Full T&Cs Ireland

These Terms and Conditions ("**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 these Terms and Conditions and by participating all participants will be deemed to have accepted and be bound by them. Please retain a copy for your information.

The Promoter takes data protection seriously. By entering this promotion, you confirm that you have read the Privacy Policy and agree to these Terms and Conditions of the promotion. By submitting any information required as part of their participation into the campaign, participants agree to their information being held and processed in accordance with General Data Protection Regulations (GDPR) and the Data Protection Act 2018.

Promoter: Krispy Kreme Ireland, 6th Floor, 2 Grand Canal Square, Dublin 2; no entries /offer applications should be sent to this address.

Eligibility

- 1. The promotion is open to residents of Republic of Ireland only, excluding employees (and their immediate families) of Krispy Kreme Ireland, its affiliated companies, distributors, agencies, or anyone else professionally connected with the promotion.
- 2. Entrants must be 18 years or over.
- 3. Internet access and registration required.
- 4. Purchase of a promotional dozen pack or 3 pack and input of the unique code is necessary.
- 5. Entry is only valid via www.krispykreme.co.ie/promos
- 6. For each customer, only, the initial first entry will be applicable for the one month offer of Xbox Game Pass Ultimate. These Xbox Game Pass Ultimate offer codes will only be able to be used by new Xbox Game Pass members only maximum 1 / account see full conditions and details below.
- 7. No entries/applications from agents, third parties, organised groups, syndicates or aliases will be accepted. No incomplete, corrupted entries or multiple entries trying to use the same or incorrect codes will be accepted. Only genuine valid entries using the correct promotion codes will be considered. The entry must be made directly by the person entering the promotion. Each valid code can only be used once

8. Each entry to the promotion must have a new pack code as part of the entry requirements. Anyone trying to circumvent the rules stated in these Terms & Conditions by using alternative details will be disqualified from this promotion.

Promotional Period

- The main promotional period for a chance to instantly win a prize Xbox Series S console online and apply with the customer's first entry only for the promotional offer (New Xbox Game Pass members only) opens at 00:00 on 06.06.22 and closes at 23:59 on 03.07.22.
- 10. There will also be a late entry period which will run between 00.00 on 04.07.22 to 23.59 on 31.08. 22.
- 11. Any entries and applications submitted outside these promotional dates will not be included in the main online promotion or the promotional offer or the late draw

How to Enter

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- 12. For your chance of winning and to obtain a one month of Xbox Game Pass Ultimate offer with your first entry/application. These Xbox Game Pass Ultimate offer codes will only be able to be used by new Xbox Game Pass members only maximum 1 / account see full conditions and details below:
 - purchase a Krispy Kremes Xbox promotional dozen or 3 pack, while stocks last.
 - retain the promotional dozen or 3 pack box with the unique code on for entry / claiming the offer.
 - Scan the QR code on-pack or visit <u>www.krispykreme.co.uk/promos</u> and enter your Full name, Email (which is personal and accessible throughout the promotion) and the 12 digit unique code on the special promotional dozen box found on the front of the promotional packaging under the front flap plus select country and store.

Online Instant Win

13. On the entry has been completed via the promotional website all valid entrants with all the various information will see immediately if, during the Promotional period, they are an online winner of an instant prize of one of the Xbox Series S consoles. If entrants are a winner they will receive a confirmation email which they need to keep and action the communication requested in the correspondence.

- 14. Only valid entry information will be accepted, and the Promoter reserves the right to disqualify and reject any inappropriate entries. All entry information is subject to verification and interrogation. Entry information may not be sold or exchanged.
- 15. In the event of suspicious activity, the Promoter reserves the right to request proof of purchase, gather information or obtain further evidence to confirm the legitimacy of the entry / win.

