

TERMS & CONDITIONS - Kuwait

*Conditions Apply. For detailed Terms & Conditions, login to www.pringlesgamingmenat.com

† For release date see www.halowaypoint.com

START	END
01/9/2020	31/10/2020

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

0178 – KELLOGG MARKETING AND SALES COMPANY (UK) LIMITED – DUBAI BRANCH,
Suite 1103, Park Place Tower, Sheikh Zayed Road, Dubai ,37328, United Arab Emirates
Phone number: +971 4 3326552

Agreement:

1. By participating in the Pringles x Xbox MENAT promotion 2020 (the “**Promotion**”) you agree to be bound by these Terms and Conditions (the “**Terms**”). Promotion is only valid in participating countries (hereby referred to as ‘participating countries’ or ‘countries’) i.e. Kuwait, Bahrain, Jordan, Morocco & Palestine.

Eligibility:

2. In order to be eligible to participate in this Promotion, you must be aged 18 or over and a legal resident or citizen situated in one of the participating countries.
3. This promotion is not open to employees, representatives, agents or their immediate family members and friends of Kellogg Middle East (the “**Promoter**”), promotional fulfillment agency, partners, their parent companies, subsidiaries, affiliates, reward suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation of the promotion.
4. Purchase of a Pringles can and access to a mobile, or computer, with internet access are required. This is an online promotion only, there is no postal or telephone application route.
5. Only entries via the official website and entry form will be accepted.
6. Main Promotion Period: The promotion is open from 1st September 2020 until 31st October 2020. Entries can be made between 00:01 and 23:59 GST each day during the Promotion Period.
7. A batch code is required for entry into the promotion.
8. To enter, participants must:
 - a) Buy a Pringles can, and visit the promotional website <http://www.pringlesgamingmenat.com/> (the ‘**Website**’).
 - b) Register for a Kellogg’s account by entering all details requested, ensuring country of residence is selected in the drop down box.
 - c) Enter the 19 digit alphanumerical batch code that appears on the bottom of the can (X XXXXXXXXXXX XXXX XXXX) on the website www.pringlesgamingmenat.com

before 23:59 on the closing draw date. Any entries made after this date and time will not be valid;

- d) Entrants will find out instantly whether they have won a 7-day Xbox Game Pass Ultimate subscription. All entrants who do not win an Xbox Game Pass Ultimate subscription will be given the opportunity to claim a free digital gift (herewith mentioned as “**Digital Gifts**”, consisting of Xbox and Pringles branded downloadable wallpapers and backgrounds).
- e) All entrants will then be entered into a prize draw for a chance to win an Xbox One S console.

Entrants are advised to take care when entering their batch code, and contact details (including first and surname, email address, postal address and phone number) on the website. The Promoter is not responsible for mistypes and incorrect information that has been entered by participants. Only correct entries that have followed the instructions will be accepted. Uppercase and lowercase letters will both be accepted. For the avoidance of doubt, spelling mistakes will be disqualified.

9. Entrants are limited to 5 entries per hour for the duration of the promotional period. Any additional entries will be invalid and participant’s IP address will be blocked for a period of 1 hour from the time of the last entry.

Participating Products:

10. The following participating Pringles* products (the “**Participating Products**”) are available at selective participating outlets in the participating countries:

- All Pringles Cans

Prizes:

11. The following prizes are available to be won:

Xbox One S Consoles

There are a total of 24 Xbox One S Consoles to be won in the participating countries.

Winners of the Xbox One S Console will be selected through an independent prize draw conducted at the end of the promotional period. An entrant can only win 1 x Xbox One S Console.

Xbox Game Pass Ultimate 7-day subscription

Winners of the Xbox Game Pass Ultimate 7-day subscription will be notified immediately via the promotional website. Entrants can win a maximum of 2 x 7-day Ultimate Game Pass subscriptions per person during the Promotional Period. Xbox Game Passes must be redeemed by 31/01/2021. Redeeming automatically upgrades existing membership(s) to Xbox Game Pass Ultimate at a conversion ratio each based on days remaining. Once upgraded, you cannot re-convert back to a previous membership. Internet required

Digital gifts in the form of downloadable wallpapers

Winners of the digital gifts will be notified immediately via the promotional website. Digital Gifts will be emailed directly to the registered email address. There are no limits on the

Digital Gifts awarded.

12. Further Prize Details:

12.1. Each prize of an Xbox One S Console includes:

- One (1) unit of an Xbox One S Console
- One (1) unit of an Xbox Wireless Controller
- One (1) unit of a HDMI Cable
- One (1) unit of an AC Power Cable

12.2. Each prize of a 7-day Xbox Game Pass Ultimate subscription includes:

- One (1) x 7-day Xbox Game Pass Ultimate subscription code
- a. Redeeming the 7-day Xbox Game Pass Ultimate:
- (i) Visit www.xbox.com/gamepass
 - (ii) Create or Log in to your Xbox Live account
 - (iii) Select “Join Now”
 - (iv) Click “Join Now” under the Ultimate Plan
 - (v) Select “...” to the right of “Join”
 - (vi) Click “Redeem a Code”
 - (vii) Enter your code
 - (viii) Select “Next” to complete code redemption
- b. The subscription must be redeemed, and the code must be activated by 31.01.21.
- c. An active Xbox Game Pass Ultimate membership can be used to play games on Xbox One and Windows 10 PC.
- d. Xbox Game Pass Ultimate includes Xbox Game Pass for Console, Xbox Game Pass for PC, Xbox Live Gold and additional benefits.
- e. Redeeming the Xbox Game Pass Ultimate subscription automatically upgrades your existing Xbox Live Gold or Xbox Game Pass membership(s) to Xbox Game Pass Ultimate at a conversion ratio each based on days remaining. Learn how this works at www.xbox.com/gamepass.
- f. Any future code redemptions are also subject to a conversion ratio. Conversion ratio subject to change.
- g. All conversions to Xbox Game Pass Ultimate are final: Once converted, you cannot re-convert your Xbox Game Pass Ultimate membership back to a previous membership. Maximum 36 months of redeemed Xbox Game Pass Ultimate per account at a time, including any converted time from Xbox Live Gold and/or Xbox Game Pass (for PC or console).
- h. Game titles and number vary over time and by country.
- i. You will be notified before purchase of add-ons, DLC, consumables, virtual currency or subscriptions (sold separately): If your membership terminates or a game is removed from the catalogue, you must reactivate your membership or buy the game separately to continue using these items.
- j. ISP fees may apply.
- k. Age restrictions apply.
- l. Subscription codes are not combinable with other offers and are not redeemable for cash.
- m. Discount offers exclude titles within 30 days of launch and are not available with selected titles.

