

# Pop-Tarts® “Flip It, Catch It, Eat It” Competition (“Competition”)

## Terms & Conditions

### 1. General

1.1 The promoter responsible for the publication and adjudication of this Competition and the provision of the prizes is Kellogg (Aust.) Pty. Ltd. (ABN 30 004 110 105) of 41-51 Wentworth Ave, Pagewood NSW 2035 (the “Promoter”).

1.2 Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions.

1.3. Entry is only open to Australian residents aged 18 years and over who reside in Australia at the date of participation (each an “Entrant”). Employees (and their immediate families) of the Promoter and agencies associated with this Competition are ineligible to enter. 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 1st cousin.

1.4 By entering this Competition, Entrants will be deemed to be bound by and agree to these Terms and Conditions.

1.5 Any questions regarding the Competition are to be directed to the Promoter.

1.6 Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with the competition instructions as seen on paid partnership advocate social media pages.

Paid Partnerships include:

Johnny Tuivasa - [\[Instagram\]](#)

Nathan Lust - [\[TikTok\]](#)

Kieran Brodrik - [\[TikTok\]](#)

1.7 Competition commences at 9:00 am Australian Eastern Daylight Time (“AEST”) Saturday 1<sup>st</sup> July 2023 and concludes at 5:00 pm AEST Tuesday 15<sup>th</sup> September 2023 (“Promotional Period”).

### 2. To Enter

2.1. Individuals can enter the Competition during the Promotional Period by filming and uploading a video of themselves doing the ‘Flip It, Catch It, Eat It’ Pop-Tarts® Flip Challenge (see point 2.2 for competition description and rules) on their personal Instagram or TikTok account using the hashtag #PopTartsFlipChallenge (each, an “Entry”) to win ‘A 1 Year’s Supply of Pop-Tarts® to share with you and your mates’. Entrants must set their Instagram or TikTok profiles to public in order to enter the Competition. Entry may not contain, as determined by the Promoter, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;

- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media) others, without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead others, without permission;
- communicates messages or images inconsistent with the positive images and/or goodwill to which we wish to associate; and/or
- violates any law, rule or regulation under national or state acts.

2.2 The 'Flip It, Catch It, Eat It' Pop-Tarts® Flip Challenge consists of three basic (3) steps.

Step 1. Open a packet of Pop-Tarts

Step 2. Place ONE (untoasted) Pop-Tart on the edge of a table/surface

Step 3. Flip up, catch and consume.

Entrants can modify Step 2 in any way they would like, providing it does not violate clause 2.1 to make their entry creative and unique.

2.3 All Pop-Tarts® used in the challenge must not be toasted. Any videos submitted for the challenge with a toasted Pop-Tart will be deemed an ineligible submission.

2.4 To ensure the authenticity of all video submissions, Pop-Tarts® must be clearly identifiable as being an authentic product. Entrants may include a visible Pop-Tarts® packet or box in the frame of their videos to confirm authenticity of the product. Videos where the product being flipped cannot be clearly identified as an authentic Pop-Tart will be deemed an ineligible submission.

2.5 Any data usage in accessing Instagram and TikTok through a suitable mobile phone is at the cost to the individual.

2.6 All entries must be received by 11.59 pm midnight AEST Tuesday 15<sup>th</sup> September 2023.

2.7 The purchase of Pop-Tarts® is a condition of the competition entry.

2.8 Purchases of Pop-Tarts® to enter the competition is at the cost to the individual and will not be subsidised or paid for by Kellogg or any promoters or agencies of the competition.

### 3. The Entry Restrictions

3.1 Each Entry must be the original and sole creation of the submitting Entrant and depicting the Entrant, and all rights, title and interest, including but not limited to copyright, must be owned solely by the Entrant.

3.2 Incomplete, indecipherable or illegible entries will be invalid.

3.3 Entry Limit: Entrants are permitted to enter the competition an unlimited number of times. There is no restriction on the number of unique video entries allowed.

3.4 Restriction to Entry: Each entry must only demonstrate one (1) 'flip it, catch it and consume it' attempt per video. Entrants cannot attempt the challenge multiple times within one (1) video. If the entrant wants to attempt the challenge again, they must submit a separate video.

3.5 By entering, each Entrant grants licence in perpetuity to the Promoter for the use and adoption of his/her Entry royalty-free, worldwide, on all mediums, and his/her name, to be posted on the Internet or any website in connection with this Competition, and the advertising, promotion, and publicity of the Competition, and otherwise, as stated in these Terms (is solely determined by the Promoter); and each Entrant warrants and represents that he/she has all right and authority to grant such permission

3.6 Each entrant warrants to the Promoter that each Entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their Entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

3.7 Entrant's Entry represents solely the views and opinions of the individual Entrant and does not reflect the views and opinions of the Promoter in any manner. The Promoter acts as a passive conduit for the posting and publication of Entries and, to the extent permitted by law, has no obligation to and expressly disclaims any and all liability in conjunction with screening, monitoring or reviewing the content of the Entries.