Initial Xbox Game Pass Ultimate offer

16. For all customers initial entry only, once checked and verified, the Promoter will send a confirmation email to the claimant detailing the requirements for the Xbox Game Pass Ultimate one month claim offer. These Xbox Game Pass Ultimate offer codes will only be able to be used by new Xbox Game Pass members only – maximum 1 / account – see full conditions and details below

Promotional packaging

- 17. Promotional codes can be found on the following promotional packs, subject to location, stock and availability. (Especially in some outlets where there could be limited supply).
 - Retail Krispy Kreme stores and via click and collect: Choose Your Own Dozen Xbox promotional pack and Sharer Dozen
 - Grocery and services Krispy Kreme cabinets: Sharer Dozen Xbox promotional pack, and 3 pack
 - Delivery via Just Eat, Deliveroo and Uber Eats: Choose Your Own Dozen Xbox promotional pack or Sharer Dozen Xbox promotional pack (location dependant)

PRIZE & REWARD DETAILS

The Prize

- 18. Xbox Series S console
- 10 prizes available for ROI (no more than 3 prizes available in each weeks prize fund)

Next-gen performance in the smallest Xbox ever. The next generation of gaming brings our largest digital launch library yet to our smallest Xbox ever. With more dynamic worlds, faster load times,

and the addition of Xbox Game Pass (sold separately), the all-digital Xbox Series S is the best value in gaming.

REDEFINE SPEED

The Xbox Velocity Architecture, powered by a custom SSD, works together with the innovative system on a chip (SOC) technology to provide gameplay up to 120FPS on our smallest console ever.

GO, GO, GO

Faster load times. Sip quick. Games load significantly faster with the custom SSD in the Xbox Series S.

Change the game. With Quick Resume, you can seamlessly switch between multiple different titles and resume instantly from where you left off.

New generation console. New generation games.

Embark on new adventures the way they're meant to be experienced on the Xbox Series S.

TECH SPECS

PROCESSOR

CPU. 8X Cores @ 3.6 GHz (3.4 GHz w/SMT) Custom Zen 2 CPU

GPU. 4 TFLOPS, 20 CUs @1.565 GHz Custom RDNA 2 GPU

SOC Die Size. 197.05 mm2

MEMORY & STORAGE

Memory. 10GB GDDR6 128 bit-wide bus

Memory Bandwidth. 8GB @ 224 GB/s, 2GB @ 56 GB/s.

Internal Storage. 512GB Custom NVME SSD

I/O Throughput. 2.4 GB/s (Raw), 4.8 GB/s (Compressed, with custom hardware decompression block)

Expandable Storage. Support for 1TB Seagate Expansion Card for Xbox Series X|S matches internal storage exactly (sold separately). Support for USB 3.1 external HDD (sold separately).

VIDEO CAPABILITIES Gaming Resolution. 1440p Performance Target. Up to 120 FPS HDMI Features. Auto Low Latency Mode. HDMI Variable Refresh Rate. AMD FreeSync.

SOUND CAPABILITIES L-PCM, up to 7.1 Dolby Digital 5.1 DTS 5.1 **Dolby TrueHD with Atmos PORTS & CONNECTIVITY** HDMI. 1x HDMI 2.1 port USB. 3x USB 3.1 Gen 1 ports Wireless. 802.11ac dual band Ethernet. 802.3 10/100/1000 Accessories radio. Dedicated dual band Xbox Wireless radio

19. Prizes are strictly non-transferable and must not be sold, auctioned nor advertised for

sale whether on the internet, in newspapers or elsewhere. Any person found in breach of this term will be disqualified from participating. No cash alternatives or other alternative prize will be available in whole or in part, except in the event of circumstances outside the reasonable control of the Promoter, whereby the Promoter reserves the right to substitute the prizes with prizes of equal or greater value. The prize will only be awarded directly to the Winner.

The reward offer

20. One month of Xbox Game Pass Ultimate (sign up / account required)

XBox Game Pass Ultimate 1 month. Play over 100 high-quality games with friends on console, PC and on Phone and Tablets for one low mothly price*

Xbox Game Pass Ultimate Terms;

Redeem the code that will be emailed to you before the end of the promotion at microsoft.com/redeem by the end of July 2022 . *Valid for new Xbox Game Pass members only. Credit card required. Unless you cancel, you will be charged the thencurrent regular membership rate when the promotional period ends. Terms, exclusions, and streaming limits apply. After term, active membership required to play games and online multiplayer. Game catalog varies over time, region, and by device. DLC sold separately; if a game is removed from catalog or your membership ends, you will need to purchase the game separately to use your DLC. All conversions to Ultimate are final.

