# TERMS AND CONDITIONS OF "Pringles CNY Contest 2024" ("PROMOTION")

## A. ELIGIBILITY

- 1. This Promotion is open to all Singapore citizens, residents, work permit holders, valid Singapore pass holders, above the age of 13 years and is valid in Singapore only.
- 2. If you are below 18 years of age, you may participate in this Promotion only if the written consent of your parent or legal guardian is obtained and by participating in this Promotion such consent shall deemed to have been obtained. The award of any prizes to you in this Promotion shall be subject to the production of the written consent to the Promoter who reserves the right not to award any prizes furnished in this Promotion to you in the event such written consent is not produced.
- 3. Persons ineligible and excluded from this Promotion are: (a) Employees of Promoter and their advertising, fulfillment and/or promotion agencies; (b) Affiliates and subsidiaries and the immediate families (spouses, and parents, siblings, children and each of their respective spouses and household members) of each of (a); (c) Persons who are prohibited under the laws of their country of citizenship, residency or domicile to participate in any games of chance and/or skill, or this Promotion.

### **B. PROMOTION PERIOD**

The Promotion runs from SGT 12:00 midnight on 1 January 2024 to SGT 11.59PM on 29 February 2024 ("Promotion Period"). The Promoter reserves the right to revise the Promotion Period at any time by publishing a notification on Pringles' Singapore Facebook page (<u>https://www.facebook.com/PringlesSingapore</u>). All submissions received after the Promotion Period shall be automatically disqualified without any notice to the participants.

## C. HOW TO PARTICIPATE

- 1. The participant must purchase minimum SGD8 worth of Pringle's Participating Products ("Participating Products") in a single receipt at any Participating Retailer Outlets in Singapore during the Promotion Period to be qualified to participate in the promotion.
  - 1.1 The Participating Products are as follows: -
    - 1. Pringles Original (42g/53g/102g/134g)
    - 2. Pringles Sour Cream & Onion (42g/53g/102g/134g)
    - 3. Pringles Cheesy Cheese (102g/134g)
    - 4. Pringles Hot & Spicy (134g)
    - 5. Pringles Saucy BBQ (134g)
    - 6. Pringles Spicy Garlic Prawn (97g)
    - 7. Pringles Spicy Texas BBQ (97g)
    - 8. Pringles Chili Tangy Prawn (97g)
    - 9. Pringles Seriously Cheeesy Garlic (97g)
    - 10. Pringles Sizzlin Mmmeat Lovers Pizza (97g)
    - 11. Pringles Cheese Stuffed Burger (97g)
    - 12. Pringles Spanish Style Shrimp (97g)
  - 1.2 The Participating Retailer Outlets are as follows: -

- 1. Amazon
- 2. Cart
- 3. Cold Storage
- 4. FairPrice Online
- 5. Giant
- 6. NTUC FairPrice
- 7. Pandamart
- 8. Prime Supermarket
- 9. Sheng Siong
- 10. Sheng Siong Online
- 11. Shopee Supermarket
- 12. Redmart
- 2. To submit an entry, scan QR code or visit the link <u>https://www.pringlescontest.com</u> and key in all required fields as specified below to qualify as an entry (each an "Entry" or "Entries") to the lucky draw.

## Fields:

- 1. Full Name
- 2. Mobile Number (SG Numbers only)
- 3. Retailer
- 4. Receipt Number
- 5. Receipt Upload
- 3. Each Proof of Purchase must clearly indicate the Participating Products and the date of purchase must be within the Promotion Period.
- 4. Participants are advised to snap a photo of the Proof of Purchase and keep the Proof of Purchase for record and/or verification purposes.
- 5. Phone data usage to participate in this Promotion may be subject to charges by your telecommunication service provider / carrier.
- 6. The lucky draw will be conducted on 11 March 2024 ("Draw") where winners are selected based on a computerized system in the presence of an authorized personnel of the Promoter or its agency. A total of fifty-three (53) names will be drawn during the Draw.
- 7. Personal information (including images) collected or received from the Participants may be used by the Promoter and/or their respective agents and agencies for the purposes of administering the Promotion, including conducting background check on the Participant's identity and verifying their eligibility to participate and receive a prize, and publicizing winners' announcement. By participating in the Promotion, the Participant explicitly allows the Promoter and/or their respective agents and agencies to contact the Participant via the Participant's particulars provided for such purpose. The Promoter and their respective agents and agencies value all personal information received and shall not disclose or furnish the Participant's personal information to any unrelated third parties (save for their respective agents and agencies for the purposes of the Promotion or where required by law).

- 8. Each Entry shall be subjected to verification by the Promoter and/or its representatives. In the event that details are ineligible or invalid as determined by the Promoter's sole discretion, the Entry will be disqualified. Following successful verification of the drawn entries, winners will be notified either through WhatsApp text, email, or phone call with details of how to claim the Prizes. Winners MUST submit the Proof of Purchase for verification purposes prior to collection of Prize.
- 9. One (1) Proof of Purchase is valid for one (1) entry only. Multiple entries are permitted but a person can only win once.

