

McCain Foodservice Solutions –Together Let’s Do Next Level Delivery
£1,000 Nisbet Credit kitchen kit prize (the “Prize Draw”)

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

Email: customerservice@omne.agency

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

Promotion Period

- The start date is 19th October 2022 and the closing date is 20th October 2022 inclusive (the “Promotion Period”).

Eligibility

- No purchase necessary to enter the Prize Draw.
- The Prize Draw 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 of 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 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. The Promoter may require any information that it considers reasonably necessary in order to verify an Entrant’s eligibility to enter the 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 Prize Draw 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 enter the Prize Draw.

The Prize

- There is one prize of £1,000 (one thousand pounds) worth of Nisbets vouchers (the "Prize") to be won by one winner. No cash alternative will be available.
- The Prize must be redeemed by the expiry date on the email.
- The Prize is to be used only at Nisbets.co.uk only. Telephone orders will not be accepted.
- The Prize will only be able to be used on full priced items only not on discounted products.

How to enter

- To enter, Entrants must register free of charge during the Promotion Period on <https://www.mccainfoodservice.co.uk/nld-emotion> (the "Website") and complete the registration process by entering their first name, email address, business type, job role, buying influence 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.

Selecting the winner

- The winner of the Prize Draw will be drawn within 14 working days of 20th October 2022 and selected at random using a computer program producing verifiably random results, in the presence of an independent witness.
- 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 emailed.
- 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 another winner drawn at the same time as the original winner.
- The winner will be required to take part in unpaid post-event publicity and consent to their name and photograph being used for such purposes.

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 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/nld-emotion> 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 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 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 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 McCain Privacy Policy available from McCain website. <https://www.mccain.com/privacy>

