

Kellogg's Shoes for School Terms and Conditions

Key Conditions of Entry

Promoter	The Promoter is Kellogg (Aust.) Pty Ltd (ABN 30 004 110 105) of 41-51 Wentworth Ave, Pagewood NSW 2035.									
Entrants and Exclusions	<p>This Promotion is open to Australian residents aged 18 years or older (Entrant).</p> <p>Employees (and their immediate families) of the Promoter, participating retailers and their employees, and agencies and representatives associated with this Promotion are ineligible to enter. For the purposes of these Terms immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.</p>									
Promotion Period	The Promotion commences on 09.00am 17/12/2019 and ends on 11:59pm on 27/02/2020									
Entry	<p>Entrants must, during the Promotion Period:</p> <ul style="list-style-type: none"> (a) Purchase a Kellogg's cereal or snack product; (b) Visit www.kelloggs.com.au/run to login or register for a Kellogg's account (if you have not already registered) (c) Complete the online entry form providing all the required details which may include without limitation first and last name, phone number, and email address; and (d) Upload a picture of your receipt. 									
Limit	<p>Entrants can submit three entries per day of the Promotion Period, provided each entry meets these terms and conditions. For each additional entry a consumer must purchase an additional Kellogg product and upload separate receipts for each entry.</p> <p>Each Entrant can only win one Prize.</p>									
Prize	<p>Each Prize is a \$100 Rebel Sport voucher.</p> <p>12 Prizes will be awarded each day of the Promotion Period.</p> <p>Total Prize pool value: \$87,600</p>									
Prize Draw	<p>Prize draws will take place at 10.00 am at 12 Upward St, Leichhardt NSW 2040 Australia. The draws are electronic. SA draw approval number 1224.</p> <p>Entrants are not required to be at the Prize Draw to claim the Prize.</p> <p>Entries received in respect of each day of the Promotion Period will not roll over to subsequent days of the Promotion Period.</p> <p>Winners will be chosen in accordance with the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Weekly draw date</th> <th>Number of winners</th> <th>For entries received</th> </tr> </thead> <tbody> <tr> <td>7/01/2020</td> <td>240</td> <td>17/12/19-5/1/2020</td> </tr> <tr> <td>14/01/2020</td> <td>84</td> <td>6/1/2020-12/1/2020</td> </tr> </tbody> </table>	Weekly draw date	Number of winners	For entries received	7/01/2020	240	17/12/19-5/1/2020	14/01/2020	84	6/1/2020-12/1/2020
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7/01/2020	240	17/12/19-5/1/2020								
14/01/2020	84	6/1/2020-12/1/2020								

	21/01/2020	84	13/01/2020-19/01/2020
	28/01/2020	84	20/01/2020-26/01/2020
	4/02/2020	84	27/01/2020-2/02/2020
	11/02/2020	84	3/02/2020-9/02/2020
	18/02/2020	84	10/02/2020-16/02/2020
	25/02/2020	84	17/02/2020 -23/02/2020
	3/03/2020	48	24/02/2020 - 27/02/2020
Notification	The winners will be notified via email within five business days of the Prize Draw or and Unclaimed Prize Draw (if applicable).		
Delivery	Vouchers will be delivered electronically to the email address provided by entrants in the entry form.		
Unclaimed Prize Draw	<p>If, in respect of a day of the Promotion Period, insufficient valid entries have been received to award all 12 Prizes, the relevant number of Prizes will be awarded in the Unclaimed Prize Draw.</p> <p>If required, and subject to any regulatory instructions, the Promoter will conduct a further draw from all Entrants that have not yet received a Prize in the Promotion to distribute unclaimed Prizes at the premises of 12 Upward St, Leichhardt NSW 2040 Australia on 05/06/2020 at 10.00am and winners will be notified via email within two business days of the draw.</p>		
Prize Winner Publication	The name of the winners will be published on the www.kelloggs.com.au/run within 10 working days of the relevant weekly draw. In the event of an Unclaimed Prize Draw, the winner will be published on the Promotional Website within 10 working days of the Unclaimed Prize Draw.		
Prize Conditions	Terms and conditions of the Voucher can be found here: https://www.rebelsport.com.au/customer-service/giftcard-terms.html		
Permits	<p>Authorised under:</p> <ul style="list-style-type: none"> • NSW permit number: LTPS/19/37679 • ACT permit number: TP 19/04107 • SA permit number: T19/1462 		