## **D. PRIZES**

1. The Prizes are as follows:

Prizes	Quantity
iPhone 15 128GB	3 Winners
SGD50 Ang Bao	50 Winners

- 2. The total number and type of Prizes that will be awarded in this Promotion will not exceed those as stated in paragraph D (1). By participating in this Promotion, the Participant acknowledges and agrees that in no event will more than the stated number of Prizes will be awarded.
- 3. Prizes are available on an as-is basis and are not transferable, exchangeable or converted to monetary value. Where the Prizes are not available for any reason, the Promoter reserves the right to offer alternative prizes of equal or greater value. The Promoter also reserves the right not to award any Prizes (or any alternative prizes of equal or greater value) for any reason whatsoever to any person who fails to meet any stipulated requirement in order to claim the Prize.
- Winners may be required to sign or acknowledge a Participation/Release Agreement in the form required by the Promoter in order to claim the Prizes. Parental consent is required for winners below 18 years of age. Non-compliance may result in disqualification. At a minimum, the consent shall consist of the following:

To: [Name of Promoter]

I [name of parent/guardian], holder of NRIC: \_\_\_\_\_\_, am the parent/guardian of [Name of winner] person who entered and won a [fill in prize] ("Prize") in the [Name of promotion] Promotion. I hereby confirm his/her eligibility to accept the Prize in accordance with the Terms and Conditions, and consent to him/her being awarded the Prize.

Parent's/Guardian's Signature/ Date:

- 5. The Promoter reserves the right to substitute any winner subsequently found to be ineligible or disqualified, for any reason whatsoever, with an alternative winner.
- 6. Unless otherwise specified, all Prizes MUST be claimed by 5 April 2024. Prizes not claimed within the stipulated date will be forfeited.

- 7. Prizes are subject to the terms and conditions of the respective sponsors and third-party vendors, if any. The Promoter shall not be liable for these conditions and the use of Prizes.
- 8. The Promoter and their respective parents, affiliates, subsidiaries and related companies shall not be liable for warranties, maintenance, taxes or any additional costs of the Prizes. Prizes will be awarded only in Singapore.

### **E. VERIFICATION**

- 1. Entries submitted are subject to verification. Any Entry that is illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing typographical, mechanical or other errors or the printing is unclear or does not contain information or proof of purchase required in the Participating Form is invalid.
- 2. All Entries (including the Proofs of Purchase) submitted shall be classified as the property of the Promoter and will not be returned.
- 3. The Promoter's decision on all matters relating to the Promotion is final, conclusive and binding. No correspondence will be entertained.

### F. OTHER CONDITIONS:

- 1. All promotional materials, including details on Participation and Prizes, form part of these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions with any advertising, promotional or publicity materials in relation to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 2. The Promoter shall not be held responsible for any delay, error or any other problems in the operation of the Promotion caused by or arising from breakdown, technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems and/or traffic congestion on the Internet and/or at any web site or the telecommunication service or a combination thereof, including injury or damage to any participants or to any other person's computer or mobile phone related to and/or resulting from participating or downloading materials in or in connection with the Promotion.
- 3. In no event will the Promoter and their respective parents, affiliates, subsidiaries and related companies, their respective advertising or promotion agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents (collectively, "Affiliates"), be responsible or liable for any damages or losses of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of any the Participant's acceptance of the Prizes (if selected as winner), or their entry into the Promotion. By entering into the Promotion, participants hereby release and agree to hold harmless the Promoter, Kellogg Asia Pacific Pte Ltd and their Affiliates from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that they may have, or which may arise, whether in whole or in part, and whether directly or indirectly.
- 4. The Promoter and their Affiliates make no warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose of any

of the prizes. Without limiting the generality of the foregoing or anything in these Terms and Conditions, the Promoter and their Affiliates are not liable for any defect in the Prizes. For the avoidance of doubt, no provision in these Terms and Conditions shall be construed as limiting the liability of any party for death or personal injury caused by such party's negligence or any liability which cannot be excluded under the laws of Singapore.

- 5. Notwithstanding any of the foregoing, the Promoter reserves the right to amend, add, replace, vary and/or modify these Terms and Conditions without giving prior notice. Entry into this Promotion confirms acceptance of these Terms and Conditions and any amendments, additions, replacements, variations and modifications hereto, which shall be final and binding in all respects.
- 6. If any term or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such term or other terms of this Promotion.
- 7. A person who is not a party to any of the agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B), or any amendment thereto, to enforce any term of such agreement.
- 8. Prize redemption will be managed by Promoter's authorized agency Momenntum Pte Ltd, with the corresponding email address info@momenntum.com.
- 9. This Promotion and the Terms and Conditions shall be construed under and governed by the laws of Singapore. The parties hereby submit to the exclusive jurisdictions of the courts in Singapore.
- 10.The Promoter's Privacy Policy may be found at **Pringles Singapore Facebook page** (<u>https://www.facebook.com/PringlesSingapore</u>). The Privacy Policy contains, amongst others, information from:

(a) how a participant may access the Personal Information that is held by the Promoter and seek correction or deletion of such information; and

(b) how a participant may complain about a privacy breach and how the Promoter will deal with such a complaint.

- 11. The Promoter is Kellogg Asia Pacific Pte Ltd, 238B Thomson Road, #10-01/08, Novena Square Tower B.
- 12.For details, refer to in-store posters, or go to **Pringles Singapore Facebook page** (<u>https://www.facebook.com/PringlesSingapore</u>) if you have any issues.