

## Homepride Social Media Promo Terms and Conditions & Privacy Notice

### Homepride Social Media Promotions Terms and Conditions (UK Only)

Please read these Terms and Conditions (the “**Terms**”) carefully. These Terms apply to promotions, prize draws or competitions (“**Promotion**”) which are administered by Premier Foods Group Limited via its Homepride social media platforms.

#### The Promoter and Agency

1. Premier Foods Group Limited of Premier House, Centrium Business Park Griffiths Way, St. Albans, United Kingdom, AL1 2RE is the “**Promoter**” and Altavia UK of Mercury House 8 Sandy Way, Grange Park, Northampton, NN4 5EJ is the “**Agency**”

#### Social Media Promotion Post

2. The Promoter may invite social media users and followers to engage with, and enter into Promotions via, its social media account(s) for its Homepride brand.
3. In order to allow such users and followers to enter into a Promotion, the Promoter will post on the wall of the relevant social media platform page, story or grid (or other equivalent) with details of the Promotion (a “**Promotion Post**”), which shall include the following information (to the extent relevant):
  - i. The Promotion opening and closing date (the “**Closing Date**”).
  - ii. The country or geographical region in which the Promotion will be open for entries (e.g. UK or Great Britain (England, Wales and Scotland)).
  - iii. The specific instructions for entry into the Promotion (“**Entry Instructions**”) which may include, for example, a user following the relevant Homepride social media account, a user liking the Promotion Post, a user tagging a friend in the comments section of the Promotion Post and/or any other instructions which the Promoter may specify within the Promotion Post.
  - iv. The number and description of the available prize(s) (the “**Prize(s)**”).
  - v. The method of selecting the winner(s) (the “**Winner(s)**”).
  - vi. The maximum number of entries per person (the “**Maximum Entry Restriction**”), if such a restriction is to apply.
  - vii. The maximum number of Prizes which will be awarded per person (the “**Maximum Prize Restriction**”), if such a restriction is to apply.
  - viii. A web link to these Terms and the Privacy Notice below.
4. In the event of any conflict between these Terms and the terms of a Promotion Post, the terms of the Promotion Post will prevail.

#### Eligibility

5. The Promotion is open to residents of the country or geographical region specified in the Promotion Post who are aged 18 or over and are the registered user of a valid account with the relevant social media platform on which the Promotion Post features.
6. This Promotion is not open to the agents 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.
7. The Promoter reserves the right to verify the eligibility of entries. Entrants may need to provide proof of name, age and address to validate that they meet the entry requirements and can accept the Prize.
8. Internet access and a social media account on the relevant platform which permits direct messages from the Promoter are required to enter the Promotion.

## **Promotion Period**

9. Participants will be able to enter the Promotion from the time of the Promotion Post until 23.59 on the Closing Date (the "**Promotion Period**").

