Kellogg’s Christmas Text to Win Terms and Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

1. **The Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestral Way, Welwyn Garden City, AL7 1GA.

2. **The Supplier:** Kelloggs, Orange Tower, Media City UK, Salford, M50 2HF

3. **Eligibility:** This prize promotion is open to UK (England, Wales, Scotland and Northern Ireland) residents aged 18 years or over excluding employees and their immediate families of The Promoter, The Supplier, associated agents or anyone professionally connected with the prize promotion.

4. **Promotional Period:** The prize draw opens at 00:01 on 30/10/2019 and closes at 23:59 on 19/11/2019.

5. **Entry Instructions:** To enter, text WINTER or WINTER1 or WINTER3 or WINTER5 followed by a space, and your name and postcode to 60110. Entries may only be submitted via text.

   Please note: that the promotion appears cross-media with four (4) different keywords, but there is only one prize pool.

6. Participants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at service provider’s standard network rate. Texts may not be included in any text inclusive packages. Users on virtual mobile networks may not be able to text the short code. Please check with your network provider. Text lines are open 24 hours until 23:59 on the closing date. Ask the bill payer before texting. If you text after the
closing date, you will not be entered but you will be charged. Take care when entering the
text code; the Promoter is not responsible for mistypes and you may be charged at a higher
rate. If you are unable to send a text, please check with your network operator first. For
technical issues only, call 0161 726 5432.

7. Entry will be confirmed with a ‘Thank You’ message response. There is no charge to the
participant for this message.

8. Entry is by text only. Only one entry per person during the promotional period. For the
avoidance of doubt only one unique mobile number will be accepted per person, and a
person can use this mobile number to enter only once. Any entrant using multiple mobile
numbers to enter the promotion will be disqualified and any prize void.

9. No third party or bulk entries. Entries via third parties or syndicates, entries by macros or
other automated means and entries which do not satisfy the requirements of these terms
and conditions in full will be disqualified. If it becomes apparent that either a participant or
household is using any means to circumvent this condition such as, and without limitation,
fraudulently falsifying data, acting fraudulently or dishonestly in the opinion of the Promoter
using identities other than their own or any other automated means in order to increase
that participant's entries or otherwise acting in violation of these terms, these participants
will be disqualified, and any prize entitlement will be void.

10. Proof of purchase will not be accepted as proof of entry. No responsibility can be accepted
for entries that are incomplete, lost due to technical reasons, corrupted, delayed or not
received for whatsoever reason.

Prize

11. There are four prizes consisting of an exclusive Winter Wonderland prize package for a
family of four (2 adults and 2 children under 12) to be taken from 28th to 29th December
2019, in London.

12. Prize package conditions:
   a) The package consists of the following (for two (2) adults, and two (2) children under
      12yrs):
- Return economy train travel from a mainland UK rail station to London up to the maximum value of £600 total, arriving 28th December and departing 29th December 2019.
- Private car station transfers in London, from rail station to hotel;
- Overnight 4* Hotel accommodation on 28th December 2019 sharing two x twin/double rooms. Includes breakfast;
- One x 3 course evening meal at Hard Rock Café, London on 28th December 2019;
- Fast Track Entry into the event at Winter Wonderland on 28th December 2019 - met and looked after by a dedicated host;
- Entry tickets to either The Magical Ice Kingdom or an Ice-Skating session on 28th December 2019 – one activity per winner/family.
- Elf on the Shelf box set
  - 2x Claus Couture includes Sweet Shop Set & Donut be Naughty PJ’s
  - 10x Mini Clip on characters (5 characters per child)
- North Pole Breakfast Party Pack
- Christmas Eve Box
- DVD - An Elf’s Story

‘VIP Winter Wonderland experience’ includes the following on 28th December 2019:

  - Front row seats to the show of your choice (Mr. Men & Little Miss – The Show, Zippos Christmas Circus, Cirque Berserk or Paddington on Ice)
  - Lunch in the VIP area of the Bavarian Village including 2 alcoholic drinks per adult
  - Access to the VIP Crystal Lounge all day including VIP washroom facilities and as many mince pies/glasses of mulled wine as you care to enjoy

b) Train travel available from mainland UK rail stations only.