Standard Conditions of Entry

- 1) These Standard Conditions of Entry are to be read in conjunction with the Key Conditions of Entry. To the extent there is any inconsistency between them, the Key Conditions of Entry prevail.
- 2) By entering this Promotion, Entrants agree to be bound by these Terms. Information on how to enter and Prizes form part of these Terms.
- 3) The Promoter reserves the right to amend these Terms if this Promotion cannot be run as originally planned, subject to any written directions from any regulatory authority. The Promoter may also cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, subject to any

written directions from any regulatory authority. The Promoter will disqualify any individual who has tampered with the entry or claim process or any other aspect of this Promotion.

- 4) You must keep your original itemised purchase receipt/s as proof of purchase. If you don't produce your receipt for your entry when asked, the Promoter may disqualify your entry and you will lose any right to a Prize. Proof of purchase must be identical to that provided by you with your entry. If, in the Promoter's opinion, you have shared any proof of purchase with another person or another entry, your entries will be invalid and you will lose any right to a Prize.
- 5) The Promoter, its employees, agencies and representatives associated with this Promotion will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer or line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur which is connected with their entry or as a consequence of late, lost or misdirected mail or email.
- 6) The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated delivery address and/or proof of entry validity (including phone bill) in order to claim a Prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
- 7) The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
- 8) It is a condition of accepting any Prize that the claimant must comply with the Prize Conditions. The Prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the Prize as stated.
- 9) Any cost associated with accessing the Promotional Website is the claimant's responsibility and is dependent on the internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- 10) Prizes cannot be transferred or exchanged nor redeemed for cash. The Prize must be taken as a whole (to the extent relevant) and as stated in these Terms. If a Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any written directions from any regulatory authority.

Privacy Collection Statement

- 11) Entrants' participation in this Promotion is conditional on providing personal information. By entering this promotion, you consent to Kellogg collecting your personal information for the purpose of conducting and fulfilling this Promotion.
- 12) The Promoter and its related entities collect Entrants' personal information for the purpose of conducting and fulfilling this Promotion. The Promoter may disclose personal information collected to an agent or any other third party who is engaged to assist in carrying out this Promotion, including prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy a copy of which can be found at https://www.kelloggs.com.au/en_AU/privacy-policy.html. The Privacy Policy contains information on:
 - (a) how a claimant may access the Personal Information that is held by the Promoter and seek correction of such information; and
 - (b) how a claimant may complain about a privacy breach and how the Promoter will deal with such a complaint.
- 13) You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Kellogg (Aust.) Pty Ltd (ABN 30 004 110 105) of 41-51 Wentworth Avenue, Pagewood NSW 2035 or by calling 1800 000 474.

Copyright, Statutory guarantees, Waiver and liability

- 14) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner of any Prize in this Promotion (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 15) Nothing in these Terms limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
- 16) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its employees, agencies and representatives associated with this Promotion) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, claim or Prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms; (e) any tax liability incurred by a winner or entrant; or (f) use of a Prize.
- 17) Winners are advised that tax implications may arise from their Prize and they should seek independent financial advice prior to acceptance of that Prize.

Social Media

- 18) Each Entrant acknowledges and agrees that:
 - a) the Promotion is administered by the Promoter;
 - b) the Promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook;
 - c) the Entrant is providing the information to the Promoter and not to Facebook; and
 - d) to the fullest extent permitted by law, Facebook (including its officers, employees, and agents), will not be liable in any way (including negligence) for any loss or damage (including the loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion.

Jurisdiction

- 19) The laws of New South Wales apply to this Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of New South Wales.