

McCain Foodservice Solutions – Together We can get Back in the Game Get your order refunded up to £75 promotion (the “Promotion”)

Please read these Promotion terms and conditions and the General Terms and Conditions below carefully (together the “**Terms and Conditions**”). By registering for the Promotion, the Entrant is deemed to have read, understood and accepted the Terms and Conditions.

The Promoter is McCain Foods (GB) Ltd (Company number: 00733218) registered office Havers Hill, Eastfield, Scarborough, North Yorkshire, YO11 3BS.

Any questions, comments or complaints regarding this Promotion should be addressed to:

Email: customerservice@omne.agency

Postal Address: McCain Foodservice Solutions first order free promotion, No.6 Doolittle Yard, Froghall Road, Amptill, Bedford MK45 2NW

Eligibility

- See General Terms and Conditions below for Eligibility Criteria.

Entry Criteria

- Entrants must do all of the following in order to enter the Promotion:
 - purchase at least 3 cases of the Participating Products as defined below (cases of products may be mixed) between 1 July 2020 and 30 November 2020 (a “**Qualifying Order**”) ○ register free of charge on [www.mccainfoodservice.co.uk/ back-in-the-game/](http://www.mccainfoodservice.co.uk/back-in-the-game/) (the “**Website**”) and complete the registration process by entering the business name, email address, business address, business postcode, contact name and number and chosen password and all other required fields. Responsibility is not accepted for any inaccuracies in the information supplied by the Entrant when providing their details and incomplete entries will not be accepted. ○ upload a photo of the delivery note relating to the Qualifying Order using the camera function in the Website.

(the “**Entry Criteria**”)

- A hand written delivery note will only be accepted as proof of purchase or delivery if it satisfies all of the following conditions: (i) it contains the company letterhead of the wholesaler/distributor; (ii) the date; (iii) the business name; (iv) the business address including business postcode where the order has been delivered; and (v) the McCain products and quantities purchased. Entrants must request a new delivery note from their wholesaler if the above conditions are not fully satisfied.
- Entrants must retain the applicable delivery note for the Qualifying Order in case required by the Promoter.
- The delivery notes will be manually verified by the Promoter to ensure the Eligibility Criteria and Entry Criteria have been met.

- The Promoter will not be responsible and the Entrant will not be entitled to a Prize if the applicable delivery note is uploaded incorrectly or is illegible. The Promoter will not accept delivery notes which are incomplete or are received following the Closing Date or which are lost, mislaid, damaged or delayed.

Participating Products

- The following products will be known as Participating Products: See list of participating products [here](#)
- Full cases need to be purchased to constitute a Qualifying Order. The 3 or more cases purchased do not need to be of the same product. A minimum of 3 cases of product per Entrant is required to enter.
- Purchases of products sold by the bag (1kg) rather than by the case will only be permitted on products in the full Brew City Range and on Our Menu Signatures Breaded Mozzarella Cheese Sticks 1kg and McCain Our Menu Signatures Chilli Pepper & Cheese Nuggets 1kg. For these products, 6 x 1kg bags will constitute 1 case for the purposes of the Promotion.

Prizes

- There are 1000 digital pre-paid Mastercards up to a value of £75 to be awarded to the first 1000 Entrants to fulfil the Entry Criteria above.
- The value of the pre-paid MasterCard awarded will be determined by the value of that Entrant's Qualifying Order as follows:
 - up to and including £29.99 Qualifying Order will receive £30 pre-paid digital card
 - £30-£49.99 Qualifying Order will receive £50 pre-paid digital card
 - £50-£75 Qualifying Order will receive £75 pre-paid digital card
- If the Qualifying Order costs more than £75, or is part of a delivery costing more than £75, the value of the pre-paid Mastercard awarded will be limited to £75.
- The first 1000 Entrants to meet the Entry Criteria will receive their digital pre-paid Mastercards to the email addresses they have provided on entry within 10 working days of uploading their delivery notes.
- Pre-paid MasterCards will be in the form of a digital card whereby successful Entrants will be sent an email directing them to access and activate their card at www.prepaiddigitalsolutions.com. Card options available to Entrants may include choice of virtual or physical card. Virtual card will be generated and displayed to Entrants immediately. Physical cards will be shipped to Entrants with delivery between 7-10 days once requested for a cost of £5 deducted off full amount.
- Entrant must activate pre-paid Mastercard via email. If they fail to do so the pre-paid Mastercard will expire after **3 months**.
- The pre-paid Mastercard will be valid for 12 months.

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE PROMOTION

- The start date for the Promotion is 1st July 2020. The closing date for the Promotion is 30th November 2020.

