

## Terms & Conditions

### ABOUT THE CAMPAIGN

1. The Scan to Stadium Contest (“**Campaign**”) the Customers can voluntarily participate in the Campaign by purchasing Pringles MATCH-READY (“**Promotional Product**”) worth INR 360/- i.e. select SKU of Pringles. Premier Sales Promotions Pvt Ltd (“**Bigcity**”) shall be the entity responsible for the Campaign which is conducted on behalf of Kellogg India Private Limited (“Kellanova”).
2. Consumers participating or seeking to participate in the Campaign shall individually be referred to as “(**Participant/ Customer**)” and collectively as “(**Participants/ Customers**)”.
3. By participating in this Campaign, each Participant is deemed to have accepted the complete terms and conditions of this Campaign available on [www.india.pringles.com](http://www.india.pringles.com) as well as the decisions of Bigcity and/or Kellanova shall be final and binding in all matters related to the Campaign. Successfully entering the Campaign and winning a prize/prize(s) is subject to all requirements set forth herein.
4. The Campaign shall be live from 00:00 hours on 1<sup>st</sup> April 2024 and shall close on 27<sup>th</sup> September 2024 at 23:59 hours (“**Campaign Period**”). A day for the requirement of the Campaign Period is 00:00 hours to 23:59 hours of a particular day. Bigcity and/or Kellanova may modify or extend the Campaign duration at its sole discretion.
5. To participate in the Campaign, the Participants can scan the QR code printed on the voucher which is available inside the Promotional Product and then follow the instructions therein. The Voucher has an assured cashback of Rs.150/- (“**Cashback**”) and the Participant’s also stands a chance to win a Flip Phone worth Rs. 1 Lakh (“**Grand Prize**”) subject to this TnC and if redeemed within the Campaign Period. Actual prize of the Grand Prize may vary marginally depending on the availability of the Flip Phone..
6. The Campaign is subject to all applicable central, state and local laws and regulations.

### ELIGIBILITY

1. The Campaign is open only for Indian citizens who are currently residing in India and above 18 years of age. Participation in this Campaign is purely voluntary.
2. In addition to the other eligibility criteria contained herein, the Participants should have a government approved photo ID proof, namely, passport, voter card, driver’s license, or Aadhaar card and PAN Card that is valid during the Campaign Period, a copy of which will have to be submitted at the request of the BigCity, the agency partner, without which the Participant will be disqualified from the Campaign.
3. The following persons are not eligible to participate in the Campaign: employees, contractors, directors and officers of Kellanova, its subsidiaries and affiliated companies, distributors, web design, advertising, fulfilment, judging and promotion vendors involved in the administration, development, fulfilment and execution of this Campaign (collectively, “**Promotion Parties**”) and the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step”) of such persons.

## General Terms & Conditions

- i. Only one voucher/unique code per booking will be entertained, multiple vouchers cannot be booked together. A maximum of 01 (one) voucher/unique code can be used per mobile number per week up to a maximum of 03 (three) vouchers/unique codes during the promotion period.
- ii. Any costs associated with entering the Campaign, including accessing the Campaign website, are the responsibility of the Participant. Also, regular calls and message rates will apply as per the Customer telecom operator in their respective circles.
- iii. "How to Use/Redeem" instructions form a part of these Terms & Conditions.
- iv. PREMIER SALES PROMOTIONS PVT LTD is acting as an executing agency for this promotional offer and holds no legal and financial liability on unclaimed offers, incentives, vouchers, etc beyond the applicable period of the promotional offer.
- v. Under this Campaign, the vouchers/unique codes are being offered directly by BigCity. Kellanova is not responsible either directly or indirectly with respect to any matter pertaining to this voucher/unique code and the prize offered with this voucher/unique code.
- vi. BigCity and Kellanova, shall not be liable in any manner for any cost or expense incurred for the purpose of redemption of the voucher/unique code by the Customer.
- vii. If this Campaign 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 either BigCity or Kellanova, including but not limited to technical difficulties, unauthorized intervention or fraud, Kellanova reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to invalidate any customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Campaign, as appropriate.
- viii. BigCity and/or Kellanova is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
- ix. Any attempt to deliberately damage the promotional website ([www.india.pringles.com](http://www.india.pringles.com)) or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, Kellanova reserves the right to seek damages to the fullest extent permitted by law. If the Kellanova suffers loss or incurs any costs in connection with any breach of these Terms or any other legal obligation by an entrant/Customer, the entrant/ Customer agrees to indemnify Kellanova for those losses, damages, and costs.
- x. This voucher/unique code has no monetary value, is non-transferable, cannot be encashed and cannot be used in conjunction with any other promotional offer.
- xi. BigCity or Kellanova will have no legal and financial liability on unclaimed offers, incentives, vouchers/unique codes, etc beyond the applicable period of the promotional offer.
- xii. BigCity or Kellanova, its clients, agents, and distributors accepts no responsibility, financial or otherwise for the misuse of vouchers/unique codes and are not liable for any personal loss or injury and cannot be held responsible for any disagreement concerning quality/availability of featured offers.

