

## **Long Terms & Conditions**

1. These Terms and Conditions govern the relationship between you, the entrant (referred to throughout as the "Entrant(s)") and the Promoter in relation to this promotion (the "Promotion") and shall prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Please retain a copy for your information.
2. **The Promoter:** Kellogg Marketing and Sales Company (UK) Limited, registered address Orange Tower Media City UK, Salford Greater Manchester M50 2HF
3. The term "Convenience Stores" includes, but is not limited to, small independent stores, local shops, newsagents, off-licences, corner shops, and other similar outlets that primarily serve the local community. "Convenience stores" may also be part of a larger chain, but must operate with a focus on providing convenient, local services to customers. The promotion is only open to business owners and employees of participating Convenience Stores (the "Participating Convenience Stores").
4. The Data Controller is Kellogg Marketing & Sales Company (UK) Limited (03237431) and the registered address is Orange Tower Media City UK.
5. The Third Party Prize Fulfilment Agency and Data Processor is Cloud Nine Incentives LTD, Registered address NP-105, iCentre, Howard Way, Newport Pagnell, Milton Keynes, Bucks, MK16 9PY. Company registration number 07342147. Website <https://www.uponcloudnine.co.uk/> Privacy Policy <https://www.uponcloudnine.co.uk/privacy.html>
6. Employees or their family members of the Promoter and the Third Party Prize Fulfilment Agency, all of their 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 are not permitted to enter the Promotion.
7. Employees must obtain their employer's permission to take part. Any personal/business tax liability arising from taking part in the promotion will be the responsibility of the Entrant.
8. Entrants must be aged 18 or over. Open to GB residents only (England, Scotland and Wales).
9. The Promotion is open from 00:01 on 03.03.2025 and closes at 23:59 on 25.04.25 (the 'Promotional Period'). Any entries received outside of this period will not be accepted.
10. To enter the Promotion business owners or employees of the Participating Convenience Stores must:
  - a. Request a '10k Giveaway POS bundle' (the "Promotional POS Material") from [www.kelloggsvantage.co.uk](http://www.kelloggsvantage.co.uk). Standard delivery time for the 10k Giveaway POS bundle is 28 days. There is no guarantee that the bundle will be received by the end of the Promotional Period, therefore ordering the 10k Giveaway POS bundle well in advance is recommended.
  - b. Following receipt of the Promotional POS Material take a clear, unobstructed photograph of the set up in the Participating Convenience Store you own or for which you are employed
  - c. Photographs you take must strictly not include any individuals
  - d. After taking a photograph of the Promotional POS Material in the Participating Convenience Store access the website [www.10k-Giveaway.co.uk](http://www.10k-Giveaway.co.uk) which will state an e-mail address for you to send the photograph of the Promotional POS Material to, namely [cheez-it.win@kellanova.com](mailto:cheez-it.win@kellanova.com).

- e. Send an e-mail attaching the photograph of the Promotional POS Material along with your full name, address of the Participating Convenience Store and work e-mail address and phone number to [cheez-it.win@kellanova.com](mailto:cheez-it.win@kellanova.com). Note that you must either be the owner or an employee of the Participating Convenience Store for which you provide the details for your entry.
11. Users must have access to the internet to send an e-mail with the required details and the photograph of the Promotional POS Material. The Promoter does not accept responsibility for entries or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control.
  12. Only one entry per person during the Promotional Period.
  13. Photo entries must a) be no larger than 20mb b) be in either 'JPEG' or 'PNG' format c) must clearly show The Promotional POS Material (note that no other POS material will be accepted) and d) must show a section of background to illustrate the position of the Promotional POS Material in the Participating Convenience Store. The background of the Participating Convenience Store in the photograph must be the same one as stipulated in the upload information provided as part of the entry. Breach of this term will result in automatic disqualification of an entry.
  14. A user who e-mails the required information and photograph of the Promotional POS Material as detailed in clause 11 within the Promotional Period will receive an automated e-mail thanking the Entrant for their e-mail entry.
  15. By entering this Promotion the Entrant agrees that it owns the copyright to the photograph of the Promotional POS Material submitted by way of an entry to this Promotion.
  16. The Entrant further agrees that no personal information or confidential information is included in the photograph of the Promotional POS Material submitted by way of an entry to this Promotion.
  17. Any use by Entrants of identities other than their own and/or any Entrant using any other methods to enter this Promotion will be disqualified and any prize entitlement will be void. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an Entrant has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
  18. Entrants are advised to take care when submitting an entry. Only correctly submitted entries will be accepted. Incomplete, invalid or misdirected entries will not be accepted. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical, network or software reasons or otherwise or any other reason beyond the Promoter's control. Entrants who make an entry on someone else's behalf will be disqualified. Incomplete, illegible, invalid, or misdirected entries will not be accepted.
  19. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an Entrant has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
  20. There is 1 x prize of £10,000 cash (the "Cash Prize") which will be awarded to the Entrant who submits the randomly selected entry taken from all valid submissions.
  21. The Winning Entrant will be drawn at random by the Third Party Prize Fulfilment Agency from all the valid entries received and verified by the Third Party Prize Fulfilment Agency by 2/5/2025.