Details and system requirements at <u>www.xbox.com/gamepass</u>. Limit: 1 per Microsoft account.

Includes Xbox Game Pass (for Console/PC) and Xbox Live Gold. Play on: Xbox Series X|S, Xbox One, Windows 10, & on Android (cloud gaming). **Requires:** Download(s), system apps, significant storage, broadband (fees may apply), and Microsoft account (microsoft.com/msa). Windows 10 requires latest OS updates; excludes S Mode and ARM. Cloud gaming in supported regions requires compatible device, games and controller. **Terms:** Games in catalog, features and service will vary over time, by region/platform, and may be retired. If a game is removed from catalog, purchased ingame content requires separate game purchase. Check your game to see if Xbox Live Gold is required. Except as required by law, codes are nonrefundable. xbox.com/gamepass ©/™/® 2022 Microsoft.

One Microsoft Way Redmond, WA 98052-6399, USA

Promotional: Not for individual resale.

Codes

- 21. Only valid promotional codes from the Xbox promotional dozen box or 3 pack promotional boxes will be accepted. All promotional codes and entries are subject to verification. Xbox promotional codes have no cash value and may not be sold or exchanged. Other manufacturer's information, references or printing errors do not constitute codes.
- 22. The Promoter does not assume any responsibility for promotional codes damaged or defaced in the way the product packaging is opened. If a consumer cannot read their promotional code due to a genuine printing error or If you are unable to read your code or it is incomplete, please call the consumer helpline: Consumer helpline: +441276 601 170 (Monday Friday, 8am 5pm, Saturday and Sunday 9am 3pm) or email <u>helpdesk@krispykreme.ie</u> where your request will be logged and reviewed pending a replacement code being sent if valid.
- 23. After 23:59 on 03.07.22. all unredeemed codes will be invalid for entry into the Promotion as the Promotional period will have ended
- 24. All promotional codes are unique, and each valid code can only be entered and redeemed once. Once entered and redeemed, codes will be rendered void for further entry attempts. Any attempt to enter a code more than once will disqualify entry and any potential prize award or offer will be forfeited.

Winner selection, notification and offer claim details

25. **Online Instant Winners** - During the promotion, online instant win prizes are randomly allocated and linked to open 'winning moments' that have been randomly pre-selected by a secure independently verified computer programme. There are 10

winning moments available throughout the promotion. The first person to enter a unique promotional code at the same time or be the first after any allocated winning moment will have been deemed to have won. All allocated prizes are available to be won but may not be won if not all the winning moments are matched.

- 26. The winning moments are available to be won throughout the entire Promotional period. There will be no fixed number of instant wins each day or week. Prizes will roll over from day to day and week to week, until the end of the promotion and thus are available to be won at any point throughout.
- 27. There will be a total of 10 ROI winners over the Promotional period with no more than 3 prizes available in each weeks prize fund.
- 28. Instant win winners will be notified online immediately after entry and told to keep an eye on their inbox where they will be sent a confirmation email within 14 working days (using the email address submitted upon entry) to confirm their win (subject to verification).
- 29. The confirmation email will reiterate them receiving their on-screen notification and winners will be asked to provide additional information which includes their full address and proof of ID via a secure link within 14 days to start the verification process. Once verified they will receive a confirmation email informing them that their prize will be with them as soon as practical, which is likely to be within 60 days of the confirmation of claim. It is the responsibility of entrants to check junk/spam folders to ensure they are in receipt of any communications.
- 30. The Promoter will make reasonable efforts to contact the winners and then after successful contact, to receive information to allow fulfilment of the claim and to arrange the prize dispatch. Regular reminder emails (up to 3) will be sent out to winners until they either redeem their prize in full or the Promoter forfeits the prize. Inaccurate information may result in the prize being forfeited. If a winner has not responded to notifications after 14 working days or if a selected winner is ineligible, otherwise in breach of these Terms and Conditions, or unable to take up the prize for any other reason, the Promoter reserves the right to withdraw the prize and to forfeit this origin win to them. Winners should retain their notification email message until their win has been verified.
- 31. The Xbox Series S consoles will be fulfilled via secure tracked courier delivery. Prizes will be dispatched as soon as practical and ideally within 28 working days of the confirmation of each winner's additional information, including postal address and any other information required. Once all the administration details are confirmed, and/or if circumstances change the Promoter will endeavour to keep the winners informed of dispatch details
- 32. One month Xbox Game Pass Ultimate offer. Participants will, with their first entry

into the promotion, receive an offer for one month of Xbox Game Pass Ultimate. This will be emailed to the email address they supplied on entry. These Xbox Game Pass Ultimate offer codes will only be able to be used by new Xbox Game Pass members only – maximum 1 / account – see full conditions and details

