

Special K New Years Resolution Wellness Journal Terms & Conditions ("Conditions of Entry")

Schedule											
Promotion:	Special K New Years Resolution Wellness Journal										
Promoter:	Kellogg's Pty Ltd, 11-13 Falcon St, Parnell, New Zealand 1008. Ph: 0800 881 889										
Promotional Period:	Start date: 17/12/21 at 9:00 am NZDT End date: 04/02/22 at 11:59 pm NZDT										
Eligible entrants:	Entry is only open to New Zealand residents aged 16 years or over. Entrants under the age of 18 must have parent or legal guardian approval to enter.										
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) purchase a Specially Marked Product from a participating store in New Zealand ("Participating Venues"); and</p> <p>b) send an SMS to the standard mobile number, 381, starting with the unique code from the Specially Marked Product.</p> <p>You may enter using any New Zealand mobile phone (021/022/027/029). Standard network rates apply, typically 20c. Text charges may not be covered by text-inclusive packages, check with your network operator. Please ensure you have permission of the person who pays the mobile bill before entering via text. The Promoter is not responsible for any late entries caused by any network issues or the submission of ineligible entries generally.</p>										
Specially Marked Products:	Kellogg's Special K Original (535g) Kellogg's Special K Original (300g) Kellogg's Special K Lower Sugar Honey Blossom (420g) Kellogg's Special K Honey Almond (440g) Kellogg's Special K High Protein (380g) Kellogg's Special K Gluten Free Cereals (330g) Kellogg's Special K Gluten Free Almond & Cranberry (300g) Kellogg's Special K Forest Berries (380g)										
Entries permitted:	Limit five (5) entries permitted per person per day. Each entry must be submitted separately and in accordance with entry requirements. The entrant is eligible to win a maximum of one (1) prize.										
Total Prize Pool:	NZD \$25,000.00										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 35%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> The prize is a premium wellness journal with daily pages for 12 months (includes pages with recipes, inspirational quotes and handy additional content pages throughout the journal). The prize will be delivered via non-signature courier. </td> <td style="text-align: center;">500 (10 per Daily Draw)</td> <td style="text-align: center;">NZD\$50.00</td> <td>Daily Draw: computerised random selection - from 18/12/21 to 06/02/22 at 12:00 pm NZDT</td> </tr> </tbody> </table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize is a premium wellness journal with daily pages for 12 months (includes pages with recipes, inspirational quotes and handy additional content pages throughout the journal). The prize will be delivered via non-signature courier.	500 (10 per Daily Draw)	NZD\$50.00	Daily Draw: computerised random selection - from 18/12/21 to 06/02/22 at 12:00 pm NZDT
Prize Description	Number of this prize	Value (per prize)	Winning Method								
The prize is a premium wellness journal with daily pages for 12 months (includes pages with recipes, inspirational quotes and handy additional content pages throughout the journal). The prize will be delivered via non-signature courier.	500 (10 per Daily Draw)	NZD\$50.00	Daily Draw: computerised random selection - from 18/12/21 to 06/02/22 at 12:00 pm NZDT								
Winner notification:	The winners will be contacted by SMS within fourteen (14) days of the draw.										
Unclaimed Prizes:	Prizes must be claimed within 30 days of the draw. In the event of any unclaimed prize(s), the prize(s) will be redrawn on 07/03/22 at 5:00 pm NZDT at Farrimond, 5 Eglon Street, Parnell 1008, New Zealand. The winners of the redraw will be notified by SMS within fourteen (14) days of the redraw.										

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian.
6. Daily Draws:
 - a) There will be one (1) draw conducted for the entries received each day of the Promotional Period, with a total of 50 draws ("**Daily Draws**"). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open and close each day based on New Zealand time. Each Daily Draw will take place at Farrimond, 5 Eglon Street, Parnell 1008, New Zealand at 5:00 pm NZDT on the following business day, with the first Daily Draw taking place on 20/12/21 and the last Daily Draw taking place on 07/02/22. For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in New Zealand. Non-winning entries in each Daily Draw will be entered into any subsequent Daily Draw(s).
 - i) The Promoter may draw reserve winners in case of ineligible or invalid entries.
 - ii) The first ten (10) valid entries drawn in each Daily Draw will be the winners of the prizes specified in the Schedule above.
 - b) The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner. It is entrant's responsibility to provide the correct address to the Promoter in order for the prize to be awarded. The Promoter shall not be liable for any prize that has been misdirected as a result of an entrant providing incorrect or incomplete delivery details.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. If a prize is unavailable the Promoter reserves the right to substitute the prize to a prize of equal or greater value and specification.
13. No entry fee is charged by the Promoter to enter the Promotion.
14. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter's privacy policy is located at https://www.kelloggs.com.au/en_AU/privacy-policy.html. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of any privacy laws and how such complaints will be dealt with. The Promoter collects

personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy.

16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.