22. The Winning Entrant will be contacted within 7 working days of the end of the Promotional Period prize draw via email, then phone number, using the email and phone number used to enter the Promotion. The prize must be claimed within 14 days of the email and/or phone call notification. To claim, the Winning Entrant must reply to the e-mail/phone call providing full name and mobile number (if responding to the email and must be the same as the number used for the entry) to acknowledge the Cash Prize, along with their employer's contact details. The Third Party Prize Fulfilment Agency will then verify the potential winner, asking the Winning Entrant to provide valid proof of identity including date of birth and address. Only a Passport, Driving Licence or equivalent form of identification clearly showing the Winning Entrant's address and date of birth will be accepted. The Third Party Prize Fulfilment Agency also reserves the right to contact the winner's employer to confirm their employment status as part of the verification process. This will be conducted via video call to confirm identification, but where this is not possible, the winner's place of employment will be contacted directly via the registered business phone number.
23. If the prize is not claimed within 14 working days of first notification or the Winning Entrant is ineligible or rejects the Cash Prize, the Promoter reserves the right to draw an alternative Winning Entrant (using the same mechanism as detailed in clause 22 for the original Winning Entrant) and the original Winning Entrant will forfeit any rights to the Cash Prize. The process will repeat until a Winning Entrant is successfully validated as detailed in clause 23. It is the responsibility of the Winning Entrant to ensure that they respond to the winner email notification and phone call attempts by providing the details requested to the email address provided. Entrants are encouraged to monitor their emails and to check their junk folders and security filters.
24. The Promoter reserves the right to verify all entries including but not limited to asking for identification documentation including but not limited to a valid passport or driving licence.
25. Once the Winning Entrant has provided all requested details and such details have been validated, they will then be contacted by the Third Party Prize Fulfilment Agency within 7 days of providing the above details and confirmed as the winner (the "Winner"). The Winner will be asked to provide valid GB bank account details by following directions from an email from the Third Party Prize Fulfilment Agency to a secure form to enter their Name, Account Number and Sort Code only.
26. Entrants must have a GB bank account to receive their cash prize. The bank details will be stored in a secure location and will only be used for the purpose of the promotion and deleted as soon as the transfer has been made. All bank details are deleted once the transfer has been confirmed.
27. Once the Winner has successfully confirmed all details for the Cash Prize as detailed in clause 25 and successfully completed the verification process, the Cash Prize will be fulfilled.
28. It is the responsibility of the Winner to provide the correct, up-to-date details when confirming acceptance of the Cash 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 the Cash Prize.
29. The decision of the Promoter is final. No correspondence will be entered in to.
30. Under no circumstances will the Promoter and its 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).

31. The surnames and county of residence of the Winner will be available on request for a maximum of 3 months after the end of the promotional period using the form which can be found at [www.kelloggs.co.uk/en\\_GB/contact-us.html](http://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 using the form which can be found at: [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.
32. Winners may be requested, but are not obliged, to enter into publicity as a result of the Promotion.
33. The Promoter reserves the right to refuse to disqualify an Entry and/or withdraw the Cash Prize where there are reasonable grounds to believe there has been:
- a. a breach of these Terms and Conditions;
  - b. a breach of any instructions forming part of this Promotion's entry requirements; or
  - c. fraud, dishonesty or deceit
34. 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.
35. 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 participants in order to avoid undue disappointment.
36. 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 a participant's entry to the promotion.
37. Kellogg Marketing and Sales Company (UK) Limited is the controller of the personal data and will only process personal data to administer the Promotion in line with these terms and conditions. Personal data will only be processed on the basis of consent. For further questions on the use of your data, please see our Privacy Policy below. You can also contact us at [DataPrivacyOfficer@kellanova.com](mailto:DataPrivacyOfficer@kellanova.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 which can be found at: [https://www.kelloggs.ie/en\\_IE/privacy-notice.html](https://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 [DataPrivacyOfficer@kellanova.com](mailto:DataPrivacyOfficer@kellanova.com). By participating in the promotion, you agree to the use of your personal data as described here.
38. The Third Party Prize Fulfilment Agency and Data Processors' Privacy Policy can be found at: <https://www.uponcloudnine.co.uk/privacy.html>

39. 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.
40. These Terms and Conditions shall be governed by the laws of England and Wales and Entrants submit to the exclusive jurisdiction of the courts of England and Wales.