3.8 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, and place of residence) and to disqualify any entrant who submits an Entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.

#### 4. Winner Determination and Notification

4.1 This Competition is a game of skill, and chance plays no part in the selection of the winner. Each eligible entry will be individually judged by the Promoter based on providing a creative entry.

4.2 All judging will be conducted by the Promoter. Judging will take place after the close of the Promotional Period at the office of the Promoter.

4.3 The one (1) most creative and engaging entry will be deemed the winner. The Promoter's decision of the winner selected is final, and no correspondence will be entered into.

4.4 There will be one (1) winner (total).

4.5 As part of judging, the Promoter will select an additional two (2) alternate potential winners based on the next two (2) highest judged scores in the event that an initial winner determined is disqualified, is unable to satisfy the Competition Terms and Conditions, forfeits or does not claim a Prize. If the prize remains unclaimed by 11:59 pm AEST 18<sup>th</sup> September 2023, the Promoter may award the prize to an alternate winner. Once the winner is confirmed, they will be contacted directly on or about 5:00pm AEST on the 17<sup>th</sup> September, 2023.

#### 5. Prize Winner

5.1 The Competition includes one (1) prize winner.

5.2 The one (1) winner will receive a one (1) year supply of Pop-Tarts, valued at AUD \$182 RRP. A year's supply of Pop-Tarts® equals to two (2) cartons. Each carton contains twelve (12) boxes of Pop-Tarts. The winner will receive in total, twenty-six (26) boxes of Pop-Tarts. The maximum value of each prize package is AUD \$182 RRP.

The prize will be sent by mail to the winner's address at no cost to the recipient. The prize is not transferable or exchangeable and cannot be taken as cash. The prize will be sent in one delivery.

5.3 The total prize pool for the Competition is AUD \$182 RRP.

5.4 The prize will be confirmed with the winner within 72 hours of the competition closing date and time. See point 4.5 for event details.

5.5 Prize fulfilment date and times are subject to change without notification.

5.7 The winner will be notified by Instagram or TikTok private message. Prize confirmation and claim instructions will be sent to the potential winner. The Potential winner is required to reply within 24 hours of receiving a message from an official Kellogg's social media account or a sponsored / paid partnership advocate with their full name, date of birth and email address in the message so that the Promoter may arrange for them to claim their prize.

5.8 After being contacted by the Promoter, the winners must confirm their acceptance of the Prize.

5.9 If, for any reason, the Prize winner does not confirm their acceptance of the Prize within 24 hours of being contacted by the Promoter, the entrant will be deemed to have forfeited the Prize, and no replacement prize or other compensation will be due or payable to that individual.

5.10 If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification.

5.11 Acceptance of any prize shall constitute and signify the winner's agreement and consent that Promoter and its designees may use the winner's name, city, state, likeness, Entry and/or prize information in connection with the Competition for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

## 6. General

6.1 Subject to applicable law, the Promoter reserves the right to withdraw or amend the Competition as necessary due to circumstances outside its control.

6.2 To the maximum extent permitted by law, each entrant and all other persons release the Promoter from any claim loss, damage, expense, cost, or charge related to any withdrawal of, or amendments to, the Competition.

6.3 If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.

6.4 Any cost associated with accessing the promotional pages is the entrant's responsibility and is dependent on the Internet service provider used.

6.5 Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify any applicable statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under any applicable consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees, and agents) 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 the Competition.

6.6 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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, unauthorized access or third party interference; (c) any Entry or Prize claim 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of a Prize.

6.7 The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and Prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoter will otherwise handle Entrants' personal information in accordance with the applicable privacy laws and with its Privacy Policy, a copy of which can be found at [https://www.kelloggs.com.au/en\\_AU/privacy-policy.html](https://www.kelloggs.com.au/en_AU/privacy-policy.html). Entrants should direct any request to access, update, or correct information to the Promoter. All entries become the property of the Promoter.

6.8 The laws of New South Wales, Australia, apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

6.9 The Promoter accepts no responsibility for entries that are lost, damaged, corrupted, delayed, illegal or which are unable to be submitted due to software or hardware failure or for any other reason beyond its control, including unavailability of the websites.

6.10 This promotion is not sponsored, endorsed, or administered by, or associated with Meta Platforms or TikTok Inc. entrant releases Meta Platforms or TikTok Inc from all liability in relation to the promotion.