

# TERMS & CONDITIONS

## Summary Terms and Conditions

**ROI only. 18+.** Purchase a Pringles can, visit Pringles.com, scan the can to launch the AR game & successfully complete the challenge between 17/10/23 & 31/01/24. 60 prizes of 1 x €120 prepaid Mastercard available, 4 per sub-period. Prizes awarded to entrants who successfully complete the challenge fastest each week. **Extended Promotional Period:** 2 x monthly competitions between 01/02/24 & 29/03/24 where winners will be selected in the same manner for the chance to win 1 x €120 prepaid Mastercard per month. Max 1 prize/person & 1 entry/day. Prize value to cover 1 subscription cost for the year. Internet access & account registration required. Retain receipt. Full T&Cs, registration & prize details visit [www.pringles.com](http://www.pringles.com).

## Full Terms and Conditions:

1. This Promotion is open to residents of the Republic of Ireland aged 18 or over, excluding employees of the Promoter, agents, distributors or affiliated companies of the Promoter or immediate family members (defined as parents, children, siblings, spouse and life partners and any other person residing with), and anyone professionally associated with this Promotion.
2. Purchase is necessary. **Please retain an itemised receipt that states the time and date of purchase prior to entry, but within the relevant Promotion Period, as this may be required for validation and in order for the winner to receive their Prize.** Internet access a smartphone or tablet, a Kellogg's account and a valid email address are required.
3. **Main Promotion Period:** Enter between 00:01 on 17<sup>th</sup> October 2023 and 23:59 on the 31<sup>st</sup> January 2024 inclusive. Within which there will be separate promotional sub-periods ("Promotion Sub-Periods") as outlined below. Entries can be made between 00:01 and 23:59 each day during the Main Promotional Period:

Promotion Sub Period	Start Time & Date	End Time & Date
1	00:01 on 17/10/2023	23:59 on 23/10/2023
2	00:01 on 24/10/2023	23:59 on 30/10/2023
3	00:01 on 31/10/2023	23:59 on 06/11/2023
4	00:01 on 07/11/2023	23:59 on 13/11/2023
5	00:01 on 14/11/2023	23:59 on 20/11/2023
6	00:01 on 21/11/2023	23:59 on 27/11/2023
7	00:01 on 28/11/2023	23:59 on 04/12/2023
8	00:01 on 05/12/2023	23:59 on 11/12/2023
9	00:01 on 12/12/2023	23:59 on 18/12/2023
10	00:01 on 19/12/2023	23:59 on 25/12/2023
11	00:01 on 26/12/2023	23:59 on 01/01/2024
12	00:01 on 02/01/2024	23:59 on 08/01/2024
13	00:01 on 09/01/2024	23:59 on 15/01/2024
14	00:01 on 16/01/2024	23:59 on 22/01/2024

15	00:01 on 23/01/2024	23:59 on 31/01/2024
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4. **Extended Promotion Periods:** After the Main Promotion Period, entries made between the two following Extended Promotion Periods will be entered into the respective Extended Promotion Period:
  - a. **Extended Promotion Period 1:** Enter Between 00:01 on the 1<sup>st</sup> February 2024 and 23:59 on the 29<sup>th</sup> February 2024 inclusive.
  - b. **Extended Promotion Period 2:** Enter between 00:01 on the 1<sup>st</sup> March 2024 and 23:59 on the 29<sup>th</sup> March 2024 inclusive.
  
5. **To Enter the Promotion:** Entrants must:
  - a. Purchase a can of Pringles;
  - b. Using a smartphone or tablet, visit Pringles.com and log in or register for a Kellogg's account and complete the multi-factor authentication requirements;
  - c. Scan the can to launch the AR game;
  - d. Complete the AR game challenge ("the challenge") in the fastest time;
  
6. **Further Entry Conditions:**
  - a. Smart phones using operating systems below iOS 14 or Android 9, and iPhone models older than an iPhone 8 may operate at a sub-standard rate which may impact on an entrant's completion time.
  - b. The AR game can only be launched using mobile Safari or mobile Google Chrome.
  
