

## **World Nutella Day Giveaway Promotion Short Terms and Conditions**

The promotion is open to caterers, and foodservice professionals in the United Kingdom. Open from 00:00 on 5<sup>th</sup> November 2022 – 23:59 on 5<sup>th</sup> February 2023. Only one entry per catering business. To enter visit <https://www.ferrerofoodservice.com/uk/en/world-nutella-day-2023> and complete and submit the pre-written email. No purchase necessary. Internet access required. World Nutella Day POS Kit: The first 250 verified entrants will each win a World Nutella Day POS kit containing 100 World Nutella Day cups (including lids) and 1 x Nutella 5kg Jar unit display. Prize Draw: The first 250 verified entrants will also be entered into a Prize Draw. Prize: There is one Prize available to be won comprising one year's supply of Nutella which includes 12x 3kg tubs of Nutella and 6x cases of 15g x 120 Nutella portion packs. For full Ts & Cs and prize details visit [www.ferrerofoodservice.com/uk/en/competition-terms-and-conditions](http://www.ferrerofoodservice.com/uk/en/competition-terms-and-conditions). Promoter: Ferrero UK Limited, 889 Greenford Road, Greenford UB6 0HE.

## **World Nutella Day Giveaway Promotion Full Terms and Conditions**

1. By entering this promotion, entrants agree to be bound by these Terms and Conditions governing this promotion and by any other requirements set out in related promotional materials.
2. The promotion is only open to caterers and food service professionals located in the United Kingdom, excluding employees, and their immediate families, of the Promoter or any company affiliated with the Promoter, their agents or any other persons professionally connected with the draw.
3. The promotion will begin at 00:00 on 5<sup>th</sup> November 2022 and will end at 23:59 on 5<sup>th</sup> February 2023 ("Promotion Period").

**To enter:** Go to the Ferrero Foodservice website <https://www.ferrerofoodservice.com/uk/en/world-nutella-day-2023> and submit the information via the pre-written email provided on this page. The details required for entry are as follows:

- a. entrant's name;
  - b. company name;
  - c. type of business;
  - d. entrant's contact number; and
  - e. entrant's business address.
4. Each entrant:
    - a. may only submit one entry; and
    - b. must be a member/employee/director of an established catering business or food services professional in the UK.
  5. Internet access is required to submit an entry.
  6. No purchase is required to submit an entry.
  7. **World Nutella Day POS Kit and Prize:**
    - a. The first 250 verified entrants (the "Entrants") shall receive one World Nutella Day POS Kit ("WND POS Kit") containing 100 World Nutella Day cups (including lids) and 1x Nutella 5kg Jar

unit display (the “WND POS Kit”), to be posted to the Entrant at the address supplied in the entry.

b. The first 250 verified Entrants shall automatically be entered into a prize draw. There is one Prize available to be won (“the Prize”) comprising one year’s supply of Nutella, which includes:

- i. 12x 3kg tubs of Nutella; and
- ii. 6x cases of 15g x 120 Nutella portion packs.

8. The WND POS Kit will be sent to the Entrant by 5<sup>th</sup> January 2023. All requests for a WND POS Kit, received after 5<sup>th</sup> January 2023, will be sent out to the Entrants within 5 working days. Any requests received after 5<sup>th</sup> February 2023 will not be considered.
9. The winner of the Prize: Year’s Supply of Nutella® will be selected at random, from the first 250 verified entries received, after the end of the Promotion Period. The winner will have 7 days from 5<sup>th</sup> February 2023 to respond and confirm acceptance and their delivery address for delivery of the Prize. If the winner does not respond to the Promoter within this time, they will forfeit their Prize and the Promoter shall select another Entrant at random who shall be the winner of the Prize.
10. The Promoter’s decision is final and binding in all matters and no correspondence will be entered into.
11. The Promoter accepts no responsibility for late, incomplete, incorrectly submitted, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
12. The Entrant must, at the Promoter’s request and discretion, participate in reasonable promotional activity including a case study, and publicity surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and images in promotional material. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person’s negligence) in connection with this promotion or accepting or using the prize (including to any guests), except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
13. The WND POS Kit and the Prize are not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation, this also includes the selling of the WND POS Kit and the Prize to third parties. In the event for any reason the Entrant does not take an element of the WND POS Kit and the Prize, at the time stipulated by the Promoter, then that element of the WND POS Kit and the Prize will be forfeited by the Entrant and neither cash nor any other form of compensation will be supplied in lieu of that element of the WND POS Kit and the Prize. If for any reason a WND POS Kit and the Prize is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value.
14. The Promoter accepts no responsibility or liability in any way for the inability to meet delivery timeframes in the event of any national or local lockdowns, or any circumstances resulting from Covid-19 affecting the delivery supply chain. Should Covid-19 affect the ability to meet these deadlines, the Promoter will fulfil its obligations as soon as it is reasonably possible.
15. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries.

16. The Promoter accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the promotion. The Promoter further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with this promotion.
17. The Promoter reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this promotion with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of the Promoter in all matters under its control is final and binding and no correspondence will be entered into.
18. If an entry from the promotion is deemed not to comply with any of these conditions of entry, that entry will be discarded, and a new Entrant will be randomly selected.
19. Any entries that the Promoter considers in their absolute discretion to be dangerous, vulgar, offensive, indecent, illegal, or fraudulent will be disqualified from this Promotion.
20. These terms and conditions are governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.
21. By entering this promotion, you give the Promoter and its agencies your consent to process your personal data for the purpose of conducting this promotion only. The Promoter may disclose Entrants' personal information to its contractors and agents to assist in conducting this promotion, fulfilling the WND POS Kit and Prize or communicating with Entrants. Any personal data the Promoter or its agencies obtains, shall only be kept during the Promotion Period and for a period of three months following the end of the Promotion, following this time it shall be deleted or destroyed.
22. The Promoter is bound by the UK Data Protection Act 2018 and the UK General Data Protection Regulation 2021. Entrants can request access to the personal information the Promoter holds about them by contacting Ferrero UK, 889 Greenford Road, UB6 0HE. For further information about the Promoter's privacy policy please visit <https://www.ferrerofoodservice.com/uk/en/privacy>.
23. Promoter: Ferrero UK Limited, 889 Greenford Road, Greenford, UB6 0HE