## **How to Enter**

10. To enter the Promotion, participants must follow the Entry Instructions during the relevant Promotion Period.
11. All entries must be completed correctly in accordance with the Entry Instructions and received by the Promoter during the relevant Promotion Period. All entries which do not comply with the Entry Instructions or which are entered outside the Promotion Period will not be accepted by the Promoter.
12. If the Promotion Post states that a Maximum Entry Restriction is to apply, then any entries in excess of the Maximum Entry Restriction will not be accepted. Entries made through agents, third parties, organised groups or any entry duplication method will not be accepted.
13. Entrants must ensure that their entries:
  - i. comply with the Entry Instructions and include all the information and content required as part of them;
  - ii. are their own original work and where photographs are required for entry into the competition, should only include photos taken by the entrant themselves and should not include any other individuals unless such individual has consented to appearing in the photograph for the purpose of enabling the entrant to enter this Promotion;
  - iii. do not include any people other than (if the participant wishes) the participant themselves;
  - iv. do not include any brands, logos, trade marks or branded products (other than the Homepride brand or the Homepride product(s));
  - v. are not, in the Promoter's reasonable opinion, violent, obscene or offensive;
  - vi. are not defamatory or disparaging about the Promoter, its products or any other people, products or companies;
  - vii. do not refer to or compare competitor products;
  - viii. do not depict alcohol, illegal drugs, tobacco, firearms/weapons, or any activities that may appear unsafe or dangerous or illegal;
  - ix. are not, in the Promoter's reasonable opinion sexually explicit or suggestive;
  - x. are in compliance with the rules, policies and terms of service of the social media platform where they are posted and all applicable laws, regulations and code rules (and would not place the Promoter in breach of any such rules, policies, terms of service or applicable laws, regulations and codes, as determined by the Promoter in its sole discretion);
  - xi. are otherwise appropriate and suitable for presentation in a public forum (as determined by the Promoter in its sole discretion);
  - xii. do not infringe any third party rights (including without limitation in copyright, trade marks, moral rights, rights of privacy/publicity or any other intellectual property rights).
14. Entries which, in the Promoter's opinion are in breach of clause 13 or may be deemed offensive, discriminatory, inappropriate, defamatory or which are unlawful or in breach of these Terms will not be accepted and will be disqualified.
15. The Promoter may in its sole discretion, alter or remove any content posted on the Promoter's platforms or require any participant to alter or remove any content posted on their own feed or platform in connection with the Promotion.
16. The Promoter reserves the right to disqualify any entrant it believes not to be participating within the spirit of the promotion or suspects of participating in any unfair or unjust behaviour.

17. Participants understand that they are posting at their sole risk and that they are solely responsible for compliance with the rules, policies and terms of service of the social media platform where they are posting.
18. Entries that are not submitted in accordance with these Terms and/or that are delayed, damaged, incomplete, altered, illegible or otherwise defective (or which the Promoter cannot identify due to the removal of the participants' post, the suspension or termination of the participant's social media account or their posts being filtered out of by the social media platform's searches) will be disqualified.
19. Any questions, comments or complaints regarding this Promotion should be directed to the Agency via Homepride's social media account inbox on the platform on which the Promotion Post appears.
20. This Promotion is in no way sponsored, endorsed, or administered by any social media platform in which it may appear or by ASDA. The social media platform is completely released of all liability by each entrant in this Promotion. Each entrant accepts that the social media platform shall have no responsibility or liability to them in respect of or, in connection with this Promotion and further agree that the social media platform shall be released of any responsibility or liability in respect of this Promotion.
21. If at any time you wish to withdraw from the Promotion, please send a direct message to the Agency via Homepride's social media account inbox on the platform on which the Promotion Post appears.

#### **Selection of the Winner(s)**

22. At the end of each Promotion Period, the Winner(s) will be selected at random by a verifiably random computer method from all valid and eligible entries submitted in accordance with these Terms.
23. If the Promotion Post states that a Maximum Prize Restriction applies, then entrants will not be permitted to win any number of Prizes in excess of the Maximum Prize Restriction. If after the Promotion draw an entrant has won any Prizes in excess of the Maximum Prize Restriction, then the Promoter shall offer the excess Prizes to the next eligible entrant in accordance with clause 22.
24. The Winners will be notified at the end of each relevant Promotion Period in accordance with clause 28.

#### **The Prize**

25. The Prize(s) will be detailed on the Promotion Post.
26. There is no cash alternative to the Prize(s). All Prize(s) are subject to availability and the Promoter reserves the right (but is not obliged) to substitute reasonably equivalent alternative Prize(s) (or component of the Prize(s)), of equal or greater value, should circumstances make this necessary.
27. The Prize(s) is / are not refundable, negotiable or transferable.

#### **Winner Announcement and Delivery of the Prize**

28. Each Winner will be contacted and notified that they have won the Prize(s) by way of a direct message on the social media platform within seven (7) days of the end of the Promotion Period (the "**Notification Date**").
29. Participants who have not won any Prize(s) will not be notified.