7. Any entry made via the purchase route must be accompanied by a new receipt of a purchase made within the Promotion Period that pre-dates the time and date of entry.
  
8. Maximum of one entry is permitted per person, per day during each Promotion Period and a maximum of one prize is permitted per person across all Promotion Periods.
  
9. Once an entrant has entered the Promotion a total of 50 times throughout all Promotion Periods, they will instantly be notified on screen that they need to provide Pringles Customer Care with proof of purchase or evidence of completing the free entry route for all entries submitted. If proof of purchase for all entries submitted or evidence of all free entry completions cannot be provided, that entrant will no longer be eligible to enter the Promotion and all subsequent entries will be void.
  
10. Winners who did make a purchase must retain the itemised receipt that states the time and date of purchase made within the Promotional Period that pre-dates the time and date of entry, as they may be required at any time for validation and in order for the Winner to receive the prize.
  
11. **Main Promotion Period Prizes:** During the Main Promotional Period, there are a total of 60 Prizes to be won, four (4) Prizes per Promotion Sub Period. Each Prize consists of one (1) €120 virtual prepaid Mastercard.
  
12. **Extended Promotion Period Prizes:** There is one (1) Prize to be won within each Extended Promotion Period. Each Prize consists of one (1) €120 virtual prepaid Mastercard.
  
13. **Further Prize Conditions:**
  - a. Card can be used for online transactions only where Mastercard is accepted.
  - b. Cards are valid for a period of 12 months from the point of issue plus the remaining proportion of the month the card was issued in to spend the funds.

- c. Cards must be claimed within three (3) months from the date the instructions on how to claim are sent (please see clause 20 for further details)
  - d. The value of a Card can be spent over multiple transactions.
  - e. Use of the Card is governed by the cardholder agreement and will be subject to the terms of service of the provider which will be provided at the point of issue (please see clause 20 for further details regarding timings).
14. **Winner Selection Main Promotional Period:** The four (4) entrants who successfully complete the challenge in the quickest time in each Promotion Sub Period will be deemed the winners ("Sub Period Winners"). Any unwon prizes from any Promotion Sub Period will be rolled over into the prize pool for the next Promotion Sub-Period.
15. **Winner Selection Extended Promotional Periods:** The entrant who successfully completes the challenge in the quickest time during each Extended Promotion Period will be deemed the final winner for that Extended Promotional Period ("Final Winner").
16. In the event of a tie between two or more entrants due to equal completion times, those entrants will be contacted and asked to answer the following question: what makes your perfect night in?
17. Entries received based on clause 16 above will be judged by an independent third party on:
- a. Originality;
  - b. Creativity; and
  - c. Humour
18. **Winner Notification:**
- a. **Main Promotion:** Each Sub Period Winner (determined by completing the challenge in the fastest time or answering the question in Clause 16) will be contacted via email within 28 days of completing the challenge on the Pringles website or by answering the question in Clause 16 and may be asked to provide evidence of identity and eligibility. If a Sub Period Winner does not respond to the initial contact within 14 days or is disqualified for any breach of these Terms and Conditions, the Promoter reserves the right to award the Prize to the next fastest entrant from the relevant Sub Period.
  - b. **Extended Promotion:** The Final Winners (determined by completing the challenge in the fastest time during the Extended Promotional Period, or answering the question in Clause 16), will be contacted via email within 28 days of the close of the relevant Extended Promotional Period and may be asked to provide evidence of identity and eligibility. If the Final Winner does not respond to the initial contact within 14 days or is disqualified for any breach of these Terms and Conditions, the Promoter reserves the right to award the Prize to the next fastest entrant from the Extended Promotional Period.
19. Following the end of Extended Promotional Period 2, in the event of any Prizes that are rejected, undelivered, unclaimed or returned to sender throughout any Promotional Period, or if a Sub Period or Final Winner is disqualified for any breach of these Terms and Conditions, the Promoter reserves the right to request that an independent party conducts a random draw for all non-winning entrants. As this depends wholly on what is won during the promotion, the number of prizes that may be awarded by this

route is unknown. Any Winners via this route will be notified via email within 28 working days from the end of Extended Promotional Period 2.

