

Sharwood's Chinese New Year 2019 Hidden Pig promotion - Terms and Conditions

Please read these Terms and Conditions (the “**Terms**”) carefully. You will be legally bound by these Terms from the time you submit an entry for the Sharwood's Chinese New Year Hidden Pig promotion (the “**Promotion**”).

The Promoter and the Agency

1. Premier Foods Group Limited of Premier House, Centrium Business Park Griffiths Way, St Albans, United Kingdom, AL1 2RE is the “**Promoter**”.
2. 20ten Creative of 7-10 Charlotte Mews, London W1T 4EF is the “**Agency**”.

Eligibility

3. The Promotion is open to GB residents aged 18 or over. This Promotion excludes the agents (including the Agency) and employees of the Promoter and its group companies, the families of such agents and employees, or anyone professionally connected with the Promotion or its administration.
4. Entrants may need to provide proof of name, age and address to validate that they meet the entry requirements and can accept a prize.
5. Bill payer's permission is required. Entrants will be required to be able to call the Agency to redeem their prize.

How to Enter

6. The Promotion will begin on the 9th January 2019 (the “**Opening Time**”) and close at midnight on the 10th April 2019 inclusive (the “**Closing Time**”). The period from the Opening Time and ending at the Closing Time is called the “**Promotion Period**”.
7. Entries made through agents, third parties, organised groups or any entry duplication method will not be accepted.
8. To enter, entrants need to, during the Promotion Period:
 - (a) Purchase a Sharwood's promotional pack at participating Tesco stores;
 - (b) Look through the jar once used to find the 'Hidden Pig' and a unique code printed on the back of the jar's label. If you find the hidden pig on the label, you've won a prize. Winning packs only eligible for a prize;
 - (c) Please retain proof of purchase, the winning jar and label. The Promoter reserves the right to refuse the entry if the proof of purchase, the winning jar, or label are unable to be provided;
 - (d) Call the Agency on 0808 168 7403 to redeem your prize; and
 - (e) Jars without a code printed on the back of the jar's label will not be eligible for a prize.
9. All entries must be received by the Agency no later than the Closing Time. All entries received after the Closing Time are automatically disqualified.

The Prizes

10. The winners will win from a selection of 50 cash prizes with the top prize of £2019 being available. The winners will be notified at the time of redeeming their prize which prize they have won; each winning code corresponds to a specific prize.
11. The full list of prizes are as follows:
 - 1 x £2019
 - 3 x £1000
 - 3 x £500
 - 3 x £250
 - 40 x £50
12. The Prizes are non-negotiable or transferable.
13. Which prize a winner has won will be confirmed by the Agency once they have provided the Agency with a winning code. Delivery of the prize will be via cheque to the winner's home address. Please ensure that someone over the age of 18 is available at the address provided to receive the prize. Neither the Promoter nor the Agency take any responsibility for any prize that is unable to be delivered.

Data Protection and Marketing

14. All entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned. By submitting your entry and any accompanying material, each entrant agrees to:
 - (a) assign to the Promoter all intellectual property rights in your promotion entry and any accompanying material with full title guarantee; and
 - (b) waive all moral rights
15. By entering the Promotion, each entrant agrees that any personal information provided by them with their entry may be held and used by the Promoter or its agents (including the Agency) and its suppliers solely for the purpose of administering this Promotion. Please see our Promotion Privacy Notice, at the end of these Terms and Conditions, for full details on how we handle your personal information.
16. The winners may be required to take part in non-paid publicity or advertising relating to the Promotion, which may include having their photograph taken for promotional and press purposes. The winners agrees that the Promoter may use their name, image and town or county of residence to announce them as the winners of the Promotion and for any other purpose of promoting the Promotion, the Promoter's business and business activities.
17. To receive the name of the winners and county of residence of the winners, please email sharwoods@promotioncustomerservices.com within 3 months of the Closing Time.

Limitation of Liability

18. Insofar as is permitted by law, the Promoter, its agents (including the Agency) or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

General

19. By entering the Promotion, you are agreeing to be bound by (i) these Terms and, to the extent applicable (ii) the Premier Foods Group Limited website general terms of use: <https://www.premierfoods.co.uk/terms-of-site-use>; and (iii) the Promoter's Privacy Notice (see end of these Terms). Any entries that do not comply in full with these Terms and the applicable terms set out in this clause will be disqualified.
20. Any decision of the Promoter as to eligibility to take part in the Promotion or the result of the Promotion will be final and no correspondence or discussion will be entered into. The Promoter accepts no responsibility for entries that are incomplete, delayed, lost, damaged or unreadable whether due to failure or non-availability of the website, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind, or the submission of incomplete information or any other reason.
21. The Promoter reserves the right to delay, postpone or cancel the Promotion in the event of circumstances outside its reasonable control, which it considers necessary.
22. The Promotion and these Terms are subject to the laws of England and Wales. Any disputes must be referred to the English courts.