30. If you are a Winner, you will have seven (7) days from the relevant Notification Date to respond to the message and provide a delivery address or email address for the Prize(s). If you do not respond to the message and/or claim the Prize by this date your claim to the Prize will become invalid. The Promoter reserves the right to offer the Prize(s) to the next eligible entrant selected in accordance with the method set out in clause 22 of these Terms, should the Winner not be eligible for the Prize(s), a Winner's claim becomes invalid or, if the Winner cannot accept the Prize(s) for any reason.
31. If the Prize(s) will be sent by post it will be sent by the Agency to the delivery address supplied by the Winner. The Winner or, an individual aged 18 or over nominated by the Winner, will be required to be available at the delivery address to accept and sign for delivery of the Prize.
32. If the Prize(s) will be sent by email (e.g. an e-voucher or e-gift card) it will be sent by the Agency to the email address supplied by the Winner.

### **General**

33. By entering into the Promotion, each entrant agrees that the Promoter may publish, use, edit, alter and duplicate the entry, including without limitation by reposting the entry on its social media pages.
34. 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. Entrants also acknowledge and agree that, in the event that they are selected as a Winner then their personal data as described in clauses 30 and 31 may be used for the purpose set out in these clauses. Please see our Promotion Privacy Notice, at the end of these Terms, for full details on how we handle your personal information.
35. The Winner(s) 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 Winner(s) agree that the Promoter may use their name, image and town or county of residence to announce them as the Winner(s) of the Promotion and for any other purpose of promoting the Promotion, the Promoter's business and business activities
36. The name and county of the Winner(s) and the Prize(s) will (unless the Winner has objected on lawful grounds) be made available on receipt of a self-addressed pre-paid envelope received by the Promoter at Premier House, Centrium Business Park Griffiths Way, St. Albans, United Kingdom, AL1 2RE within 3 months of the Closing Date.
37. The Promoter accepts no responsibility or liability for (a) any entries which are not received due to the use of incorrect or inaccurate entry information, any faulty or failed electronic data transmissions, or for any other reason; (b) any unauthorised access to, or theft, destruction or alteration of entries at any point in the operation of the Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of any network or wireless service, the Internet and/or any website; or (e) any injury or damage to any person's computer(s) or mobile device(s) which may be related to or result from any attempt to participate in the Promotion or to download any materials in connection with the Promotion.
38. 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 Winner(s) 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.

39. 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 social media platform's term of service. Any entries that do not comply in full with these Terms and the applicable terms set out in this clause will be disqualified.
40. Any decision of the Promoter will be final and no correspondence or discussion will be entered into.
41. The Promoter reserves the right to delay, postpone or cancel the Promotion in the event of circumstances outside its reasonable control, which it considers make it necessary for it to do so.
42. The Promotion and these Terms are subject the laws of England and Wales. Any disputes must be referred to the English courts

# PREMIER FOODS GROUP LIMITED



## 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](mailto: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?

### ➤ Social media competition entries

If you enter one of our social media competitions, we and / or our service providers (please see below) may collect your name (as it appears on your social media account name), in order to administer the competition (i.e. to collate entries and select a winning entry in accordance with our competition terms and conditions). If you are selected as a winner of our competition, you understand that we and / or our service providers may announce you as the winner of the prize on the promotion post on the social media channels on which the promotion is advertised, send you a private messages or ask you to send us a private message (via the social media account you used to submit your winning entry) so that you can provide us with your full name, delivery address and/or email 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 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.

If you are the winner of a prize, we may also ask you to participate in non-paid publicity and advertising for the purpose of promoting the competition, our brands and our business activities and we may use your name, county of residence and / or your image to do this.

### **Sensitive personal data provided by you**

We do not collect any sensitive personal data about you.

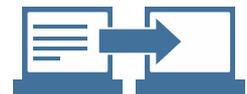
## **HOW IS PROCESSING YOUR PERSONAL DATA LAWFUL?**



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.

<b>Service provider</b>	<b>Reason for processing</b>
CPM International Group	Customer services intermediary.
Altavia UK Group Limited	Marketing agency who will administer the competition, contact the winner via the relevant social media account, announce the winner and request the winner's full name and delivery address to enable it to deliver the prize. The marketing agency will also respond to any consumer queries made on our social media channels. 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.

<b>Data we process</b>	<b>How long this will be held for</b>
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 3 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](http://www.ico.org.uk).