

## **Terms and Conditions**

UK

These Terms and Conditions ("Terms") prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. These Terms are applicable to the promotion ("Promotion") as set forth in '7. Entry Restrictions – UK', and which is offered by H.J. Heinz Foods UK Ltd having its registered office in The Shard, 32 London Bridge Street, London, SE1 9SG. Entry instructions are deemed to form part of the Terms and by entering this promotion all participants will be deemed to have accepted and be bound by the Terms and to their details being communicated to third parties including but not limited to the Promoter's agency in relation to this promotion. Heinz is entitled to modify these Terms during the Promotion period without prior notice to participants. Please retain a copy for your information.

1. **Promoter:** Kraft Heinz Company The Shard, 32 London Bridge Street, London, SE1 9SG
2. **Eligibility:** Open to any employee of a customer of Bidfood or Brakes with a valid customer number. Entrants must be 18+. Proof of age and business residence may be required.
3. **Exclusion:** Promotion excludes employees and the immediate families of the Promoter, any agencies involved with the promotion; and anyone else professionally connected with the promotion.
4. **Internet Access Required:** Internet access and a valid email address are required to enter. No purchase is necessary to enter this promotion.
5. **Promotional Period:** This Promotion opens on the 01/12/18 and the closing date for receipt of entries is 23:59 on the 31/01/19 (the "Promotional Period". Any entries received after this date will not be accepted.
6. **Prizes:** Three (3) winners will each receive one £150 Love2shop voucher (the "Prize"). The winners will be selected at random at the end of the Promotional Period.  
Please allow 28 days for delivery of the prizes from prize-winner validation. Please be aware that the expiry date of the voucher will be clearly printed on the front of the card. The Prize may be subject to additional terms and conditions which are beyond the control of the Promoter.

7. **Entry Instructions - UK:** Participants must enter their Bidfood or Brakes customer number and enter their contact details (including full name, business name, telephone number and email address) online at [www.heinzcompetiton.co.uk](http://www.heinzcompetiton.co.uk) and click "Submit" to enter. No purchase required.
8. **Winner Selection and Notification:** Winners will be selected at random by an automated computer generated draw programme from all valid entries received by the relevant closing date. Winners will be notified within 5 days of the closing date via the email address they supplied at the time of entry into the prize draw. It is the responsibility of entrants to supply their current and correct email address. The Promoter will not be liable for non-delivery of prize notifications caused by the provision of the wrong information or causes beyond its control. If a prize winner does not respond to the notification of their win within 14 days of the initial email notification, this will result in their prize being forfeited and an alternative winner will be selected based on a reserve chosen at the same time and under the same Terms as the original draw. The new prize winner will be notified within 5 working days of the re-draw.
8. **Prize Distribution:** Prizes will be dispatched to winners' home addresses within 28 days of prize notification and only after successful prize validation. It is the responsibility of the claimant to supply the correct postal address. Any prizes returned to sender or not delivered due to inaccurate details provided will be considered unwanted and the prize will be lost. All reasonably incurred costs related to shipment of the Prize (including VAT) will be paid by Heinz.
9. **Entry Details:**
  - a) Only one entry per person is permitted.
  - b) No bulk, third party or organised group entries will be accepted. All entries must be made directly by the person entering the promotion.
10. **Limitations and Non-Transferable:** There is no alternative and no other benefits, items or additions can be substituted for the prize won. The Promoter reserves the right to provide similar alternatives of equal or greater value, in the event of circumstances outside of its control. Unless otherwise agreed in writing by the promoter, the prizes will only be available to the winners in person. The decisions of the Promoter are final and no correspondence will be entered into.
11. **No Liability:** The Promoter cannot be held responsible for entries or claims that fail to register, are delayed or incomplete, or indeed for

network, computer hardware or software failures of any kind, which may restrict or delay entry.

- 12. Personal Information:** Your data will be processed by our agency [Torch UK] and will be used solely for the purposes of administering this promotion. Your data will be deleted within 28 days of the winners receiving their Prize. See <https://www.heinz.eu/privacy-notice> for our full privacy policy. During your visit to the Heinz website data could be obtained by using a cookie file which is stored on the hard drive of your computer. Heinz's website uses cookies to distinguish you from other users of our website. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. This however can negatively influence the website's performance. For detailed information on the cookies we use and the purpose which we use them for see our Cookie Policy, which can be consulted online at <http://www.heinz.co.uk/PrivacyPolicy>.
- 13. Verification:** The Promoter reserves the right, in its absolute discretion, to verify the winner and refuse to award the prize or withdraw prize entitlement where there is, or the Promoter has reason to believe there is, or has been, a breach of these Terms.
- 14. General:** The Promoter's decision is final and binding in all matters.
- 15. Intellectual Property:** "Intellectual Property" means any patents, patentable rights, rights in inventions, utility models, plant varieties, moral rights, personality rights, trademarks, trade dress, goodwill, business names, company names, domain names, copyright, design rights, rights in data, database rights, rights in know-how, specifications, recipe formulations, trade secrets and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country (whether or not registered, whether present, future or contingent, and including without limitation all renewals, extensions, revivals or accrued rights of action) and all pending applications for and right to apply for or register the same.

Intellectual Property, including but not limited to copyrights are the sole and exclusive property of Heinz and shall vest in Heinz. To the extent legal title to all such Intellectual Property does not automatically vest in Heinz, you hereby transfer and assign to Heinz which transfer and assignment is hereby accepted all worldwide right, title and interest in and to any such Intellectual Property.

In so far as possible by law, you hereby waive and agree never to assert against Heinz Intellectual Property to claim authorship, object or prevent modification, or control the publication or distribution with

respect to any works protected by Intellectual Property. By participation in the Promotion you give Heinz the right to use your name and/or Materials on, included without limitation:

- a. Prize; and/or
- b. Heinz's website and social network pages including but not limited to Twitter, Instagram and Pinterest.

Please also check the applicable conditions of your website provider.

- 16. Right to Vary, Suspend or Cancel:** In the event of exceptional circumstances outside its reasonable control and only where circumstances make this unavoidable, the promoter reserves the right to cancel or amend the promotion or these Terms at any stage but will always endeavor to minimize the effect to participants in order to avoid undue disappointment.
- 17. English Law:** Any question concerning the legal interpretation of the rules will be based on English law and the Courts of England will have exclusive jurisdiction. All disputes arising in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of England and Wales.
- 18. Agreement to Terms and Conditions:** By entering, all participants will be deemed to have accepted and be bound by these Terms. Please retain these Terms for future reference.
- 19. Invalid clauses:** If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and the remaining clauses shall survive and remain in full force and effect.
- 20. Privacy Policy:** <https://www.heinz.eu/privacy-notice>