

TRADE

TERMS & CONDITIONS FOR KELLYS SOCIAL COMPETITION (“Promotion”)

OBJECT

The "Kellys of Cornwall" Promotion is being promoted by Froneri Ice Cream UK Limited, under the Kellys brand, whose registered office is at Richmond House, Leeming Bar, Northallerton, North Yorkshire, DL7 9UL (the "Promoter").

The Promotion is being administered on behalf of the Promoter by B The Communications Agency Limited, whose registered office is 16a Newman Street, London, W1T 1PB (“the Administrator”)

together (“the Promotion Entities”)

The Promotion will take place in the period from 07.07.2025 (00:00) to 28.07.2025 (23:59) (= Promotion Period). Participation takes place exclusively subject to these conditions of participation. By participating in the Promotion, the participant accepts these conditions of participation.

This Promotion is not associated with, sponsored, endorsed or organised in any way by Meta Platforms Inc or TikTok Ltd. Any questions, comments or complaints regarding the Promotion should be addressed directly to the Promoter.

CONDITIONS OF PARTICIPATION

Eligible to participate are persons who have reached the age of 18 and are resident in the United Kingdom. Employees of the Promoter, and the Administrator, their relatives and all persons involved in the conception and implementation of this Promotion (e.g. employees of commissioned agencies) are excluded.

Participation is only permitted by the participant in person; participation via automated procedures (e.g. Promotion clubs or Promotion service providers) and participation with falsified identities or with identities of third parties is not permitted.

Participation in the Promotion is independent of the purchase of goods. The purchase of goods does not increase the chances of winning.

This Promotion is common across Instagram & TikTok. All valid entries will be compiled and one winner will be selected, at random, at the close of the Promotion.

Participants are welcome to enter via both platforms; however, only one valid entry per person, per platform will be counted. Duplicate or spam entries will be disqualified.

HOW DO I TAKE PART?

For Instagram Entries:

1. Participants need to 'Follow' & "Like" Kelly's original competition post
2. Participants need to take a photo or video with their Kelly's brand ice cream, use the hashtag #KellysScoopOfJoy and tag the Kelly's Ice Cream Instagram @kellyscornwall.
3. Participants must upload their photo or video to their business' social media page.

For TikTok Entries:

4. Participants need to 'like' Kelly's original competition post
5. Participants need to take a photo or video with their Kelly's brand ice cream, use the hashtag #KellysScoopOfJoy and tag the Kelly's Ice Cream TikTok account @kellyscornwall.
6. Participants must upload their photo or video to their business' social media page.

By entering this Promotion you agree that such Entry (excluding personal information) is deemed to be non-confidential and non-proprietary, and we shall have no obligation of any kind with respect to such Entries. Entries will not be returned.

PRIZES

One winner will be drawn at random from among all participants who have taken part in the Promotion during the Promotion Period in accordance with the conditions of participation 3-7 days after the end of the Promotion period.

The winner will receive a quantity of Kelly's Ice Cream equivalent to the capacity of their trade freezer, up to a maximum of 23 pans. The definition of 'freezer full' is subject to this limit and will be determined based on the space available in the winner's freezer at the time of delivery. Prize is for ice cream only and not the freezer.

No cash payment or exchange of the prize is possible. However, the Organiser reserves the right to exchange prizes if reasons beyond the organiser's control compel the organiser to do so. The claim to the prize or prize replacement cannot be assigned.

NOTIFICATION AND DELIVERY OF THE PRIZE

The winner will be notified by direct message on TikTok or Instagram - whichever platform the winner originally entered on.

The prize will be delivered by post after the winner has provided his/her contact details and information about the prize within 24 hours after receiving the direct message.

The claim to the prize will be forfeited without substitution if the contact details are not sent in on time, are incorrect or incomplete and it is therefore not possible to contact the winner. In the event of an undeliverable prize, the organiser is not obliged to make further enquiries. In this case, the claim to the prize will be forfeited.

PUBLICATION OF THE WINNER'S NAMES

The winners agree that their first name, the first letter of their surname and their place of residence may be published as part of the communication relating to this Promotion e.g. on Instagram.

LIABILITY

Subject to the below, the Promotion Entities will not in any circumstances be responsible or liable to the winner or any third party, or accept any liability for:

- a. any disappointment, loss, damage, personal injury or death occurring as a result of entry to this Promotion; and/or
- b. any loss, damage, personal injury or death occurring as a result of acceptance and/or use of the prize.

Nothing in these terms shall limit or exclude the Promotion Entities' liability for:

- a. death or personal injury caused by negligence; and/or
- b. fraud or fraudulent misrepresentation; and/or
- c. any liability which may not be legally limited under applicable law.

The Promotion Entities accept no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, receipt upload, winner notification or prize. The Promotion Entities will not be responsible for the non-inclusion of Entries as a result of technical failures or otherwise, including any such failure which is within the control of the Promotion Entities.

EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude participants who provide false or incomplete information, who use unauthorized aids, who are suspected of manipulation or who violate these conditions of participation in any other way, from participation without giving reasons.

If the conditions for exclusion are met, prizes may be subsequently disallowed or prizes already paid out or delivered may be reclaimed.

MODIFICATION/TERMINATION OF THE PROMOTION

The Promoter reserves the right to interrupt or terminate the Promotion in the event of unforeseen circumstances and accepts no liability for lost chances of winning.

The Administrator will be operating and administering this Promotion, including without limitation, collecting and confirming Entries; contacting winner. The Administrator will share your personal information with the Promoter, prize suppliers, a third-party fulfilment service provider (as applicable) for the purposes of administering the prize. The surname and county of the winner will be made available to anyone who requests them by emailing enquiries@froneri.com within 1 month of the closing date. Entrants may request their surname and county is not published in the event they win by emailing enquiries@froneri.com before the closing date. Your details will not be passed onto any third party for any other purpose without prior consent. This data will be kept secure and in accordance with the requirements of the Data Protection Act. Entrants' personal data will be used and held in accordance with the Promoter's Privacy Policy <https://www.froneri.com/en/legal/>.