

**McCain Foodservice Solutions – Champions of SureCrisp customer survey
£1,000 cash prize (the “Prize Draw”)**

Please read these Prize Draw terms and conditions (the “**Terms and Conditions**”) carefully. By registering for the Prize Draw, “you” the “Entrant” are 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 Prize Draw should be addressed to:

Email: customerservice@omne.agency

Postal Address: McCain Foodservice Solutions £1,000 cash prize, No.6 Doolittle Yard, Froghall Road, Ampthill, Bedford MK45 2NW

Use of personal data

- By registering for this Prize Draw, all Entrants confirm that they have read the Promoter’s Privacy Policy available from Promoter’s website <https://www.mccain.com/privacy> and agree to the Privacy Policy and the Terms and Conditions of this Prize Draw. By submitting any information required as part of their participation in the Prize Draw, all Entrants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) and Data Protection Act 2018.
- All Entrants consent to the transfer of their personal data to the Data Controller, for the purposes of the administration of this Prize Draw, including latest offers available under the 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 takes data protection seriously and uses Entrants’ personal data for the purpose of the administration of this Prize Draw. 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 national data protection authority. For any further information about our processing of personal data and privacy rights, please consult the Promoter Privacy Policy available from Promoter’s website. <https://www.mccain.com/privacy>.

Prize Draw Period

- The start date for the Prize Draw is 15th June 2021 and the closing date is 30th September 2021.

Eligibility

- The Prize Draw is open to all persons in the United Kingdom (excluding Northern Ireland) who purchase from any of the participating restaurants, which may include Just Eat Restaurant Partners, (a "**Participating Restaurant**"). *See Addendum.*
- Entry is not open to: (i) anyone under the age of 18 (ii) any employee, director, member, agent or consultant of the Promoter or any Participating Restaurant 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 Prize Draw, 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 Prize Draw made on behalf of another person will not be accepted and joint submissions are not allowed. Entries are limited to one entry per Entrant. The Promoter may require any information that it considers reasonably necessary in order to verify an Entrant's eligibility to enter the Prize Draw (including but not limited to, name, surname, telephone number and email address) and reserves the ability to withhold the Prize on the basis that an Entrant does not meet the Eligibility Criteria.
- Internet access is required to enter the Prize Draw.

The Prize

- There is one prize of £1,000 (one thousand pounds) (the "**Prize**") to be won by one winner. No alternative will be available.

How to enter

- To enter you need to :
 - Purchase SureCrisp Fries from a Participating Restaurant.
 - Scan the QR Code that is displayed on your purchased SureCrisp Fries which will take you to a Customer Survey; and
 - complete and submit the Customer Survey.

All completed entries will be automatically entered into the Prize Draw. Entry is limited to one single entry per person. Duplicate entries will be invalid.

- 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.

Selecting the winner

- Within 14 working days of 30th September 2021, two entries will be selected at random from the pool of qualifying entries using a computer program producing verifiably random results, in the presence of an independent witness. The first entry to be drawn

will be the winner, and the second entry to be drawn will be held in reserve for if the original winner is not awarded the Prize for any reason in accordance with these Terms and Conditions.

- The winner will be contacted by the Promoter via email to verify that the Entrant qualifies for the Prize and to arrange for the Prize to be provided.
- If the winner does not respond within 7 working days of being contacted, then the Promoter reserves the right to forfeit the Prize and award it to the second entry drawn at the same time as the original winner (with the second entry then being deemed the “winner” for the purpose of these Terms and Conditions). If the winner drawn as the second entry does not respond within 7 days of being contacted then the Promoter reserves the right to forfeit the Prize entirely.
- The winner will be required to take part in unpaid post-event publicity and consents to their name and photograph being used for such purposes in Promoter’s absolute discretion, which may include (but is not limited to) use in food industry publications, on the Promoter’s Foodservice Solutions Instagram account, Twitter platforms, and all other social media platforms.

Administration of the Prize Draw

- The Promoter reserves the right at any time to modify, discontinue (temporarily or permanently) the 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 these 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 these Terms and Conditions are amended, any amendments shall be effective upon posting the modified Terms and Conditions at at www.mccainfoodservice.co.uk/wp-content/uploads/2021/06/TsCs-consumersurvey-champs.pdf and notifying Entrants via email.
- Amendments will be explained at the top of these Terms and Conditions and the most current version shall prevail.
- The winner shall have the option to elect to receive the Prize via a bank transfer or cheque. The winner shall inform the Promoter which payment method is preferred and will provide the relevant details to Promoter in writing in order to receive the Prize.
- Entrants 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 or entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind.
- 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 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.
- The Promoter's decision regarding all matters relating to the Prize Draw is final and no correspondence will be entered into in this respect.

Addendum:

BRGR: St John's Rd, Corstorphine, Edinburgh EH12 7XD

Favorite Fried Chicken: 54 High St, Rayleigh SS6 7EA