

GRACE FOODS COMPETITION TERMS AND CONDITIONS

1. Introduction

1.1 In addition to these competition terms and conditions, competitions may also have their own specific terms and conditions (a link to which is available on the relevant competition page) (together **Competition Terms**). Acceptance of these terms and conditions includes an acceptance of the specific competition terms and conditions. Where there is any conflict between the two, the specific terms and conditions will take precedence.

1.2. These terms and conditions apply for all competitions unless otherwise stated. By entering any competition you agree that you will be legally bound by the Competition Terms.

1.3. The 'promoter' of a competition is the person legally responsible for operating it. Unless otherwise stated, the promoter is Tristar Communications Limited trading as Mi-Soul (**Mi-Soul**).

1.4 The promoter reserves the right to alter or amend the Competition Rules without prior notice and to suspend the competition or cancel the competition at any time. Any updates will be displayed here on the website.

1.5 You agree you not to do anything which might bring the promoter into disrepute or affect the reputation of the competition, the promoter or any prize provider.

2. Competition Entry

2.1. Unless otherwise stated, each contestant can enter each competition only once and in their own legal name.

2.2. Unless otherwise stated, all contestants must be over 18 years of age and usually resident in the United Kingdom.

2.3 The promoter may require an entrant or winner to provide confirmation of age or residency or any other eligibility requirement stated by any specific terms and conditions.

2.4. Employees and relatives of employees of Mi-Soul or any third party prize provider or promoter are not eligible to enter a competition.

2.5. The competition will run until the competition has been completed or has run its course. The promoter reserves the right not to give away any prize if no winner is found.

2.6 Failure to gain access to competitions due to technical difficulties, network congestion, faulty website or for any other reason is not the responsibility of the promoter. The promoter cannot be held responsible for any loss that may be incurred by listeners attempting to enter competitions. Proof of posting of any postal entry will not be proof of our receipt of that entry.

2.7 The promoter reserves the right to reject any entries that are incomplete, incomprehensible, damaged, inaudible or otherwise deficient. The promoter also reserves the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or otherwise may bring the reputation of the promoter or any third-party prize provider into disrepute.

2.8 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any competition repeatedly is prohibited.

2.9 Where an entrant or prizewinner has been found to be in breach of any of the Competition Terms, the promoter may disqualify that person and require the return or reimbursement to the promoter of any prize.

3. Prizes

3.1. Unless otherwise stated, there is no cash alternative to the advertised prizes and prizes are strictly non-transferable and non-exchangeable.

- 3.2. The promoter reserves the right in all cases to replace the stated prize with a prize that the promoter considers to be of broadly equivalent value.
- 3.3. The promoter is not responsible for any tax payable on any prize.
- 3.4. The promoter makes no representation or warranty in relation to any competition prize and to the fullest extent permitted by law, has no liability in relation to any prize, its fitness for purpose, merchantability or otherwise.
- 3.5. The promoter shall notify all prizewinners within 28 days of the closing date of the competition by email or telephone (provided a valid email address or telephone number has been provided). If we are unable to contact you using the contact details you have provided, you may as a result forfeit your prize.
- 3.6. Prizes must be claimed (by which is meant that you have acknowledged receipt of the promoter's email or telephone call and confirmed you want the prize) within 7 days from Mi-Soul first notifying you or within the time specified by the specific competition terms and conditions or required by the time specification of the event or holiday.
- 3.7. The prize is awarded on the basis promoted and, unless otherwise stated, no other additional or further costs or expenses are included e.g. the costs of transport to or from a venue.
- 3.8. If you are unable to attend the specific dates advertised in any event-based competitions no substitute will be available and you will be treated as disqualified from the competition and the promoter reserves the right to offer the prize to another entrant if it wishes. Any time off work or study to participate in a competition is the sole and absolute responsibility of each contestant.
- 3.9. Unless otherwise stated, all contestants chosen are those who have entered at the advertised time and are chosen in line with the advertised promotion of the competition. If the same name is chosen more than once, another name will be drawn.
- 3.10. Unless otherwise stated, there is only one prize per competition and all prizes are offered in good faith. It is recognised that at times genuine mistakes can occur. If a mistake has occurred, then the promoter, in its sole discretion can decide to award the prize to the person(s) who in its view was the original winner of the competition and shall have no further responsibility to any other person in this regard.
- 3.11. Prizes offered by the promoter are provided by the sponsor (**Grace Foods**). At the end of the competition the liability passes from the promoter to the sponsor for the delivery of the prize offered. If the sponsor thereafter cannot deliver the product or prize due to liquidation or otherwise, the promoter is not liable for its provision.
- 3.12. If the rules to competitions have been broken or the answer has been revealed to a contestant by any third party, such contestant may be disqualified, and the prize may be withdrawn.
- 3.13. If the prize is an amount payable, the prizewinner must have a UK bank account to qualify.