- xiii. Kellanova does not endorse the quality of any of the products or services being offered by BigCity. Any complaints or queries pertaining to the same would have to be taken up directly with the BigCity marketing of such a product or service.
- xiv. Premier Sales Promotions Pvt Ltd and/or Kellanova, its clients, agents, and distributors cannot replace any lost, stolen or damaged vouchers/unique codes and reserve the right to withdraw or amend any details and/or prizes without notice.
- xv. These Terms & Conditions are subject to Indian Law and the exclusive jurisdiction of the Courts in Mumbai.
- xvi. By voluntarily participating in this Campaign the Customer agrees to these terms and conditions, and agrees to share the personal information for the purposes of this Offer. All information provided by the participants in relation to this Offer will be used by Kellogg and/or Bigcity and its authorized service providers to administer the Offer and shall be retained for such period as to administer the Offer and Grand Offer. The Customer also agrees to opt-in and receive communication from Kellanova regarding valuable updates, offers, and promotions regarding its brands.
- xvii. Any queries or concerns regarding the redemption of the assured cashback and queries with respect to the Grand Prize to be addressed to Bigcity directly as under:
  - PREMIER SALES PROMOTIONS PVT LTD,
  - Mitra Towers, Kasturba Road,
  - Bangalore 560001, India.
  - E-mail: [feedback@bigcity.in](mailto:feedback@bigcity.in)
  - Contact no: 08040554878Customer Service Working Hours: Monday to Friday 10:30am to 5.30pm, excluding public holiday

#### **Redemption of Cashback Offer:**

#### **Steps to Participate:**

1. Participant receives the physical Voucher in the form of a card inside the Pringles Match ready Promotional Product. Any Customer purchasing a Promotional Product shall be eligible to receive a Unique Code printed on the physical voucher. Subject to the terms and conditions of the Offer, the customer can redeem the cashback of an amount of Rs 150/- through the voucher.
2. Scratch the assured Voucher to get a unique code.
3. Scan the QR code printed on the voucher or visit [www.india.pringles.com](http://www.india.pringles.com)
4. Participants are required to register themselves by providing their name, email address, mobile number to receive the OTP and submit. Select Unique Code option and register the Unique code. Choose preferred cashback mode (UPI/NEFT) and enter the required details of the payment mode.
5. On completion of the registration, the participants will receive the cashback in the preferred mode of payment in 24-48 business hours. The assured cashback offer can only be redeemed during the Campaign Period i.e. 00:00 hours on 1st April 2024 and shall close on 27th September 2024 at 23:59 hours and no claim post the Campaign period shall be entertained.

