

## 'KELLOGG'S FITNESS TRACKER' PROMOTION - AUSTRALIA

### Terms and Conditions

1. The promoter is Kellogg (Aust.) Pty Ltd ACN 004 110 105 of 41-51 Wentworth Avenue, Pagewood NSW 2035 (**Promoter**).
2. Information on how to claim forms part of these Terms and Conditions (**Terms**). Entry into the promotion is deemed acceptance of these Terms.
3. This promotion is open to Australian residents aged 18 years or older (**Claimant**). Employees (and their immediate families) of the Promoter, participating retailers and their employees, and agencies and representatives associated with this Promotion are ineligible to enter. For the purposes of these Terms immediate family 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 first cousin.

#### 4. **Promotional Period.**

The promotion commences for purchases on 12:01am 1 September 2017 (AEST) and ends for purchases on 11:59pm on 31 October 2017 (AEDST) or while stocks last for each Claim Period (defined below). Claims open on 12:01am 1 September 2017 (AEST) and ends for purchases on 11:59pm on 31 October 2017 (AEDST) or while stocks last for each Claim Period (defined below).

The Promotional Period is subject to change at the Promoter's discretion and all changes will be notified on the Promoters website [www.kelloggs.com/freefitnesstracker](http://www.kelloggs.com/freefitnesstracker).

5. **Eligibility.** To be eligible to claim a Gift, individuals must purchase, any three (3) Participating Products (as outlined below in clause 6) in a supermarket in Australia (**excluding ALDI or Costco**) that stocks the Participating Products, during the Promotional Period (**Qualifying Purchase**). For the avoidance of doubt, the purchase of three (3) Participating Products does not have to be in the same transaction.

The total Number of Gifts available in the Promotional Period is 29,770. The Gift offer is limited to the first valid claims submitted during each of the following specified periods of the Promotional Period (each period being a "Claim Period") as follows:

Period	Date	Number of Gifts Available
1	1/9/17 – 10/9/17	6000
2	11/9/17 – 17/9/17	5000
3	18/9/17 – 24/9/17	3000
4	25/9/17 – 1/10/17	3000
5	2/10/17 – 8/10/17	3000
6	9/10/17 – 15/10/17	3000
7	16/10/17 – 22/10/17	3770
8	23/10/17 – 31/10/17	3000
	Total	29770

For the avoidance of doubt, if the Number of Gifts available for the period in which you are making a claim has already been exhausted, you are eligible to try and claim the Gift in the following Claim Period(s) until the end of the Promotion Period. If the Number of Gifts available in a particular claim period is not exhausted, those Gifts will be included in the following Claim Period by adding them to the Number of Gifts available.

6. **Participating Products.** Participating Products are any Kellogg’s Special K or Nutri-Grain cereal or snack products, including the following SKUs:

<b>Special K Cereal – Australia</b>
Special K Original 300g
Special K Original 535g
Special K Fruit & Nut Medley 430g
Special K Multigrain Oats & Honey 475g
Special K Advantage 315g
Special K Forest Berries 380g
Special K Gluten Free 330g
Special K Gluten Free Fruit and Nut 330g
Special K Nourish Cashew, Macadamia and Coconut 390g
Special K Nourish Blackcurrant, Apple & Pepita 380g
Special K Nourish Wildberry Raisin & Pepita 400g
<b>Special K Snacks – Australia</b>
Special K Biscuit Moments Strawberry 6x5x25g
Special K Biscuit Moments Chocolate 6x5x25g
Special K Biscuit Moments Caramel 6x5x25g
Special K Chocolate Bar Caramel 12x6x21.5g
Special K Protein Bliss Bites Almond, Cocoa & Cashew 10x3x27g
Special K Protein Bliss Bites Salted Caramel 10x3x27g
Special K Protein Bliss Bites Coconut, Cranberry & Cocoa 10x3x27g
<b>Nutri-Grain Cereal – Australia</b>
Nutri-Grain Original 290g
Nutri-Grain Original 500g
Nutri-Grain Original 805g

