

McCain Foodservice Solutions in partnership with Just Eat Takeaway – Next Level Deal (the “Promotion”)

Please read these Promotion terms and conditions carefully (the “**Terms and Conditions**”). By registering for the Promotion, the Entrant (as defined below) 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. The Promotion is offered in partnership with JUST EAT.CO.UK LTD, a company registered in England and Wales under company number 04656315 whose registered office is Fleet Place House, 2 Fleet Place, London, EC4M 7RF (“**Just Eat**”).

Any questions, comments or complaints regarding this Promotion should be addressed to:
Email: help@mccainrewardsclub.co.uk

Postal Address: McCain Foodservice Solutions Next Level Delivery promotion, No.6 Doolittle Yard, Froghall Road, Ampthill, Bedford MK45 2NW

The Promotion will run from 19th April 2021 until the earlier of (i) 1,000 Entrants (as defined below) redeeming the offer and (ii) 23:59 on 14 May 2021 (the “**Promotion Period**”).

Eligibility Criteria

- The Promotion is:
 - only open to independently owned and multi-unit catering operations with 10 sites or fewer, which are operating as active Just Eat restaurant partners for the entirety of the Promotion Period within the UK (excluding Northern Ireland, The Isle of Man and the Channel Islands)(an “**Entrant**”); and
 - 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 Just Eat or their immediate family members, advertising agencies, advisors, dealers and suppliers identified by the trademarks owned by or licensed to Just Eat, 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.(together the “**Eligibility Criteria**”).
- In entering the Promotion, the Entrant confirms that it meets the Eligibility Criteria. The Promoter may require the Entrant to provide proof that it meets the Eligibility Criteria.
- Entries to the Promotion made on behalf of another person will not be accepted and joint submissions are not allowed.
- Entrants may enter the Promotion by entering their details at <https://www.mccainfoodservice.co.uk/justeat> in accordance with the Entry Criteria below.
- The Promoter may require any information that it considers reasonably necessary in order to verify an Entrant’s eligibility to enter the Promotion and reserves the ability to withhold a 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 any prize 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 as set out below.

Entry Criteria

- Entrants must do all of the following in order to enter the Promotion:
 - purchase at least 20 cases of the Participating Products as defined below (cases of products may be mixed) (a **"Qualifying Order"**). Purchases can be made in separate transactions in order to reach 20 cases in total (e.g. an order of 10 cases, an order of 7 cases and an order of 3 cases would together be a Qualifying Order). Purchase of Qualifying Orders must take place between 6 April 2021 and 14 May 2021 inclusive.
 - during the Promotion Period register free of charge on <https://www.mccainfoodservice.co.uk/justeat> providing the Entrant's name, business name, email address, business address, business postcode, contact name and number, Just Eat 'Restaurant ID' and all other required fields (**"Entrant Data"**).
 - during the Promotion Period upload a photo of the delivery note(s) relating to the Qualifying Order at <https://www.mccainfoodservice.co.uk/justeat>. If the Qualifying Order comprises several different deliveries, photos of all relevant invoices will need to be uploaded for upload and all invoices must be uploaded at the same time. The invoices must be dated between 6 April 2021 and 14 May 2021 inclusive.
 - Responsibility is not accepted for any inaccuracies in the information supplied by the Entrant in the form provided when providing their details, and incomplete entries will not be accepted.

(the **"Entry Criteria"**)

- An invoice, including a handwritten invoice, will only be accepted as proof of purchase if it satisfies all of the following conditions: (i) it contains the company letterhead of the wholesaler/distributor; (ii) is dated between 6 April 2021 and 14 May 2021 inclusive; (iii) it contains the business name; (iv) it contains the business address including business postcode where the order has been delivered; and (v) it contains the McCain products, quantities and value purchased. Entrants must request a new invoice from their wholesaler if the above conditions are not fully satisfied.
- Entrants must retain the applicable invoice for the Qualifying Order in case required by the Promoter.
- The invoices 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 (as defined below) if the applicable invoice is uploaded incorrectly or is illegible. The Promoter will not accept invoices which are incomplete or are received following the end of the Promotion Period or which are lost, mislaid, damaged or delayed.