PREMIER FOODS PLC



PROMOTION PRIVACY NOTICE

All references to 'our', 'us', 'we', 'company' or "Premier Foods" within this policy are deemed to refer to Premier Foods plc, its subsidiaries, affiliates and associates we are a 'controller' for the purposes of the General Data Protection Regulation (EU) 2016/679 ("Data Protection Laws").

We take your privacy very seriously. We ask that you read this Privacy Notice carefully as it contains important information about our processing and your rights.

How to contact us

If you have any questions about this Privacy Notice, how we handle your personal data, or want to exercise any of your rights, please contact our Data Privacy Officer either:

By post: Premier House, Centrium Park, Griffiths Way, St Albans, AL1 2RE; or

By email: privacy@premierfoods.co.uk



Changes to the Privacy Notice

We may change this Privacy Notice from time to time. You should check this Privacy Notice occasionally to ensure you are aware of the most recent version that will apply.

WHAT PERSONAL DATA DO WE COLLECT AND WHY?

If you are a winner of our Promotion, you understand that we and / or our service providers may contact you and ask you to provide your full name and a delivery address to enable us to deliver your prize to you. You understand that we will collect, hold and process such personal data to the extent necessary to:

- administer the competition;
- to send the prize to you, if you are a winner of a prize;
- to announce you as a winner of the prize, if we receive a request for a list of winners in accordance with our competition terms and conditions. We may use your title, surname and county of residence to announce you as the winner of the prize.



HOW IS PROCESSING YOUR PERSONAL DATA LAWFUL?

We are allowed to process your personal data on the basis that it is in our legitimate interests to:

- administer your entry to the competition,
- if you win the competition, contact you, announce you as winner or for the purposes of publicity;
- respond to enquiries, complaints and requests in order to serve our customers. We will only use your personal data for this purpose. If you are an existing customer, we may add information about the enquiry, complaint or request to other records we hold about you so we can provide a better customer service; and
- send you material you have requested, using the data you have provided.

Please be aware that you have the right to object to the processing of your data of any of the legitimate interests identified.



WHO WILL HAVE ACCESS TO YOUR PERSONAL DATA?

Like any business, we use service providers to assist us in administering our competitions and to assist us with other services, such as customer service. Some of these service providers will process your data as part of the services they offer to us. We take steps to ensure that our service providers treat your data in accordance with the law, only use it in accordance with our contract with them and keep it secure.

Service provider	Reason for processing
CPM International Group	Customer services intermediary
20Ten Creative	Marketing agency who will administer the competition, contact the winner, and send the prize. The marketing agency will also respond to any consumer queries. Any consumer complaints will be escalated to CPM International Group.

How we keep your data secure

We strive to implement appropriate technical and organisational measures in order to protect your personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorised disclosure or access and any other unlawful forms of processing. We aim to ensure that the level of security and the measures adopted to protect your personal data are appropriate for the risks

presented by the nature and use of your personal data. We follow recognised industry practices for protecting our IT environment and physical facilities.

WHEN WILL WE DELETE YOUR DATA?



The table below provides details about how long we will process your data.

Data we process	How long this will be held for
Complaints data	For a period of up to 6 years from date of last contact. If you have an existing complaint on file, the new complaint may be added to other information that we hold about you as a customer.
Competitions	We hold the entrant's data for a period of 2 months from the competition closing date.

YOUR RIGHTS



As a data subject, you have the following legal rights:

- the right of access to personal data relating to you
- the right to correct any mistakes in your information
- the right to ask us to stop contacting you with direct marketing
- the right to prevent your personal data being processed in some circumstances
- The right to object to processing of your data where processed on the grounds of legitimate interests
- the right to erasure in some circumstances

If you would like to exercise your rights, please contact us at the details set out above.

We will respond to any rights that you exercise within a month of receiving your request, unless the request is particularly complex, in which case we will respond within three months.

Please note that exceptions apply to some of these rights which we will apply in accordance with the law.

Complaints to the regulator

If you do not think that we have processed your data in accordance with this Privacy Notice, you should let us know as soon as possible. You also have the right to complain to the Information Commissioner's Office. Information about how to do this is available on his website at www.ico.org.uk.