<b>Nutri-Grain Snacks – Australia</b>
Nutri-Grain Original 6x6x24 SRP pk
Nutri-Grain Original 10 packforfuel 6x10x24g SRP pk

7. **How to claim.** To claim, individuals must visit [www.kelloggs.com/freefitnesstracker](http://www.kelloggs.com/freefitnesstracker) and undertake the following steps during the Promotional Period:

- (a) Follow the prompts to the claim page;
- (b) Upload a photo/scanned copy of their purchase receipt/s, clearly showing the Qualifying Purchases (i.e. the Participating Products purchased) for verification; and
- (c) Complete and submit the online claim form.

The Number of Gifts available in the Promotional Period and in each Claim Period are set out in condition 5. For the avoidance of doubt, if the Number of Gifts available for the period in which you are making a claim has already been exhausted, you are eligible to try and claim the Gift in the following Claim Period(s) until the end of the Promotion Period. If the Number of Gifts available in a particular claim period is not exhausted, those Gifts will be included in the following Claim Period by adding them to the Number of Gifts available.

8. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or indecipherable claims will be deemed invalid.
10. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Purchase (i.e. per three (3) Participating Products purchased); (b) claims for Qualifying Purchases made must be submitted separately and in accordance with claim requirements; and (c) a maximum of three (3) claims is permitted per household.
11. Claimants must retain their purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a gift. Purchase receipt(s) must clearly specify the Participating Products purchased, supermarket of purchase and that the Qualifying Purchase was made during the Promotional Period but prior to claim.

12. The Promoter's decision is final and no correspondence will be entered into.
13. **Gift. There are 29,770 Kellogg's Fitness Trackers to be claimed, each with an RRP of AUD \$25.00.** Gifts are not transferable or exchangeable and cannot be taken as cash.
14. **The Gift is limited to the first 29,770 valid claims submitted during the Promotional Period and allocated according to the details specified under condition 5 for each Claim Period.**
15. **Delivery of Gift.** Once a claim is validated, the Gift will be forwarded to the individual named in the submitted claim form, at the nominated address, within approximately twelve (12) weeks from the end of the Claim Period. Kellogg and its employees, agencies and representatives associated with this Promotion are not responsible for any lost, stolen, misdirected or damaged shipments.

#### **Further Terms and Conditions**

16. The Promoter reserves the right to amend these Terms if this promotion cannot be run as originally planned. The Promoter may also cancel or suspend this promotion if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion. The Promoter will disqualify any individual who has tampered with the entry or claim process or any other aspect of this promotion.
17. The Promoter, its employees, agencies and representatives associated with this Promotion will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer or line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur which is connected with their entry or as a consequence of late, lost or misdirected mail or email.
18. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
19. It is a condition of accepting the Gift that the claimant must comply with all the conditions of use of the Gift and Gift supplier's requirements. The Gift must be taken and used as stated and no compensation will be payable if an individual is unable to use the Gift as stated.
20. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and delivery. The Promoter cannot guarantee that a Gift returned to the Promoter due to non-delivery at the provided address will be re-sent to the Claimant. If the address provided is incomplete or incomprehensible the claim will be deemed invalid.

21. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.

### **Privacy Collection Statement**

22. The Promoter and its related entities collect claimants' personal information for the purpose of conducting and promoting this promotion. The Promoter may disclose personal information collected to an agent who is engaged to conduct prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy located at [http://www.kelloggs.com.au/en\\_AU/privacy-policy.html](http://www.kelloggs.com.au/en_AU/privacy-policy.html). You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Kellogg (Aust.) Pty Ltd of 41-51 Wentworth Avenue, Pagewood NSW 2035 or by calling 1800 000 474.

### **Copyright, Statutory guarantees, Waiver and liability**

23. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. Nothing in these Terms limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees).
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its its employees, agencies and representatives associated with this Promotion) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, claim or Gift that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Gift value to that stated in these Terms; or (e) use of Gift.
26. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.