

**KP SNACKS LOCAL LEGENDS COMPETITION IN PARTNERSHIP WITH
CONVENIENCE STORE
TERMS AND CONDITIONS**

- 1 These are the general terms and conditions ("**Terms**") that govern the relationship between you, the entrant ("**Participant**", "**you**", "**your(s)**") and KP Snacks Limited of The Urban Building, 3-9 Albert Street, Slough, Berkshire, SL1 2BE. (the "**Promoter**", "**we**", "**our**", "**us**") in respect of the Local Legends prize competition ("**Promotion**") operated by the Promoter.

ELIGIBILITY

- 2 The following are not eligible to participate in the Promotion: (i) employees of the Promoter and William Reed Business Media, its respective subsidiaries and associated companies, any advertising and promotional agencies or the prize suppliers, (ii) immediate family members of such employees or of anyone with whom such employees are domiciled and (iii) the independent observer. In these Terms, "immediate family" includes mother, father, brothers, sisters, sons, daughters, in laws, spouse or partner.
- 3 By entering the Promotion you are confirming you:
 - (a) have the legal capacity to do so (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract);
 - (b) have the consent of the convenience business who you are nominating to receive the prize (the "**Nominee**");
 - (c) the Nominee is eligible to collect the Prize in accordance with these Terms;
 - (d) both you and the operator of the Nominee who may be accepting the Prize (as defined below) is aged eighteen (18) or over;
 - (e) are resident in the UK;
 - (f) the nominee operates a convenience store located in the UK that distributes, among other things bagged snacks; and
 - (g) agree to be bound by these Terms.
- 4 The Promoter may require you to provide proof that you are eligible to enter the competition.

- 5 The Promoter will not accept Promotion entries that are:
 - (a) automatically generated by computer;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) not original or copied from a third party; or
 - (e) incomplete.

- 6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Promotion.

- 7 Competition entries cannot be returned so we recommend you retain a copy of your entry.

HOW TO ENTER

- 8 Entry to the Promotion is restricted to one (1) entry per Nominee.

- 9 The Promotion runs between 00:01 on 3 August 2020 to 23:59 on 27 August 2020 (the “**Closing Date**”) inclusive (the “**Promotion Period**”). Only entries received by or on behalf of the Promoter during the Promotion Period will be accepted into the Promotion.

- 10 All Promotion entries must be received by the Promoter by no later than 23:59 on the Closing Date. All Promotion entries received after the Closing Date are automatically disqualified

- 11 To enter the Promotion enter the competition online and submitting the online entry form provided on [WEBSITE] (the “**Website**”) by the Closing Date.

- 12 No purchase necessary and there is no charge to enter

- 13 By submitting a Promotion entry, you are agreeing to be bound by these Terms.

- 14 For help with entries, please see the Website.

PRIZE

- 15 The prizes must be accepted as awarded and are non-transferable or convertible to cash or other substitutes. If due to circumstances beyond our control we are unable to provide the stated prizes, we reserve the right to award a substitute prizes of equal or greater value.
- 16 There are five “First Prizes” to be won and each First Prize consists of the following:
- (a) a £500 donation made by the Promoter to a Registered Charity of the winning Participant’s choice, subject to clause 19;
 - (b) £250 (at RRP) of the Promoter’s ‘super 7’ product stock, subject to availability. The Winning Participant may request a mixture of the following 1. Hula Hoops Big Hoops BBQ, 2. Skips, 3. Nik Naks Nice ‘n’ Spicy, 4. McCoy’s Flame Grilled Steak, 5. Space Raiders Beef, 6. Butterkist Toffee Popcorn, 7. KP Nuts Original Salted Peanuts – skus may vary (“**Super 7 Stock**”);
 - (c) A pair of tickets to GroceryAid Barcode Festival;
 - (d) £250 of Love2shop vouchers; and
 - (e) a ‘Local Legends’ plaque provided by the Promoter to the Winning Nominee to display in its store.
- 17 There are also five Runner-up Prizes to be won and each Runner-up Prize consists of the following:
- (a) £200 (at RRP) of the Promoter’s Super 7 Stock, subject to availability; and
 - (b) The associated winning Nominee will receive £100 of Love2shop vouchers.
- 18 The £500 charitable donation must be made to a registered charity (registered with either the Charity Commission for England and Wales, Charity Commission for Northern Ireland or the Office of the Scottish Charity Regulator) and subject to relevant financial checks of that charity. Promoter has the right to request the winning Participator picks another charity if the charity is not in conformance with these terms or if it does comply with the Promoter’s high standards of business ethics.