#### **Terms and Conditions for Cashback offer:**

1. This Offer entitles the Customer to receive the cashback on their UPI or NEFT. The Customer will be responsible for their choice of the cashback transfer method.
2. By redeeming the Offer provided on the same, a Customer agrees to be bound by the terms and conditions below (“**Conditions**”).
3. If the Customer is not a wallet partner registered customer, the Customer will be required to register on the wallet partner website or Mobile App to receive the wallet cashback.

4. The Customer will be responsible for entering details such as UPI ID and other information required for redemption of the Cashback. BigCity and/or Kellanova shall not be responsible for any incorrect entries or details furnished in relation to this Offer. No changes in details will be entertained once the Customer has furnished the Customer details.
5. BigCity and/or Kellanova, will not be responsible for cashback failures due to any failure at the payment gateway or payment processing partner end.
6. The Payment Processing / Wallet Partner holds the right to refuse transactions deemed fraudulent as per their policies.
7. In no event shall Kellanova be held liable for any issues relating to the redemption of the voucher/unique code including redemption requests not being honoured by the wallet partner/payment processing partner.
8. In no event shall the maximum liability of BigCity or Kellanova, to the customer exceed the value of the voucher.
9. Any disputes or differences in connection with the offer shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai.
10. Entry to the Offer is void in States which prohibits or does not allow such Offer and Grand Prize.
11. The payment processing/wallet partner reserves the right to restrict cashback for any account with suspicious behaviour or invalid details/credentials. The wallet partner has the right to ask for documents to prove the customer/user's identity.
12. This offer is subject to promotional availability and government regulations in every State of India.
13. The usage of this Voucher is incumbent upon the terms & conditions to be followed by the Participant.

#### **Steps to Participate – To stand a chance to win Flip Phone**

1. Scan the QR code printed on the voucher or visit [www.india.pringles.com](http://www.india.pringles.com)
2. Participants are required to register themselves by providing their name, email address, mobile number to receive the OTP and submit.
3. Post successful authentication of the mobile number, participants are required to Select 'Scan to Stadium' option, which will ask them permission for the use of their Instagram camera. The Participants have to take a picture of themselves alone or in a group while using one of the two 'Scan to Stadium' filter options available. The participant who has uploaded the picture on his profile and shared it with us will be solely considered eligible for the Campaign.
4. The Participants after clicking a picture with the filter, have to return to the registration website and click on 'Upload Picture' option available on the page. In case you don't see this option please re-register yourself and click on 'Scan to Stadium' followed by 'Upload Image' option on the next page.
5. The entries from the eligible Participants will be evaluated based on their creativity in the picture by Kellanova and/or BigCity and its partner digital agency and one lucky winner shall stand a chance to win the Flip Phone through randomized selection process.
6. The Participant who is the Winner shall be intimated via call on or before 20<sup>th</sup> October 2024.

#### **Terms and conditions to participate for the Grand Prize:**

1. A Participant can participate in the entire Campaign a maximum of 3 times, 1 per week per mobile number. However, there will be only one Winner from every household. If there is more than one person in the picture that is selected as one of the winning entries, then only the person from whose number the entry was submitted will be considered for the evaluations for Grand Prize.
2. Entries which are not as per the Campaign specification i.e. do not use one of the available 'Scan to Stadium' promo filters on Instagram will not be considered a valid entry.
3. Entries must *inter alia* comply with the following guidelines:
  - a) All Entries submitted must comply with these Terms & Conditions and terms of use of Instagram;

