

Sultana Bran Money Back Promotion Terms & Conditions ("Conditions of Claim")

Schedule	
Promotion:	Sultana Bran Money Back Promotion
Promoter:	Kellogg (Aust) Pty Ltd ABN 30 004 110 105, 41-51 Wentworth Avenue, Pagewood, NSW 2019, Australia.
Purchase Period:	Start date: 26/06/23 at 12:01 am AEST End date: 22/07/23 at 11:59 pm AEST
Claim Period:	Start date: 26/06/23 at 12:01 am AEST End date: 23/07/23 at 11:59 pm AEST
Eligible claimants:	Claims are only open to Australian residents who are 18 years and over.
How to Claim:	To be eligible to claim the Reward, the claimant must complete the following steps: <ol style="list-style-type: none"> a) purchase any Participating Product from any grocery retailer within Australia including their online stores (excluding Amazon, eBay and Catch) ("Participating Venues") during the Purchase Period; b) during the Claim Period, visit www.kelloggs.com.au/sultanabrantaste, follow the prompts to the Promotion entry page; either log-in to their Kellogg's account or register for a Kellogg's account (if they have not already done so) with their personal details (first name, last name, email address and phone number). Entrants will then be prompted to complete the claim form; c) follow the prompts to the claim form and fully complete and submit the claim form with the following: <ul style="list-style-type: none"> • the details of the Participating Product purchased (size, date of purchase, store where purchase was made and total cost); • select an answer from the dropdown list for the question 'Have you tried Sultana Bran before this recent purchase'; • select the tick box to answer the question 'Why did you choose to buy Sultana Bran?'; and • provide an answer to the following question in 20 words or more "Tell us why you did not love your Sultana Bran product?"; and d) upload a scanned copy or photo of the Qualifying Purchase Receipt for the qualifying transaction and submit.
Claim Fulfilment:	Upon submitting a claim form, individuals will receive a confirmation on screen to confirm that their claim has been received for validation. Once the claim is successfully validated, the individual will receive a Digital Prepaid Mastercard within ten (10) business days of validation, to the email address specified in the claim.
Reward Description	Each Digital Prepaid Mastercard will be loaded with the value of the original purchase price of the Participating Product as indicated on the claimant's receipt, up to a maximum of AUD\$11.00 (" Reward "). The purchase price is based on the purchase price inclusive of GST specified on the purchase receipt submitted with the claim form (subject to the maximum refund cap). If multiple Participating Products are purchased within a qualifying transaction, the Reward will only apply to the highest value Participating Product specified on the receipt for the transaction.
Qualifying Purchase Receipt	For clarity, in order for a claim to be validated, a Qualifying Purchase Receipt must only be used for one (1) claim and must clearly specify: <ul style="list-style-type: none"> • the Participating Product purchased; • the price of the Participating Product purchased; • that the purchase was made at a participating grocery retailer or specify if it was an online order; • the purchase date and time; • the full receipt number (located under the receipt barcode); and • that payment for the Participating Product has been received in full.

	<p>If the purchase receipt is missing any of the above information, or is illegible or indecipherable, it will render the claim invalid.</p> <p>The claimant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction.</p> <p>In the event that the claimant is unable to provide a clear scanned copy/photo of the Qualifying Purchase Receipt with their claim form submission, the Promoter may in its absolute discretion, deem the claim invalid and forfeit the claimant's right to any Reward. The Qualifying Purchase Receipt must clearly identify the grocery retailer of purchase as a Participating Venue, that the purchase requirement was met and that the purchase was made during the Purchase Period and prior to submitting a claim.</p>
Participating Products:	Kellogg's Sultana Bran (either 420g or 700g)
Claims permitted:	Multiple claims are not permitted. Only one (1) claim is permitted per person during the Claim Period. Limit of one (1) claim permitted per qualifying transaction.
Offer Conditions:	<ul style="list-style-type: none"> • If a claimant provides incorrect email details on the claim form they may forfeit their right to the Reward. • Claimant must purchase during the specified Purchase Period and submit claim during the specified Claim Period (as outlined above) to be eligible for a Digital Prepaid Mastercard®. <p>The Digital Prepaid Mastercard is subject to Mastercard's conditions, including the following specific conditions which apply to the Digital Prepaid Mastercard:</p> <ul style="list-style-type: none"> • The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. • Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. • Redemption of the Digital Prepaid Mastercard Reward is subject to the issuer's (EML Payment Solutions Limited) terms and conditions, which can be found at https://thecardnetwork.com.au/pages/terms-conditions. • The Digital Prepaid Mastercard requires activation within 30 days from the date of issue and is valid for 60 days once activated. Further T&Cs (including on the Digital Prepaid Mastercard) apply. • Any ancillary costs associated with redeeming a Digital Prepaid Mastercard Reward are not included and will be borne by claimants. • Any unused balance of a Digital Prepaid Mastercard Reward will not be awarded as cash and will be forfeited if not used by the expiry date specified on the Digital Prepaid Mastercard.

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a Reward in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Purchase Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible purchases are only accepted during the Purchase Period, and valid and eligible claims will only be accepted during the Claim Period.
4. No part of a Reward is exchangeable, redeemable for any other Reward or transferable.
5. 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 claim. "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.

6. Claimants must keep their proof of purchase specified in the How to Claim section for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a Reward. Purchase receipt(s) must clearly specify: (a) the grocery retailer of purchase as an eligible grocery retailer; (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. If the Promoter invalidates a claim and forfeits the claimant's right to a Reward, the Promoter may require a Reward already awarded to be returned to the Promoter.
7. Each Reward will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, 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 and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. Errors and omissions may be accepted at the Promoter's sole 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.
8. Claimants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://www.kelloggs.com.au/en_AU/privacy-policy.html. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.
9. The Reward is subject to the terms and conditions of the third-party prize supplier and, to the full extent permitted by law, the provision of the Reward is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the Reward at the time it is issued to the claimant will prevail over these Terms and Conditions, to the extent of any inconsistency. To the full extent permitted by law, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Reward, any delay or failure relating to the Reward itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.
10. If for any reason a claimant does not redeem a Reward by the time stipulated by the third party Digital Prepaid Mastercard supplier, then the Reward will be forfeited.
11. If any Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward with a Reward of the equal value and/or specification.
12. Rewards, or any unused portion of a Reward, are not transferable or exchangeable and cannot be taken as cash.
13. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim 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).
14. 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 Reward.

15. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the Reward in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a Reward. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a Reward. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
16. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. 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 claimant. If the dispute cannot be resolved the Promoter's decision will be final.
17. 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 or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any Reward (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
18. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the Reward or acceptance of the Reward.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.