



## **Pacific West Foods (UK) Ltd**

### **Salt and Pepper Squid Chunks Golden Ticket Promotion**

#### **Terms and Conditions**

##### **Specific Terms**

1. The Promoter is Pacific West Foods (UK) Ltd whose Registered Office: 3 Willowside Park, Canal Road Trowbridge BA14 8RH.
2. This is the Pacific West Foods' Salt and Pepper Squid Chunks Promotion with 10 Golden Ticket prizes worth a maximum of £1,000 each in holiday vouchers ("the Promotion").
3. Information on How to Enter forms part of these Terms and Conditions.
4. The Promotion will begin at 00.01 on 1<sup>st</sup> February 2020 and close at 23.59 on 31<sup>st</sup> March 2020 ("Promotion Period")
5. The period to claim for prizes is from 00.01 on 1<sup>st</sup> February 2020 ("Opening Date") to 23.59 on 30<sup>th</sup> April 2020 ("Closing Date"). Claims for prizes outside of this period are invalid.
6. The Promotion is open only to residents of the United Kingdom and Republic of Ireland aged 18 or over.
7. The Promoter reserve the right at its sole discretion and at any time, to change or modify the Terms and Conditions, or to cancel the Promotion if circumstances arise which are beyond the Promoter's control.

##### **How to Enter**

8. 10 Golden Tickets will be randomly hidden inside 10 Promotional Salt and Pepper Squid Chunks packages/boxes.
9. To Enter, you must find the winning Golden Ticket, including the relevant part of the unique code on the Golden Ticket.
10. You must contact the Promoter using the contact details provided in the winning Golden Ticket with a photo/picture of the winning Golden Ticket.
11. You must ensure that you keep the winning Golden Ticket safe and return the same with the Promoter in in order for verification of the winning Golden Ticket in the event of a win.
12. The prizes are 10x Holiday Vouchers worth £1,000.00 each in cash value, and each winning Golden Ticket is entitled to claim 1x Holiday Voucher.
13. The prizes are as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and the Promoter reserve the right to substitute any prize with another equivalent value at its sole discretion and without any prior notice.



### General Terms

1. These General Terms shall apply **in conjunction with** the Specific Terms of any promotion **You should therefore read these General Terms in combination with the Specific Terms.** *Where any Specific Terms conflict with these General Terms, the Specific Terms will take precedence.*
2. We may change these General Terms at any time. You should check our website regularly for any changes that apply from the date they are uploaded.
3. **By entering any promotion, you agree that you will be legally bound by both these General Terms and the Specific Terms.**

### Eligibility rules

4. All promotions are open to persons over 18 years of age at the time of entry. Where the Specific Terms state that a person aged 18 years or less is eligible to enter, we reserve the right to require that their parent or guardian confirms in writing that they agree to be bound by these terms and conditions and will accept any prize on behalf of the under-18 year old prize-winner.
5. It will be at the Promoters sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.
6. Employees of the Promoter and their immediate families may not enter any promotion, neither may any employees or immediate family members of any third party sponsors, third party companies associated with the promotion, prize providers or agencies assisting with the promotion operation.

### Entry

7. In promotions where purchase of product is necessary, please retain your promotional packaging as it may be required for verification in the event of a win.
8. Deficient entries: the Promoter will not be responsible for any entries not received, not recognised, not accepted for any reason or delayed. Proof of sending or entering such details does not constitute receipt.
9. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, or alteration of, or non-receipt of, entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter or an entrant because of technical problems, operator problems, social media site problems, traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any participant's or any other third person's, resulting from any participation or downloading any materials in the promotion.
10. Automated Entry: the use of any automated entry software or any other mechanical or electronic means that permits any person to enter any promotion repeatedly is prohibited. No bulk, consumer group or third party entries will be accepted. These entries will be disqualified.
11. Names: entrants must enter promotions using their full legal name. We reserve the right to disqualify any entrant who uses multiple names or any false names and to require them to return to the Promoter any prize they may have won.