- b) Cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
  - c) Cannot promote alcohol, illegal drugs, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
  - d) Cannot be obscene or offensive, endorse any form of hate or hate group;
  - e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities;
  - f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about Kellanova, its customers or its products, or other people, products or companies;
  - g) Cannot contain trademarks, logos or trade dress owned by others (except Kellanova trademarks, logos or trade dress of Pringles), or advertise or promote any brand or product of any kind (except Kellanova's products marketed under the brand Pringles), without permission, or contain any personal identification, such as license plate numbers, personal names, e- mail addresses or street addresses;
  - h) Must be original and cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by Kellanova) without permission and cannot be plagiarized from any source;
  - i) Cannot contain background artwork, unless it is an original work of the Participant;
  - j) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which KELLANOVA wishes to associate;
  - k) Cannot depict, and cannot itself, be in violation of any law.
  - l) Participants making statements which are contrary to existing law, bye-laws, public policy or established good practices shall be disqualified from further participating in the Campaign
4. By submitting an Entry the Participant warrants and represents that it: (a) is the Participant's original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyright, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that the Participant has obtained permission from any other person whose name, likeness or image is used in the photo and (f) and that publication of the entry via various media including Web posting, will not infringe any third party rights.
  5. The Participant will indemnify and hold harmless KELLANOVA and the BigCity from any claims to the contrary.
  6. By entering, the Participant acknowledges that it gives KELLANOVA the rights to use the picture on any social media platform including but not limited to a promotional website and/or shared with KELLANOVA through a promotional website for promotional purposes.
  7. KELLANOVA has no obligation to use or post any Entry submitted by the Participant.

## SELECTION OF WINNERS

- Selection of Winners:** From all valid Participants during the Campaign Period who have,
1. Uploaded their picture on the Scan to Stadium promotional website using the Scan to Stadium filter, the Winners will be selected from the above pool of eligible Participants, based on creativity of the photo as judged by KELLANOVA and its partner agency BigCity.
  2. The Winners will be intimated via call on or before 20<sup>th</sup> October 2024.
  3. Winner will be contacted by the agency appointed by KELLANOVA for verification.
  4. The Winners shall be asked to send their photos to KELLANOVA, as per the request by KELLANOVA.
  5. Entries received after the end of the Campaign Period will not be considered.

6. Prizes cannot be transferred, exchanged or redeemed for cash or kind. In the event a Winner does not accept the Prize in the time and manner stipulated, then the Prizes will be deemed to be forfeited. Prizes must be taken as offered and cannot be varied. Any unused Prizes are non-transferable, non-refundable and non-redeemable for other goods or services and cannot be exchanged for cash or kind.
7. The image of the Prizes depicted on the ads/posters/TVC's etc. are indicative only and the actual Prizes/ look of the Prizes may vary from the pictures.

## **CONTACTING WINNERS**

1. Details of the Winners will be sought through phone calls and an attempt will be made to reach out to the shortlisted Winners.
2. Winners will be required to share their details as requested by the BigCity via an email and phone call.
3. In the event a shortlisted Winner's number is unreachable, two (2) more attempts will be made to reach the Winner on that day and/or the next day. If even on the third attempt, the Winner does not revert, or is unreachable, the Winner's participation in the Campaign comes to an end and the Winner's entry stands cancelled and the Winner becomes ineligible to receive the Prize and the Prize shall be provided to the Participant with the next valid and correct entry.
4. If a shortlisted Winner rejects the Prize, does not revert with details, or is unreachable then such Winner will no longer be able to avail the Prize.
5. KELLANOVA reserves the sole and absolute right to terminate, modify or extend this Campaign, at its absolute discretion without notice and without any liability, without assigning any reason whatsoever.
6. In the event there is no response or incorrect details received from the shortlisted Winners, KELLANOVA shall not be held responsible for the non-delivery of Prizes.
7. KELLANOVA reserves the right to withhold Prizes in the event of submission of false, incorrect, misleading or fraudulent information and/or in the event of fraudulent practices like website or mobile system hacking, etc.
8. The Grand Prize will be given to the Winners post completion of such audit and verification process as deemed fit by KELLANOVA.
9. By sharing your personal information with KELLANOVA, the Participants consent to collection, storing, processing and use of personal information i.e. name, address, mobile phone number by KELLANOVA, its affiliates, associates, agents, contractors and other third parties.
10. Personal Information of the Participants shall be used to deliver Prizes and for promotional activities by KELLANOVA, its affiliates, associates, agents, contractors. Prizes will be delivered basis the personal information shared by the Winners.
11. By availing the Prizes and/or taking part in the Campaign, all Participants agree that KELLANOVA shall be at liberty to use Participant's name and/or photo and/or video that may appear in any advertisements / promotions/media coverage or publicity in order to reveal the details of the Campaign and the winner of Campaign in any form which exists today or will be known anytime in the future, without any consideration to the Participant and/or the Winners. No fees or other sums shall to be paid to the Participants or Winners on account of taking part in the aforementioned advertisements / promotions.
12. KELLANOVA and/or BigCity shall not be liable for any loss due to delay or destruction or damage of or inability to provide the Grand Prizes due to Act of God, Governmental actions, riots, loss/damage/delay due to courier services and other force majeure circumstances and shall not be liable to pay any amount as compensation, or damages, for any such loss, delay or damage.
13. KELLANOVA and/or BigCity, its officers, directors, employees, agents, successors, or assigns are not liable and do not have obligation with respect to (i) notifications, communications or materials sent by a Participant that are lost, late, misdirected, garbled, inaccurate, incomplete, illegible, unintelligible, damaged or otherwise not received by KELLANOVA, in whole or in part, due to computer, post office or technical error of any kind, (ii) telephone, electronic, hardware,

