a public setting and continue to follow the relevant account for a period of 4 weeks after the end of the Promotional Period in order to be contacted if they are selected as a Winner. Private profiles that enter cannot be seen, therefore cannot be accepted.
2. Maximum of 1 unique entry is permitted per person during the Promotion Period. Any person trying to enter with numerous entries will be disqualified.
3. Entrants trying to circumvent rules by using alternative details including but not limited to creating multiple Instagram accounts 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.
4. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements the terms and conditions of entry in full shall be disqualified and will not be counted.

5. By submitting anything disparaging or derogatory (including profanities and indecency) entrants will result in automatic disqualification.
6. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, tampering 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 endeavor to minimise the effect to entrants in order to avoid undue disappointment.
7. Entrants must ensure that those who feature in the video are over the age of 18 and that they have given their permission to feature in the video.
8. By submitting an entry, each entrant 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.
9. Entrants hereby represent and warrant that they have all rights necessary to grant the licence and rights provided for above and that all materials forming part of their entry to this Promotion, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party and entrants fully indemnify the Promoter in this regard.
10. Each entrant also grants the Promoter and its agents/contractors the right to moderate, modify or remove any entry if it is deemed unsuitable, in whole or in part, for display on the Promoter's social media channels or in any materials relating to the Promotion.
11. **Winner Selection:** All valid entries received during the Promotion Period will be subject to moderation and eligibility criteria, with all verified eligible entries then to be entered into a random draw to select the Winner.
12. **Winner Notification:** The Winner will be contacted via direct message from @kelloggs_crunchy_nut within 1 working day of Winner selection and will be asked to provide necessary data to fulfil the prize (home address and contact number), plus provide evidence of identity and eligibility. The Winner will only be notified via direct message from the official @kelloggs_crunchy_nut. Entrants must remain vigilant and disregard any messages received from Instagram accounts purporting to be in respect of this Promotion.
13. If the Winner does not respond to the initial contact or provide all necessary details within 3 days or pass a background check to the satisfaction of the Promoter, the Promoter reserves the right to disqualify that entrant and award the Prize to the reserve Winner selected in the same manner. If the runner up Winner does not respond to the initial contact or provide all necessary details within 3 days or pass a background check to the satisfaction of the Promoter, the Promoter reserves the right to disqualify that entrant and award the Prize to a further reserve Winner selected in the same manner. Reserve Winners may have less time to respond to the initial contact made by the Promoter.
14. Any personal data submitted by Entrants to Kellogg will be processed in accordance with data protection law and will be processed in the EEA. We will only use the personal data of Entrants on the basis of consent.
15. Kellogg may use third parties to process data on its behalf. Where this is the case, it will ensure that any such third party will operate strictly under a contract and keep your data safe and secure.
16. Personal data will be retained for 40 days after the close of the competition. 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: https://www.kelloggs.co.uk/en_GB/privacy-policy.html. You can also contact Kellogg in relation to your data by emailing DataPrivacyOfficer@kellogg.com.
17. The Promoter must either publish or make available information that indicates that a valid award took place or, in the event of objection, provide the information and winning entry to the Advertising Standards Authority

on request.

- 18. Winners: In consideration of the prize, the Winner will be required to sign an agreement with the Promoter in order to receive the Prize.** By signing agreement and accepting the Prize, the Winner grants to the Promoter a non-revocable, worldwide, royalty-free licence to use their likeness and 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 of the Promoter or its agents/contractors choosing and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion for one year. Prize Winners shall agree that they shall not disparage Kellogg or its products or do anything which would tend to bring its name into disrepute. The Prize Winner shall represent and warrant that they have all rights necessary to grant the licence and rights provided for in this paragraph and that all materials forming part of their entry to this Promotion, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.
- 19. Publicity:** The Winner will be required to sign the agreement referenced at section 18 above in order to agree to appearances in press materials (photo and video) and editorial media. The Winner will also agree to be photographed / filmed outside of their residential road/front of house and to appear in editorial media. The Winner must be available on Wednesday 10th May 2023 from 7.30am – 6pm to feature in this photography/video shoot.
- 20. Moderation:** The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:
 - a. are in breach of the Terms and Conditions
 - b. are in breach of eligibility criteria
 - c. contain any content that is offensive, obscene, sexual, derogatory, defamatory, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, which could reflect negatively upon the name, reputation or goodwill of the Promoter or any brand partner, or which is otherwise unsuitable for publication;
 - d. contains or refers to any third-party brand or reference any third-party names, logos and/or trademarks;
 - e. Includes the names, images or statements of any individual without their express permission or anyone who deems to look under 18 years old;
 - f. Uses or includes any trademark, logo or copyright material not owned by the entrant or used with the rights owner's prior written permission; or
 - g. promotes any political agenda.
- 21.** If a Winner is disqualified for any breach of these terms and conditions, or in the event any Prizes are rejected or unclaimed, the Prizes will be deemed as unwanted.
- 22.** It is the responsibility of the Winners to supply the correct personal information to claim the prize. The Promoter will not be liable for the non-fulfilment of the prize caused by the provision of wrong information.
- 23.** The Winner will be required to take part in publicity with no recompense. Participation is conditional to accepting a prize.
- 24.** This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants are providing their information to the Promoter and not Instagram, and neither platform is responsible for any element of this Promotion. By entering the promotion, all participants agree to a complete liability release for Instagram. By entering the promotion, entrants' agree that use of Instagram is subject to their terms and conditions of use located here:

Instagram: <https://help.instagram.com/581066165581870>
- 25.** No responsibility can be taken for entries or claims which are misdirected, lost, delayed, damaged or corrupted during delivery to or from the Promoter due to any computer malfunction, virus, bug, delay or other reason whatsoever. The Promoter is not responsible for any incorrect or inaccurate information

supplied to the Promoter by the claimant in the application.

- 26.** To the fullest extent permissible by law, the Promoter, nor their respective parent, affiliated companies or subsidiaries, together with any 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 a Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence
- 27.** 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 unless otherwise agreed with the Promoter. 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.
- 28.** Insofar as is permitted by law, the Promoter's decision is final with regards to all promotional matters and no correspondence will be entered into. The governing courts will have final say in the event of any legal dispute. By participating in the offer, you accept these Terms & Conditions and are bound by all the rules in full.
- 29.** The Promoter reserves the right at its sole discretion, to eliminate or disqualify any entries or entrants that it regards as being in breach of these conditions or the spirit of the promotion.
- 30.** The Promoter will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions If an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crisis, epidemic, pandemic, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostility, political unrest, riot, civil commotion, famine, plague or other natural calamity and act of God or any other circumstances beyond the reasonable control of the Promoter.
- 31.** The Promoter reserves the right to verify all entries and Winners and to refuse to award a prize or seek recovery of its value if the prize has been awarded, or withdraw a prize entitlement or refuse further participation in the promotion in the event of any entrant's fraud, dishonesty, 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 an entrant has gained unfair advantage in participating in the promotion or won using fraudulent means.
- 32.** The pictures and images used in connection with this promotion and the prize are for illustration indication only and may not reflect a true likeness.
- 33.** In the event of a discrepancy between these Terms & Conditions and the details in any promotional material, the details in the Terms & Conditions will prevail.
- 34.** These Terms and Conditions shall be governed by the laws of England and Wales, of the relevant country for each entrant, and entrants submit to the exclusive jurisdiction of the courts of England and Wales.