12. Multiple Entries: Unless otherwise permitted by the Specific Terms, no person may enter any promotion more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company.
13. Retrospective Effect: where an entrant or prize-winner has not complied fully with the generic terms and specific promotion terms, or has been found to be in breach of any of the terms and conditions of a promotion and in particular where a person is in breach of the entry restrictions, the Promoter may nevertheless still enforce our right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has already been awarded and/or actually provided to the entrant or prize-winner in question.
14. No fees shall be payable to any entrant in relation to their entry in any promotion. Obtaining time off work and/or study or related activities to participate in a promotion and/or use a prize. All related costs/time off will be at the sole and absolute responsibility of each entrant or person using the prize.

### Prizes

15. The Promoter reserve in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered. Where a prize is won by a person younger than 18, we reserve the right to award the prize to the prize-winner's parent or guardian on behalf of the prize-winner.
16. The colour, style, size and model of the prize will be the decision of the Promoters unless stated otherwise. Any pictures depicting the prizes on any media or promotional material are for depiction purposes only and in certain instances the actual prizes may differ. The promotion does not constitute an endorsement or recommendation of the products or services being offered as prizes.
17. The Promoter will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our control.
18. Where prizes are to be delivered to the personal address of a winner, the prize will only be delivered to an address within the UK and will only be sent once. Should a prize winner's contact details change, it is their responsibility to notify us or the contact persons for the relevant promotion.
19. We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's license, proof of residence and proof of address in the form of a utility bill. In the event that a prize winner cannot provide us with the proofs mentioned above which are reasonably acceptable to the Promoter, we may withdraw the prize and select another prize winner in the same manner as the first.
20. All prizes are subject to availability, non-transferable and non-exchangeable. Where prizes consist of entry tickets, attendance at events, holidays and similar time-specific benefits, they must be taken on the dates specified by us. If a prize winner does not take any element of a prize at the time stipulated by us (or any relevant third party prize provider) then that element of the prize will be forfeited by the winner and no replacement prize will be granted. No cash will be awarded in lieu of that prize or part of it.
21. Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.



22. Winners shall be responsible for obtaining any insurance which may be required or prudent in relation to any prize awarded to them. We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purposes, merchantability or otherwise. We reserve the right to disqualify entrants from entering our promotions or prize-winners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.
23. **No additional, further or other costs or expenses are included in any prize unless expressly stated.** For example, the costs of transport to and from a venue or an event, parking charges, gratuities, excursions, spending money and other costs of a personal nature, are not included, and any accommodation prize includes basic room charge only.
24. Unless stated otherwise, the name(s) and country of all promotion winner(s) will be available during the period commencing one month after the promotion closing date and ending four months after the promotion closing date upon application with a SAE to the address specified in the Specific Terms.

### *Holiday Prizes*

25. Because of their complexity, we have certain special terms that apply to holiday prizes. Where holiday prizes include a place for a travelling companion(s) (i.e. a holiday for the prize winner plus guest(s)) then these terms also apply to those persons.
26. Unless otherwise stated, insurance is not provided as part of any holiday prize. It will be each prize winner's and (if applicable) their travelling companion's responsibility to take out at their own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to be taken. All insurance, spending money and other expenses, unless otherwise stated, are costs for the prize winner and are not provided as part of any holiday prize.
27. Unless otherwise stated, holiday prizes do not include any airport departure or government taxes. These must be paid by the prize winner and any travelling companion.
28. Where the prize requires international travel, the prize winner and any guest(s) must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than six (6) months following the proposed dates of travel or such other duration as may be required by any relevant regulation. Winners and any guests (if applicable) must ensure that passports have sufficient blank pages to allow for travel. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries. Passport control and in-country authorities may reserve the right to refuse entry to prize winners and/or their guest(s). We shall not be responsible for ensuring your ability to travel to your holiday destination nor for any additional costs incurred should you be refused entry.
29. Unless otherwise stated, all holiday prizes must be taken within six (6) months of the closing date of the relevant promotion or the prize will lapse. Also, all elements of the prize must be taken as part of the same trip.
30. It is the responsibility of the prize winner and any guest(s) (if applicable) to check any travel advisories issued by the Government and determine whether they wish to accept the risk of travelling to the holiday destination. We will not be responsible for any loss or damage suffered by any prize winner and their guest(s) (if applicable) arising out of their failure to follow any travel advisories issued by the Government.
31. The prize winner and their guest(s) (if applicable) must comply with and are responsible for obtaining any inoculation and health regulations required by any holiday prize destination country.