software, network, Internet or computer malfunctions, failures or difficulties, (iii) power-related or weather-related events of any kind, and/or to any event not under KELLANOVA direct control, (iv) entries or other communications from customers that contain inaccurate information or do not comply with these rules, (v) errors, omissions, interruptions, deletions, defects, delays in operation or transmissions, theft, destruction, unauthorized access or alterations by Participants or third parties, (vi) If the Participant has registered himself to the DND of the telecom provider/ the Participant has registered with National Do Not Call Registry/ Participant has specifically requested for not receiving messages for the specific campaign (vii) any damages or losses of any kind resulting from acceptance, possession or use of any Prize. KELLANOVA, in their sole discretion, reserve the right to disqualify any person tampering with the entry process or the operation of the Campaign or otherwise violating these rules. KELLANOVA further reserves the right to cancel, terminate or modify this Campaign if this Campaign cannot be completed as planned because of infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

14. No liability or responsibility is assumed by KELLANOVA and/or by BigCity resulting from Participant's participation in or attempt to participate in the Campaign or ability or inability to upload or download any information in connection with the Campaign. No responsibility or liability is assumed by KELLANOVA for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Campaign: Hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic or Internet connectivity or other online or network communication problems; errors or limitations of any Internet providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention of the operation of the Campaign, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Campaign, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Campaign. KELLANOVA is not responsible for any typographical errors in the announcement of prizes or these Terms and Conditions, or any inaccurate or incorrect data contained on the website. KELLANOVA is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Campaign. All Entries become the sole property of KELLANOVA, and will not be acknowledged or returned.
15. The decision of KELLANOVA will be final and binding with regard to any dispute arising out of this activity.
16. No correspondence shall be entertained with regard to any aspect of the Campaign, except as specified.
17. By entering the Campaign, Participants on their own accord and on behalf of their participating family members indemnify Kellanova and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Campaign. The Participant understands that this Campaign is in no way sponsored or administered by Star or its affiliates.
18. Kellanova, or any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies shall not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications related malfunctions or failures; (c) any Campaign disruptions, injuries, losses or damages caused by events beyond the control of KELLANOVA; or (d) any printing or typographical errors in any materials associated with the Campaign (e) any misuse or theft of personal data or personal information collected by KELLANOVA for the purposes of the Campaign (f) any claims with respect to the gratification for the Campaign. KELLANOVA and Star reserve their right to remove any post or other material from the social media pages, in their sole discretion, to be off-topic, inappropriate or objectionable.
19. This Campaign is in no way sponsored, endorsed or administered by, or associated with any social media platform. Participants are voluntarily providing their information to KELLANOVA

and/or Bigcity. Each Participant is deemed to have released Kellanova from any claims and liabilities that may specifically arise in relation to their participation in this Campaign by accepting these terms and conditions.