20. **Prize Acceptance & Delivery:** Sub Period or Final Winners (“Winner” or “Winners”) not asked to provide evidence of identity or eligibility should look out for an email confirming they are a Winner. Once a Winner who has been requested to provide evidence of their identity and eligibility has done so where necessary, they should look out for an email confirming they are a Winner along with their Prize Code and instructions on how to claim their Prize. Please allow up to 90 days for delivery of Prizes to the email address provided when registering for a Kellogg’s account, although The Promoter will endeavour to send these out within 28 days of winning.
21. In the unlikely event that a Prize doesn’t arrive within 90 days of Winner Notification, winners will have a further 28 days to inform the Promoter by visiting the Contact Us page on Pringles.com. If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.
22. **Moderation:** The Promoter will reject entries based on clause 16 which, in the reasonable opinion of the Promoter:
  - a. Contain any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter;
  - b. Defame, misrepresent, or insult other people or companies, including, but not limited to the Promoter (including its partners); and/or promote any political agenda.
23. Provided no objection from the Winner is received, the surname and county of these winners will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be made available by contacting <https://www.primles.com/ie/contact-us.htm>. Winners can object to their surname or county of residence being published or request for the amount of information being published to be reduced via the same method of contact. However, please note that without prejudice, even if a Winner objects to the publishing of their surname and region, the Promoter will provide winner information to the Advertising Standards Authority on reasonable request or any other regulatory bodies to comply with all relevant rules and legislation currently in force.
24. It is the responsibility of the winners to supply the correct personal information in their Kellogg’s account in order to claim their Prize. The Promoter will not be liable for the non-delivery of the Prize caused by the provision of wrong information. Winner’s postal or email address cannot be updated after entry.
25. The Promoter may request that the winners participate in reasonable publicity arising from the Promotion including use of the winner’s name, voice, city/county of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise. Participation is at the winner’s discretion and is not a condition of Prize Acceptance.
26. The Promoter seeks to run fair and secure promotions and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entries (and any of your associated aliases) will be disqualified, any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

- a. Verify the eligibility of entrants and/or provisional winners by requesting such information we consider reasonably necessary for this purpose. Entry or a Prize may be withheld unless and until verification is completed satisfactorily.
  - b. Disqualify entries that are not made directly by the individual entering the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
  - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
  - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for Text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify entries which, in some other way, do not fully meet the requirements of these Terms & Conditions.
27. Entrants must complete their details using their legal name. The Promoter reserves the right to disqualify any entrant who uses multiple names or email addresses and to require them to return any Prize they may have won.
28. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any element of a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute another Prize for it, of equal or greater value.
29. If the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Terms & Conditions, or invalidate any affected entries and/or to cancel, modify or suspend the Promotion.
30. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the promotional website.
31. The Promoter and its associated agencies and companies are not 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.
32. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances of the Promoter.

33. We are committed to protecting your privacy. Kellogg Europe Trading Limited (Kellogg) 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. Kellogg 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. You can also contact us at [DataPrivacyOfficer@kellogg.com](mailto:DataPrivacyOfficer@kellogg.com). Any information collected regarding entrants into this Promotion will be treated in confidence in accordance with Promoter's Privacy Policy and can be found at: <https://www.pringles.com/ie/privacy-policy.html>
34. If required by law or self-regulatory codes that govern the operation of the Promotion, the Promoter may be required to share some personal data of winners with authorities, solely to the extent legally required. This information may include winners' name, surname, county of residence or any other personal data the Promoter is required to share.
35. If any part of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
36. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
37. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
38. These Terms and Conditions shall be governed by the laws of the Republic of Ireland and their interpretation and application will be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

**Promoter:** Kellogg Europe Trading Limited, 3 Dublin Airport Central (DAC), Dublin Airport, Dublin (company registration number 0387390). PLEASE DO NOT SEND ENTRIES TO THIS ADDRESS.