

Indies School Breakfast Event Promotion Terms & Conditions ("Conditions of Entry")

Schedule			
Promotion:	Indies School Breakfast Event Promotion		
Promoter:	Kellogg (Aust) Pty Ltd ABN 30 004 110 105, Suite 8, Level 8, 8 Central Avenue, Eveleigh, NSW 2015, Australia. Ph: 1800 000 474 For any inquiries regarding this Promotion, please contact the Promoter via https://www.kelloggs.com.au/en_AU/contact-us.html .		
Promotional Period:	Start date: 01/08/24 at 09:00 am AEST End date: 31/08/24 at 11:59 pm AEST		
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.		
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> purchase any two (2) x Participating Kellogg's® Cereal Products (see Annexure A below for complete list) in one (1) transaction from any participating independent retailer within Australia displaying advertising for this Promotion ("Participating Venues"); and visit www.kelloggs.com.au/school-breakfast, follow the prompts to the Promotion entry page and fully complete and submit the online entry form with the entrant's personal details as requested, the name of the school they are nominating, answer the promotional question: Tell us what makes your school special and deserving of a Kellogg's breakfast celebration? (in 25 words or less), upload a scanned copy or photo of the receipt for the qualifying transaction and select the tick box to confirm they have obtained prior consent from the school they are nominating in their entry. <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is a copied receipt for the qualifying transaction.</p> <p>The entrant must have obtained consent from the school prior to nominating them in this Promotion ("Nominated School").</p>		
Entries permitted:	Multiple entries permitted subject to the following: <ol style="list-style-type: none"> limit one (1) entry permitted per person per day; maximum of one (1) entry permitted per qualifying transaction; and each entry must be submitted separately and in accordance with the entry instructions above. 		
Total Prize Pool:	Up to AUD \$5,000.00		
	Prize Description	Number of this prize	Value (per prize)
	The prize is a breakfast event to be hosted at the winner's Nominated School.	1	Up to AUD\$5,000.00
Prize Conditions:	<ul style="list-style-type: none"> The breakfast event will be organised and coordinated by the Promoter in conjunction with the Nominated School ("Winning School") and will provide students (and staff) with breakfast on a selected day, which shall include Kellogg's cereals, milk, yoghurt, fruit, etc., as well as a range of games and activities for those in attendance. The breakfast event must be redeemed by the Winning School on or before 31/08/25. If the Winning School is unwilling or unable to accommodate or host the breakfast event by the aforementioned date required by the Promoter, the winner will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu (and will not be able to select another school to take part in the breakfast event). In this instance, the Promoter may select another winner to take the prize. The Promoter will contact the Winning School with further details regarding prize redemption. As a condition of accepting the prize, a parent or legal guardian of each child or student (of the Winning School) that will participate in the breakfast event must sign a consent form allowing their child to participate prior to breakfast event. 		

	<ul style="list-style-type: none"> It is the responsibility of the Winning School to inform the Promoter of any food allergies and/or intolerances for any student(s) prior to the breakfast event.
Notification of the winning school:	The Winning School will be contacted by using the contact details on file with the Promoter within seven (7) business days of the judging.
Unclaimed Prizes:	In the event the Winning School declines the prize for any reason whatsoever, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. 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. Judging:
 - a) The winning entry will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual originality of the answer provided to the promotional question.
 - i) The best valid entry, as determined by the judges, will win the prize specified in the Schedule above.
 - ii) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
 - iii) The winning entry will be determined by skill. Chance plays no part in determining the winner. The judges' decision is final and binding and no correspondence will be entered into.
6. All reasonable attempts will be made to contact the Winning School.
7. If the Winning School chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. 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.
9. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize 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 (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of 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. The prize will be awarded to the school nominated as the best entry. If there is a dispute as to the identity of a Winning School, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or Winning School .
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 will handle personal information in accordance with its privacy policy which is located at https://www.kelloggs.com.au/en_AU/privacy-policy.html. 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.
16. It is a condition of accepting the prize that an authorised representative (aged 18 years or over) of a Winning School may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
17. 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. The terms and conditions which apply to the prize at the time it is issued to the Winning School will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law 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.
18. 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 Competition and Consumer Act 2010 (Cth).
19. 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.
20. 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.
21. All material submitted on entry (e.g. comment(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify,

adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all materials they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrants warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

22. 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.
23. 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 (including allergies, skin conditions or other reactions, as relevant) 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). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
24. The Winning School (including principal, staff and students), as a condition of accepting the prize, will participate in and cooperate 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.
25. Unless otherwise specified, a prize is a single event for the Winning School (and where relevant their guests) and cannot be separated into separate events or components.
26. The Promoter accepts no responsibility for any tax implications and the entrant and Winning School must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

Annexure A: Participating Kellogg's® Cereal Products

Kellogg's® All Bran Honey Almond 420g

Kellogg's® All Bran Original 350g

Kellogg's® All Bran Original 530g

Kellogg's® All Bran Wheat Flakes 330g

Kellogg's® Coco Pops 255g

Kellogg's® Coco Pops 375g

Kellogg's® Coco Pops 650g

Kellogg's® Coco Pops Chex 500g

Kellogg's® Coco Pops Chocos 260g

Kellogg's® Coco Pops Gluten Free 390g

Kellogg's® Corn Flakes 220g

Kellogg's® Corn Flakes 380g
Kellogg's® Corn Flakes 725g
Kellogg's® Corn Flakes Bright Start Berry 400g
Kellogg's® Corn Flakes Bright Start Honey 400g
Kellogg's® Corn Flakes Gluten Free 270g
Kellogg's® Crispix 460g
Kellogg's® Crunchy Nut Corn Flakes 380g
Kellogg's® Crunchy Nut Corn Flakes 640g
Kellogg's® Crunchy Nut Corn Flakes Clusters 450g
Kellogg's® Froot Loops 285g
Kellogg's® Froot Loops 460g
Kellogg's® Froot Loops 25% Lower Sugar 265g
Kellogg's® Frosties 350g
Kellogg's® Fun Pack 6pk
Kellogg's® Guardian 360g
Kellogg's® Just Right Original 460g
Kellogg's® Just Right Original 740g
Kellogg's® Nutri-Grain 200g
Kellogg's® Nutri-Grain 290g
Kellogg's® Nutri-Grain 470g
Kellogg's® Nutri-Grain 765g
Kellogg's® Nutri-Grain Choc Malt 435g
Kellogg's® Nutri-Grain Vanilla Malt 450g
Kellogg's® Rice Bubbles 250g
Kellogg's® Rice Bubbles 410g
Kellogg's® Rice Bubbles 860g
Kellogg's® Rice Bubbles Gluten Free 315g
Kellogg's® Special K 300g
Kellogg's® Special K 500g
Kellogg's® Special K Forrest Berry 380g
Kellogg's® Special K Gluten Free 330g
Kellogg's® Special K High Fibre 385g
Kellogg's® Special K Low Sugar 420g
Kellogg's® Sultana Bran 420g
Kellogg's® Sultana Bran 700g
Kellogg's® Sultana Bran Buds 450g
Kellogg's® Sultana Bran Gluten Free 350g
Kellogg's® Sultana Bran Oat Clusters 480g
Kellogg's® Sustain 460g
Kellogg's® Variety 8pk