32. The prize winner and their guest(s) (if applicable) must travel on the same flights in both directions, and the holiday prizes/flights are subject to hotel or airline terms and conditions.
33. Once tickets have been issued, they are only valid for dates and times shown so travel must be taken at the stated times, no alternatives are available. Additional charges for name changes once confirmed will be at the costs of the winner.
34. All transport tickets and hotel dates are subject to availability. A round trip flight is included as part of the prize. Check-in luggage for passengers will be at the cheapest standard T&C rate of each air carrier (size, weight, etc.).
35. Guests of the winner (if applicable) must be over the age of 18 unless stated otherwise. Take note that where Promoter has indicated that guests may be below the age of 18 years of age, such guests must provide written parental consent to travel unless accompanied by their parent or legal guardian.
36. If a booking is cancelled by the winner, no alternative tickets will be issued and for the avoidance of doubt, no compensation and/or refund and/or alternative prize will be provided by the Promoter.
37. Winners are responsible for the behaviour of themselves and their guests whilst taking the Prize. The Promoter reserves the right in its absolute discretion to exclude the winner and/or guest from participation in the Prize if any party fails to comply with the directions of the Promoter, Airline or any companies associated with the Prize or the winner and/or guests act in a manner that is dangerous to themselves or to the public or is anti-social in any manner or which causes a disturbance or nuisance to others.
38. The Promoter will not be liable or responsible for any loss or damage suffered by any prize winner or their guest (if applicable) should any prize winner or their guest (if applicable) not redeem a holiday prize as a result of any Government travel warning or advisory applicable to the destination country and/or countries or for any other failure on their part to travel. In particular, we shall have no obligation to substitute any alternative prize, cash equivalent or other compensation where a prize winner and/or their guest (if applicable) fail to redeem a holiday prize for any reason.
39. Prize winners and their guest(s) must comply with the terms and limitations of airlines, other transport providers, and the venues involved in the provision of any holiday prize, including any insurance policy relating to the holiday. In particular, entrants must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
40. Travel restrictions may apply over peak seasons such as but not limited to Easter, Bank Holidays, Christmas and New Year.

### **Events Prizes**

41. Where the prize for any promotion involves the winner's attendance at (or tickets to) an event, the prize winner acknowledges that we are not liable or responsible if any part of the event is cancelled, varied or rescheduled for any reason. If this means that the winner (and/or any accompanying guests) cannot attend the relevant event, we shall be under no obligation to provide any cash or alternative tickets.
42. Winners proposing to redeem prizes involving, or participating in any promotion where it involves, travel, stunts or physical challenges should notify us of any medical condition and we may at our absolute discretion require as a condition of entering the promotion or receiving the prize to: (i) submit to a medical examination by a medical practitioner approved by us and obtain medical clearance to participate in the promotion and/or redeem the prize; and/or (ii) execute a



legal document to exonerate us from liability in a form prescribed by us in order to participate further in the promotion and/or redeem the prize.

43. Where prizes comprise or include "meet and greet" elements with celebrities, the prize may be subject to the availability of the celebrity in question and we will have no liability for any inability or failure of any prize-winner to attend any "meet and greet" session offered on any date nor will we offer any alternative prize or cash alternative or compensation for such failure.

### **Unclaimed Prizes**

44. Where prizes are not claimed within the period specified in the Specific Terms, we reserve the right to award the relevant to alternative prize winners or not to award them at all.

### **Publicity and Personal Information**

45. Any personal data relating to participants will be used solely for the purposes of this promotion by the Promoter and/or by any agent appointed by it to assist with running the promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose without the individual's prior consent. By entering this promotion, you consent to the use of your personal data by the Promoter and/or any agent appointed by it to assist with running the promotion for the purposes of administration of the promotion (including publishing your full name and county and/or disclosing it to third parties on request if you are the winner) and any other purposes to which you have consented. To see our privacy policy visit: <http://www.pacificwestfoods.co.uk/privacy>.
46. Winners may be required to take part in related publicity, including (without limitation) publication of the name and image of a promotion winner along with their winning entry via Promoter's website, social media and other press and media channels. No additional payment will be given for this.