- 33. Digital codes for one month of Xbox Game Pass Ultimate will be emailed to winners within 14 working days and must be redeemed by the end July 2022.
- 34. The Promoter accepts no responsibility for failed delivery due to provision of incorrect contact details. Any prize or offer that is returned undelivered/ rejected will be assumed unwanted.

General Information

- 35. The Promoter reserves the right to verify all entries, winners and applications and to refuse to award a prize or the offer, withdraw prize entitlement or the offer 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 promotions entry requirements, offer conditions or otherwise where a participant/applicant has gained unfair advantage in participating in the promotion, the offer or won using fraudulent means.
- 36. Subject to the Promoters Privacy Policy a list of winners' surnames and their counties will be available by posting your request to FAO Marketing Krispy Kreme Ireland, 6th Floor, 2 Grand Canal Square, Dublin 2 within 3 months of the promotion closing. The promoter reserves the right to refuse any or all such requests. Should a winner object to their information being made available, they should contact the Promoter by emailing <u>helpdesk@krispykreme.ie</u>. The promoter may nevertheless disclose the information to the relevant Advertising Standards Authority if required to do so.
- 37. Proof of entry/applying is not proof of purchase. Responsibility cannot be accepted for entries or applications that are lost, damaged or delayed, nor any associated costs to entrants.
- 38. Winners of the prizes may be required if they consent to take part in reasonable publicity relating to this promotion without further remuneration.
- 39. All applicants and entrants are required to provide one genuine email address that is personal, valid and accessible throughout the promotional offer period and the specific proofs of purchase as requested. In the event that the specified information is not provided or is incorrect, the offer claim or entry will be considered incomplete and therefore invalid.
- 40. The Promoter's decision is final in all matters pertaining to the promotion.

- 41. 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 or the offer, 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 endeavour to minimize the effect to participants in order to avoid undue disappointment.
- 42. 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/gift, 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.
- 43. The Promoter may at its absolute discretion disqualify any participant found to be tampering with the entry or application process or operation of the website or to be acting in any manner disruptive to the promotion.
- 44. Sometimes, through reasons outside of the Promoters control, the website (as with any website) may not be accessible. The Promoter cannot guarantee continuous, uninterrupted access to the website. No responsibility will be accepted for any difficulties in entering, claiming or any entries/claims delayed or corrupted. The Promoter will have no liability for any loss arising out of such an event.
- 45. Limitations of liability: insofar as permitted by law, neither the Promoter nor the promotional parties assume any responsibility or liability for:

1.1. Any incorrect or inaccurate code entry, or for any faulty, incorrect, errors or failed electronic data transmissions;

1.2. Any unauthorised access to, or theft, destruction or alteration of codes at any point in the operation of this promotion;

1.3. Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this promotion;

1.4. Inaccessibility or unavailability of the internet or the website or any combination thereof;

1.5. Insofar as permitted by law, any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the promotion.

46. 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.

47. These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by the relevant local courts who shall have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms.

Data Protection: The Promoter will only use the personal details supplied for the administration of the promotion, the auditing of the entries and applications where necessary and for no other purpose unless we have your consent and you have opted-in to receive future marketing communications. Your personal details will at all times be kept confidential, and in accordance with the Data Protection Act 2018. Click here for the Promoter's Privacy Policy https://www.krispykreme.ie/privacy-policy.You can request access to your personal data, or have any inaccuracies rectified, or request deletion of data by sending an email to <u>helpdesk@krispykreme.ie</u>. By participating in the promotion, you agree to the use of your personal data as described here. You can withdraw your consent at any time. For the purpose of this promotion, requests to delete personal data can only be actioned after the promotion has concluded.