Participating Products

- The following products will be known as Participating Products:
See list of participating products outlined at **Appendix 1**.
Full cases of Participating Products need to be purchased to constitute a Qualifying Order. The 20 or more cases purchased do not need to be of the same product. A minimum of 20 cases of product per Entrant is required to enter.

Prize

- One digital pre-paid Mastercard with a value of £100 will be awarded to each of the first 1,000 Entrants that fulfil the Entry and Eligibility Criteria above.

- The first 1,000 entrants who meet the Entry and Eligibility 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. Virtual card will be generated and displayed to Entrants immediately.
- 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.
- Terms and conditions apply to the use of the pre-paid Mastercard and the Entrant agrees to comply with such conditions.

Administration of the Promotion

The Promoter reserves the right at any time to modify, discontinue (temporarily or permanently) the Promotion 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 <https://www.mccainfoodservice.co.uk/justeat> 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 (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 is final and no correspondence will be entered into.

Menu Changes

- Entrant may provide consent for Just Eat to change the naming conventions on the Entrant's menu from 'Fries' to 'SureCrisp Fries' as part of the Promotion ("a **Menu Change**"), including by ticking the box on the registration form that they consent to the Menu Change.
- Entrant acknowledges and agrees that McCain may provide the Entrant Data to Just Eat, so that Just Eat may effect this Menu Change for the Entrant.
- If the Entrant no longer provides McCain SureCrisp Fries, the Entrant acknowledges and agrees that it is its sole responsibility to ensure any Menu Change is reversed by Just Eat, with a notification provided to help@mccainrewardsclub.co.uk so that the naming conventions of its products are correct in all respects and are not misleading to consumers.
- The Promoter may withdraw the right for the Entrant to use the McCain SureCrisp Fries naming convention at any time.
- The Promoter accepts no liability under or in connection with these Terms and Conditions as a result of any Menu Change.

Use of personal data

- By registering, all Entrants acknowledge that any personal data included in the registration form will be processed by the Promoter, for the purposes of the administration of this Promotion including latest offers available under the Promotion and any other purposes to which the Entrant has consented. Entrant Data will also be shared with Just Eat where the Entrant has consented to a Menu Change in order to process such change. This is on the basis of the Promoter's performance of these Terms and Conditions, and its legitimate interests in promoting its products. Other purposes for the Promoter's use of your personal data can be found at: <https://www.mccainfoodservice.co.uk/cookies-your-privacy>. 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 uses Entrants' personal data for the purpose of the administration of this Promotion and, where consent has been obtained, 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 them 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 the Information Commissioner's Office, the UK 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 - <https://www.mccainfoodservice.co.uk/cookies-your-privacy>.

Appendix 1

Participating Products

Code	Description	Case Config.
1000007853	McCain SureCrisp™ Skin-On Thin Cut	4x2.27kg
1000007856	McCain SureCrisp™ Skin-Off Thin Cut	4x2.27kg
1000007854	McCain SureCrisp™ Skin-On Medium Cut	4x2.27kg
1000007855	McCainSureCrisp™ Skin-On Julienne	4x2.27kg
1000007852	McCainSureCrisp™ Traditional Chips	4x2.27kg
1000007857	McCainSureCrisp™ Gourmet Chips	4x2.27kg
1000007651	McCainSureCrisp™ Thin Cut Fries	4x2.27kg
1000007650	McCainSureCrisp™ Julienne Fries	4x2.27kg
McCain P!ckers	Description	Case Config.
45927	Pickers Mozzarella Cheese Sticks	6x1kg
43045	Pickers Chilli Pepper & Cheese Nuggets	6x1kg