

## 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. Holiday Prizes**

**The following special terms apply to holiday prizes. Holiday prizes are also usually subject to terms and conditions required by the sponsor or promoter which will also apply.**

5.1. The competition will run across 7/2/22 to 14/2/22 and consists of 2 elements. The first will run over 5 weekdays (7/2/22 – 11/2/22), and the mechanic will be questions/trigger tracks in each of the 4 daytime shows, requiring the entrants to email the answers and their telephone numbers to the studio email address. The presenter will place the names of the entrants into a randomiser and will then call the winning number live on air. If the call is answered, then that entrant will be announced as the winner. If the call is not answered, another entrant will be drawn from the randomiser and the presenter will then call the winning number live on air. If the call is answered, then that entrant will be announced as the winner. This will continue until a call is answered. The prize will be a Grace Foods hamper. The second element will run across one day (14/2/22), and the mechanic will be one trigger track across all 4 of the daytime shows, requiring the entrants to email the answer and their telephone numbers to the studio email address. The presenter of the 4<sup>th</sup> daytime show (Drivetime) will place the first 25 entrants received into a randomiser and will then call the winning number live on air. If the call is answered, then that entrant will be announced as the winner. If the call is not answered, another entrant will be drawn from the randomiser and the presenter will then call that number live on air. If the call is answered, then that entrant will be announced as the winner. This will continue until a call is answered. The prize, an all-inclusive luxury holiday in Jamaica for 2 people will consist of the following:

- Return flights for 2 people to Montego Bay, Jamaica
- Private return transfers from the airport to the hotel.
- 7 nights accommodation at a 4–5 star hotel in Jamaica including breakfast, lunch, dinner, all drinks and snacks.
- Travel insurance

5.2. Travel is subject to availability at the discretion of NDL. Travel and excludes bank holidays, Valentine’s Day/weekend and school holiday periods, specifically the Christmas holidays, summer holidays, spring and autumn half terms and Easter in both the UK and Jamaica.

5.3 The prize includes return economy flights, all flight taxes and surcharges as well as one piece of checked baggage per person. A Saturday night stay is a requirement of your ticket. Subject to availability, departure airport used will be the winners nearest international airport that operates flights to Montego Bay. Please note, this may not be your closest airport. If you don’t hold a UK passport you may need a visa for this destination, and this should be arranged with the appropriate embassy. Although please note the cost of a visa of this kind isn’t included in your prize.

5.4. You will be staying in a 4-5\* hotel, sharing a double room with en-suite bathroom on an all-inclusive basis. If you’d prefer a twin room, we will do what we can to secure this for you, but it cannot be guaranteed.

5.5. Travel insurance is subject to normal terms of acceptance. Pre-existing medical conditions may not be covered. No age restrictions apply.

5.6. All prizes must be claimed and booked by the prize winner within 12 months from the date of our initial correspondence with them.

5.7. Entrants drawn by the randomiser who do not answer the call from the presenter, shall have no right to claim the prize.

5.8. All spending money and other expenses, not specified above are costs for the prizewinner and are not provided as part of any holiday prize.

5.9. The prizewinner and any guest must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than such duration as may be required by any relevant regulation which it is the duty of the prizewinner to find out. These passports, and their holders, must not be subject to any restrictions on the rights to travel to and from the applicable country or countries. The promoter shall not be responsible for ensuring your (or your guest) ability to travel to your holiday destination nor for any additional costs incurred should you be refused entry due to passport control and in-country authorities refusal of the right to entry to any country.

5.10. Due to the current ongoing situation with travel advice in relation to Covid-19, we would advise that you look at all the information available with regards to quarantine, vaccination, and testing requirements of the destination you are travelling to, before selecting your dates. To understand the risks in a country, including the latest COVID restrictions (including for entry), follow FCDO Travel Advice. You can find information online at <https://www.gov.uk/foreign-travel-advice> . It is your responsibility to comply with any Covid-19 checks for entering Jamaica and upon returning to the UK. NDL Group cannot be held responsible for the winner not having the correct travel documentation, test results, vaccine status or following any COVID-19 regulations.

5.11. It is the responsibility of the prizewinner and any guest to check any travel advisories issued by the UK Government and determine whether they wish to accept the risk of travelling to the holiday destination. The promoter is not be responsible for any loss or damage suffered by any prize winner and their guest arising out of their failure to follow any travel advisories issued by the UK Government or otherwise.

5.12. The prizewinner and their guest must comply with and are responsible for obtaining any inoculation and health regulations required by any holiday prize destination country.

5.13. The promoter is not liable or responsible for any loss or damage suffered by any prize winner or their guest should any prize winner or their guest not redeem a holiday prize as a result of any Government travel warning or advisory applicable to the destination country and/or countries or for any other failure on their part to travel. The promoter has no obligation to substitute any alternative prize, cash equivalent or other compensation where a prizewinner and/or their guest fail to redeem a holiday prize for any reason.

5.14. Prizewinners and their guest must comply with the terms and limitations of airlines, other transport providers, and the venues involved in the provision of any holiday prize, including any insurance policy relating to the holiday. In particular, entrants must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

5.15. Where holiday prizes include a place for a guest of the winner then these terms also apply to those persons and acceptance of these Competition Terms includes an obligation to notify the winner's guest of these Competition Terms.

## **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.