4. Publicity

- 4.1. You agree to participate, at the promoter's request, in publicity (including interviews) and you agree that the promoter shall own all intellectual property rights in, and may use at its absolute discretion, such publicity/interviews.
- 4.2. The promoter may refer to your association with the competition and/or the prize in all publicity, marketing and materials.
- 4.3. You agree that you shall not publicise your involvement in the competition or the fact that you have won a prize except with the promoter's prior written consent.
- 4.4. The promoter may publish winners' names.

5. Competition Prizes and Mechanic

5.1. The competition will run across 5/12/22 to 12/12/22 and consists of 2 elements. The first will run over 8 days (5/12/22 – 11/12/22), and the mechanic will be quiz questions in each of the 4 weekday daytime shows (5/12/22 – 9/12/22), and 3 daytime shows on each of Saturday and Sunday (10/12/22 & 11/12/22), requiring the entrants to email the answers to the studio email address. The presenter will place the names of the entrants into a randomiser and announce the winner on air. The prize in each show will be a Grace and Encona Foods hamper. The second element will run across one day (12/12/22), and the mechanic will be quiz questions across the first 3 daytime shows, requiring the entrants to email the answer to the studio email address. The presenter of the 4th daytime show (Drivetime) will place the names of all 29 hamper winners into a randomiser and then announce the winner on air. The prize, a Thai cookery experience and luxury night in London for 2 people will consist of the following:

- Return train travel for 2 people to London
- Overnight accommodation in a 4-star hotel in London
- Breakfast for 2 people in the hotel restaurant.
- Full day Thai cooking class at the School of Wok
- Dinner for 2 at SomSaaLondon for 2 people

6. General

6.1 Except as specifically set out in the Competition Terms, all conditions, warranties and representations expressed or implied by law are excluded.

6.2 Under no circumstances will either Mi-Soul or Grace Foods be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise) in relation to a competition or a prize: (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; (g) waste of management or office time; or (h) any indirect, consequential, special or exemplary damages howsoever arising from in connection with the Competition and/or Prize

6.3. You agree to indemnify us and keep us fully and effectively indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) arising from any breach or suspected breach of these Competition Terms by you or any failure by you to follow our reasonable instructions with regards to your entry into the competition or taking of any prize.

6.4. No correspondence will be entered into regarding competitions. The promoter's decision is final. Any dispute or conflict will be managed by the promoter or if required by law, by an independent adjudicator.

6.5. The promoter shall not be liable to perform any of our obligations under the competition or in respect of any prize where the promoter is unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control and whilst the promoter may (but are not obliged to) endeavour to provide an alternative prize of equal value, we shall not be liable to compensate you in such circumstances.

6.6. The Competition Terms not intended to benefit or be enforceable by any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

6.7. The Competition Terms constitute the entire agreement between you and the promoter in relation to the competition or the prize and supersede all previous agreements.

6.8 If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, such provision shall be ineffective to the extent of the courts finding without affecting the validity and enforceability of any remaining provisions.

6.9. Any failure by the promoter to enforce any of the Competition Terms does not give rise to any claim or right of action by any person and shall not be deemed to be a waiver of the promoter's rights in relation to the same.

6.10. Unless otherwise state, the Competition Terms shall be governed by and interpreted in accordance with the laws of England and Wales.