Eligibility Criteria to enter Promotion and Prize Draw

- The Promotion is only open to independently owned and multi unit catering operations with 10 sites or fewer within the UK (excluding Northern Ireland, The Isle of Man and the Channel Islands)(an “**Entrant**”).
- Entry is not open to: (i) employees on behalf their employer aged under the age of 18 (ii) any employee, director, member, agent or consultant of the Promoter or their immediate family members, advertising agencies, advisors, dealers and suppliers identified by the trademarks owned by or licensed to McCain Foods Company, and McCain Foods (GB) Ltd, its wholesalers and distributors, affiliates, and/or associated companies or any person who directly or indirectly controls or is controlled by the Promoter.
- In entering the Promotion and/, the Entrant confirms that it meets the Eligibility Criteria and is eligible to claim the relevant Prize. The Promoter may require the Entrant to provide proof that it meets the Eligibility Criteria. Entries to the Promotion and/or Prize Draw made on behalf of another person will not be accepted and joint submissions are not allowed. The Promoter may require any information that it considers reasonably necessary in order to verify an Entrant’s eligibility to enter the Promotion and/or Prize Draw and reserve the ability to withhold the Prize on the basis that an Entrant does not meet the Eligibility Criteria.
- As a condition of entry employees who enter the Promotion on behalf their business must seek business owner’s permission to enter and evidence of such permission may be required. A registered account is allocated to participating trading entity not to named individuals, and Prizes will be awarded to the trading entity that is the Entrant and not named individuals.
- Internet access is required to join the Promotion
- Purchase of Participating Products is necessary to enter the Promotion (please see the Promotion Terms and Conditions for further details) but is not necessary to enter the Prize Draw.

Administration of the Promotion

- The Promoter reserves the right at any time to modify, discontinue (temporarily or permanently) the Promotion and/or Prize Draw with or without prior notice due to reasons outside its control (including in the case of anticipated, suspected or actual fraud).
- Only one entry is permitted per Entrant and accounts created using automated devices or processes are not allowed. The Promoter reserves the right, in its absolute and sole discretion, to disqualify an Entrant where (i) multiple accounts are suspected; (ii) where

an entry is deemed inappropriate; or (iii) where the Entrant is in breach of the Terms and Conditions.

- The Promoter reserves the right to amend these Terms and Conditions at any time upon reasonable notice given to its Entrants if circumstances beyond the Promoter's control make this necessary or unavoidable.
- Where the Terms and Conditions are amended, any amendments shall be effective upon posting the modified Terms and Conditions at www.mccainfoodservice.co.uk/back-in-the-game/ and notifying Entrants via email.
- Amendments will be explained at the top of these Terms and Conditions and the most current version shall prevail.
- Entrant shall be responsible for any tax implications or payment of tax that may arise as a result of winning a Prize.
- Responsibility is not accepted for Prizes lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind.
- The Prizes are non-transferable and non-refundable and may not be sold, offered for sale, coupled or bundled with any other product or services or used for any commercial or promotional purposes whatsoever.
- The Promoter shall not be liable for any loss, damage or consequential damage of any nature in contract, tort (including negligence) caused by acceptance of the Terms and Conditions or in connection with the Promotion and/or Prize Draw (to the extent permissible by law). Nothing in this clause shall limit the Promoter's liability in respect of; (a) death or personal injury arising out of its own negligence; or (b) liability arising out of the Promoter's fraud.
- In the event that any provision of these Terms and Conditions is held to be unlawful, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions of these Terms and Conditions which shall continue in full force and effect.
- These Terms and Conditions and any issues or disputes which may arise out of or in connection with these Terms and Conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with English law. Entrants hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any such dispute or issues.
- All entries and any accompanying material submitted to the Promoter will become the Promoter's property on receipt and will not be returned to the Entrant.
- The Promoter's decision regarding all matters relating to the Promotion and Prize Draw is final and no correspondence will be entered into.

Use of personal data

- By registering, all Entrants consent to the transfer of their personal data to the Data Controller, for the purposes of the administration of this Promotion and/or Prize Draw, including latest offers available under the Promotion and/or Prize Draw and any other purposes to which the entrant has consented. All registration instructions form part of

the Terms and Conditions. The Promoter will always communicate responsibly under Data protection legislation and other self-regulatory restrictions.

- The Promoter, McCain Foods (GB) Ltd (Company number: 00733218) uses Entrants' personal data for the purpose of the administration of this Promotion and/or Prize Draw and sending marketing material on McCain products. For these purposes, The Promoter may share Entrants personal data with other entities of the McCain group. Entrants have the right to access the personal data that McCain holds about him and, if such personal data is inaccurate or incomplete, to request the rectification of such personal data. Depending on the circumstances, Entrants have a right to erasure, objection, restriction and data portability. Finally, if not happy with the way that McCain handle or process their personal data, the Entrant can always lodge a complaint with national data protection authority. For any further information about our processing of personal data and privacy rights, please consult the McCain Privacy Policy available from McCain website. <http://www.mccainfoodservice.co.uk/sites/default/files/aboutus/McCainGlobalPrivacyPolicy.pdf>