### **Social Media**

47. Where promotions are run on either or all of the Social Media Platforms, namely Instagram, Facebook, Twitter or LinkedIn ("Social Media Platforms"), you acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with the Social Media Platforms. You understand that you are providing your information to the Promoter and not to the Social Media Platforms, and that the Social Media Platforms has no liability for any element of the promotion.
48. By participating in any promotion involving the Social Media Platforms, to the extent permissible by law, you the entrant hereby release the Social Media Platforms (as applicable) from any and all claims, damages or liabilities arising from or relating to your participation in the promotion.
49. Where a promotion allows for entry via Social Media Platforms, entries must be made using a legitimate Social Media Platforms account (as relevant). Entries from entrants using multiple Social Media Platforms accounts are not permitted and all such entries will be disqualified and any prize award forfeited.



50. Where a promotion requires entry via Social Media Platforms, all participants must have access to the internet and an active Social Media Platforms account (as applicable). If you do not have such an account you will need to create one in order to participate and you will require an active email address in order to do this. See <https://support.twitter.com> or <https://www.facebook.com/help> or account details of the specific social media platform, for more details.
51. Any entries via the Social Media Platforms will also be subject to the specific Social Media platform (as applicable) terms of use.

### **Photographs, videos and intellectual property**

52. Where any promotion requires entrants to submit a photograph, sound or video clip of any description (collectively, "Media") as a part of entry into or participation in the promotion, Entrants:
  - a. warrant and represent that their chosen Media: (i) is original to them (ii) is submitted in good faith and (iii) has been legally obtained and created;
  - b. agree that we have the right to publish and communicate to the public the Media in any media including, but not limited to, our website and social media channels, at all times without restriction or limitation throughout the world and not only for the purposes of the promotion.
53. By entering a promotion, in relation to their entry (including but not limited to where the entry is Media) all entrants:
  - a. assign to us all rights (including present and future copyright) in their entry in all media (including, without limitation, the internet) and whether in existence now or created in the future.
  - b. agree not to assert any moral rights in respect of their entry and related publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title.
  - c. Agree the Promoter is without any obligation, compensation or other liability to you or any other person featured in your entry (and you shall be responsible for ensuring the consent of any persons featured in your entry to these terms and conditions). Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner. However, the Promoter shall be under no obligation to respond to any communication.
  - d. undertake to us that their entry does not (i) infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, regulations or terms of use; (ii) does not contain references to any other brands or trademarks; AND (iii) does not contain any defamatory, malicious, indecent, threatening or otherwise inappropriate imagery or statements, or represent a danger to health and safety and each entrant agrees to indemnify us for any loss, damage or liability arising should this provision be breached. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same.
  - e. acknowledge that we may edit the entry in our sole discretion.



- f. agree that we have the right to use entrants' names, likenesses and other personal information in conjunction with the entry.
  - g. agree not to bring against us any actions, suits, claims and demands in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their entry.
  - h. unconditionally waive their right to seek or obtain an injunction to prevent or restrict our use of their entry.
  - i. confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.
54. For the avoidance of doubt, all rights in the name and title of the promotion and the format rights for the promotion are our sole property and we may exploit the same at our absolute discretion.
55. Any promotion is in no way sponsored, endorsed or administered by, or associated with any third parties unless specified otherwise. All intellectual property remains the property of their respective owners.

#### **Tampering and other matters**

56. If for any reason any promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, we reserve the right to cancel, terminate, modify or suspend the promotion and/or any draw/s or judging related to the promotion and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.
57. Any attempt to deliberately damage any website used in connection with a promotion or the information on it, or to otherwise undermine the legitimate operation of the promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

#### **Promotion administration and exclusion of liability**

58. The Promoter may vary the terms of, or terminate, a promotion at any time where it has reasonable grounds to do so at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the promotion is terminated.
59. All Promoters decisions relating to the promotion and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.
60. Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.
61. Where a promotion involves voting, the accuracy of the pooled results received by us will be deemed to be final and binding and no correspondence will be entered into.
62. A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.



63. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prize-winner in connection with or arising out of any promotion howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph shall also apply in respect of any prize provided by a third party provider.
64. In the event that any provision of these General Terms or any Specific Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.
65. These General Terms and the Specific Terms shall be construed in accordance with and governed by the laws of United Kingdom and Republic of Ireland.