c) Economy train seats are subject to availability. Please note that the winner and their guests may not all be seated together.

d) The winner and their guests must travel together in both directions.

e) Once train tickets have been issued, they are only valid for the dates and times shown. Changes are not permitted.

f) If the winner and/or their guests miss the train, no alternative tickets will be issued and no compensation and/or refund will be provided.

g) The prize excludes anything not expressly stated here, including but not limited to domestic ground transfers, any meals/drinks, excursions, attractions, treatments, car hire, visas and personal expenses.

h) The winner and their guests are responsible for their behaviour whilst at Winter Wonderland. The Promoter reserves the right in its absolute discretion to exclude the winner and/or guests from participation in the prize if any party fails to comply with the directions of the Promoter or any companies associated with the prize or the winner and/or guests act in a manner that is dangerous to themselves or to the public or is, in
the opinion of the Promoter, anti-social in any manner or which causes a disturbance or
nuisance to others.

i) Neither the Promoter, the Supplier, nor prize provider will take any liability for any injury
at the event of any attendee.

j) All travel is subject to availability.

k) The Prize will be fulfilled by Zeal Creative Ltd.

13. No cash or other alternative prizes are available in whole or in part, except that in the event
of circumstances outside of its control, the Promoter reserves the right to substitute a
similar prize of equal or greater value at the Promoter’s discretion.

14. The prizes in whole or in part are non-transferable and non-refundable.

15. Please allow up to 48 hours from prize acceptance for the fulfilment agency to contact you
via phone or email to arrange your prize.

16. Winner Selection: The 4 winners will be drawn using a random number generator within 3
days of the closing date.

17. Winner Notification: Winners will be notified by text within 3 days of the closing date. It is
the responsibility of the participant to ensure that they respond to the winner notification,
either by calling the Freephone number or emailing the address provided at the point of
notification. Winners who do not respond within the initial 4 days, will be telephoned and
given a further 3 days to respond. If contact cannot be made, or the prize is not claimed,
within 7 days of the initial prize notification date an alternative winner will be drawn. The
Promoter cannot be held responsible for winners failing to supply accurate information
which affects prize acceptance or delivery of their prize.

18. General: The entry instructions form part of the terms. By entering, you agree to accept and
be bound by the terms.

19. The Promoter’s decision is final and binding. No correspondence will be entered into.
20. The prize must be accepted as offered by the named winners. There is no cash or alternative prizes, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.

21. The Supplier reserves the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary.

22. We reserve the right to verify winners and ask for proof of identity, age and address and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.

23. 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 terms and conditions or the spirit of the Promotion. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.

24. Entry into the Promotion is at the entrant’s sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter’s liability resulting from its negligence or fraud.

25. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, winner notifications or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies.

26. The Promoter and the Supplier reserve the right to cancel, amend, withdraw, terminate or temporarily suspend this promotion in the event of any unforeseen circumstances or
technical reason outside its reasonable control, with no liability to any entrants or third parties but will use all reasonable endeavours to avoid consumer disappointment. The Supplier bears sole responsibility for supply of the prize and Tesco cannot be held responsible for any claims relating to the prizes.

27. The application and interpretation of these terms and conditions shall be governed by the law of England and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.

28. Your data will be passed onto a third-party fulfilment service provider for the purposes of administering the prize and with Dunnhumby Limited for quantitative research purposes only. The surname and county of the winners will be made available to anyone who requests them by emailing WinterWonderland@tescoprizes.com within 3 months of the closing date. Participants may request their name and county is not published in the event they win by emailing WinterWonderlandOptOut@tescoprizes.com before the closing date. Your details will not be passed onto any third party for any other purpose without prior consent. This data will be kept secure and in accordance with the requirements of the Data Protection Act. Entrants' personal data will be used and held in accordance with the Promoter's Privacy Policy.