- n. Service, features and requirements may change or be retired. Subject to the Microsoft Services Agreement (microsoft.com/msa).
- o. For PC: App download, Windows update(s) and storage required (xbox.com/pcgamesplan).
- p. System requirements vary by game; performance scales with higher end systems.

12.3. Digital Gifts in the form of downloadable wallpapers from both Xbox and Pringles. Wallpapers will be available to download via the microsite.

- 13. Prizes are awarded randomly and cannot be changed.
- 14. 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.
- 15. The prizes in whole, or in part, are non-transferable.

Winner Selection and Notification

- 16. 7-day Xbox Game Pass Ultimate subscriptions and digital downloads will be allocated at random and entrants will be informed instantly of which prize they have won.
 - a. Winners of the 7-day Xbox Game Pass Ultimate subscription will be emailed their code, along with instructions on how to redeem the prize.
- 17. The random prize draw for Xbox Consoles will be performed by a local government authority at the end of the competition.
- 18. Winning Entrants will be contacted by email or phone call within 30 calendar days of the draw.
- 19. Entrants have 40 working days from first contact to respond with personal details for prize fulfilment. Failure to respond in this way may result in the entrant being disqualified and the prize awarded to a reserve entrant selected in the same manner.
- 20. It is the responsibility of the winner to supply the correct personal information to claim the prize. The Promoter will not be liable for the non-delivery of the prize caused by the provision of wrong information.
- 21. Winners may be required to take part in publicity with no recompense.
- 22. Entrants must allow up to 90 days for delivery of prizes. In the unlikely event that a Prize doesn't arrive within 90 days of accepting the Prize, the winners will have a further 28 days to inform the Promoter by visiting the Contact Us page on [Pringles.com](https://www.pringlesgamingmenat.com). In the event that a winner does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.
- 23. Prizes that are undelivered or returned to sender will be deemed unwanted and the prize will be forfeited. The prize will not be re-allocated.
- 24. The winners agree to allow the Promoter to use their surname and country of residence to announce the winners of the Promotion. The winners may object to their surname and country of residence being published or request the amount of information being published to be reduced by contacting <https://www.pringlesgamingmenat.com>. Provided no objection has been received, the surname and country of the winner(s) will be made available by contacting <https://www.pringlesgamingmenat.com> one month after the close of the Promotion, for a period of 4 weeks.
- 25. No responsibility can be taken for entries or claims which are misdirected, lost, delayed, damaged or corrupted during delivery to or from the Promoter due to any computer malfunction, virus, bug, delay or other reason whatsoever. The Promoter is not responsible for any incorrect or inaccurate information supplied to the Promoter by the claimant in the application.

26. To the fullest extent permissible by law, the Promoter, nor their respective parent, affiliated companies, or subsidiaries, shall be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the promotion or use of any prize.
27. There are no other prize alternatives available in whole or in part. No cash alternative is available unless otherwise agreed with the Promoter. If the stated prizes are no longer available due to circumstances outside of the Promoter's control, the Promoter reserves the right to substitute for an alternative prize of equal or greater value. Unless otherwise agreed in writing by the Promoter, the prizes will only be awarded directly to the winners.

General:

28. The Promoter is not responsible for the acts or default of government authorities, but will endeavour to resolve any issues that may arise.
29. It is the responsibility of the winner to supply the correct personal information to claim the prize. The Promoter will not be liable for the non-delivery of the prize caused by the provision of wrong information.
30. The Promoter's decision is final with regard to all promotional matters.
31. If, for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion modify or suspend the competition or invalidate any affected entries. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
32. The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details, including proof of age (which they must provide within 7 calendar days) and to refuse to award a prize or withdraw prize entitlement, and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotion's entry requirements or otherwise, where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.
33. Winners agree to participate in any reasonable publicity required by the Promoter.
34. 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 or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
35. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
36. There are no other prize alternatives available in whole or in part and for a non-cash prize, no cash alternatives except in the event of circumstances outside of its control, when the Promoter reserves the right to substitute similar alternatives of equal or greater value. Unless otherwise agreed in writing by the Promoter the prizes will only be awarded directly to the winners.
37. The Promoter's decision is final with regard to all promotional matters. By participating in the offer, you accept these terms & conditions and are bound by all the rules in full.

38. 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 conditions or the spirit of the promotion.
39. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion or the awarding of prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavor to minimize the effect to participants in order to avoid undue disappointment.
40. The promotion is governed by law of the participating countries and is subject to exclusive jurisdiction of the country's courts.

Data Protection

41. The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose, unless we have your consent. Your personal details will at all times be kept confidential and in accordance with current data protection legislation. By participating in the Promotion, you agree to the use of your personal data for announcement on the promoter's social media channels and communication related to the promotion.