WINNER’S SELECTION

- 19 The Promotion entries will be judged by a panel of at least three judges including a representative from the Promoter, Convenience Store & GroceryAid based on the most apt and original answer to the question posed in the entry form. The decision of

the panel of judges (acting reasonably) will be final. Appointed judges include Matt Collins, KP Snacks, Aidan Fortune, Convenience Store and XXX, GroceryAid

- 20 We will endeavour to notify each winning Participant and winning Nomineer by email or telephone provided with the Promotion entry within 40 after the Closing Date
- 21 Please allow 30 days for delivery of the prizes following confirmation of the delivery addresses
- 22 The prize may not be claimed by a third party on your behalf except in relation to those parts of the Prizes that are to be delivered to the Nominee.
- 23 If a winning Participant or Nominee cannot be contacted after two (2) attempts within five (5) business days of the judging Date, we reserve the right to select an alternate winner from the entries that were received before the Closing Date.
- 24 We reserve the right to select an alternative winner in the event that we have reasonable grounds for believing that a winner has contravened any of these Terms.
- 25 The Promoter does not accept any responsibility if you or a Nominee are not able to take up any prize.
- 26 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 27 A list of winning Participants' surname or store name, their county and winning entry will be available after the Closing Date on www.conveniencestore.co.uk for one month
- 28 If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter via Another Word Communications on hello@anotherword.com In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

LIMITATION OF LIABILITY

- 29 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner 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.

OWNERSHIP OF PROMOTION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

- 30 All Promotion entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 31 By submitting your Promotion entry and any accompanying material, you agree to:
- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
 - (b) waive all moral rights,
- in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- 32 You agree that the Promoter may, but is not required to, make your entry available on www.conveniencestore.co.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry [and any accompanying materials], to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes

DATA PROTECTION AND PUBLICITY

- 33 Personal information collected from Participants will be used by us and William Reed in connection with the Promotion and will not be disclosed to any other third party except for the purpose of operating the Promotion and fulfilling prizes where applicable. The Participants' and Nominees' information will be shared by the Judging Panel set out above, specifically their names, postal addresses, telephone numbers and/or e-mail addresses, only to the extent that this information is required

to award the prizes for the Promotion. You understand and acknowledge that to the extent the data submitted by You in connection with a Promotion amounts to personal information, such personal information will be processed in accordance with the requirements of applicable data protection laws, these Terms and William Reed's privacy policy as set out at https://www.william-reed.com/William-Reed-Group-Privacy-Notice?utm_source=conveniencestore&utm_medium=website&utm_campaign=footer_links

- 34 By entering the Promotion, you agree to the use of your name, address, and or photograph or other likeness, as well as your appearance at publicity events without any additional compensation and as required by the Promoter if you are declared a winner.

GENERAL

- 35 By participating in the Promotion, you agree to be bound by these Terms (which may be amended or varied at any time by us with or without notice), by the terms, conditions and policies of any third party websites on which this Promotion is operated and by our decisions, which are final in all matters relating to these Terms, the Promotion, the draw, the winner(s) selection and/or the results and no correspondence or discussion shall be entered into.
- 36 All changes to the Terms will be posted in revised terms and conditions **(INSERT WEB ADDRESS ONCE KNOWN)**.
- 37 We accept no responsibility for any incorrect or inaccurate information and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, line failure, theft or destruction or unauthorised access to Entries and/or the Website and/or any third party websites on which the Promotion is operated, for Entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control (to the fullest extent permitted by law).

- 38 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Promotion.
- 39 The Promoter reserves the right to hold void, suspend, cancel, or Promotion where it becomes necessary to do so
- 40 These Terms shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the English Courts.