



## **McCain Text to Win Terms and Conditions**

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

- 1. The Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA.
- 2. The Supplier:** McCain Foods GB Ltd, Havers Hill, Eastfield, Scarborough, YO11 3BS.
- 3. Eligibility:** This prize promotion is open to GB (England, Wales, Scotland) residents aged 18 years or over excluding employees and their immediate families of The Promoter, The Supplier, associated agents or anyone professionally connected with the prize promotion. This prize promotion is not open in Northern Ireland.
- 4. Promotional Period:** The prize promotion opens at 07:00:00 on 18 November 2020 and closes at 23:00:00 on 8 December 2020. Daily opening time 07:00:00 and daily closing time 23:00:00 during the Promotional Period.
- 5. Entry Instructions:**
  - 1) Purchase a qualifying McCain Roasts product in a Tesco store or online at Tesco.com during the qualifying period from 07:00:00 on 18 November 2020 to 23:00:00 on 8 December 2020. Date and time of purchase must precede date and time of text entry. Please see list of qualifying products under 5.3.

- 2) Then text MCCAIN or MCCAIN1 or MCCAIN3 followed by a space, and your name and postcode to 60110. Entries may only be submitted via text.
- 3) Prize winners will receive an instant winner notification text message containing an email address to email, where they will be able to claim their prize by confirming their mobile phone number and providing proof of purchase, their name and home address details for receipt of their prize.

**Please retain receipt, as proof of purchase will be required to validate the prize win. Purchase must be made before entering by text (date and time of purchase must precede date and time of text entry). Any receipts dated after the text entry will not be accepted. Any prize winners who make a purchase after entry will be disqualified and prize award will be void.**

**Please note that all winners will also be required to provide proof of identity documenting full name and age (date of birth), and also proof of residential address, before a prize can be dispatched. Business or work addresses will not be accepted. Proof of identity and address must match the name and postcode provided in the text entry. Only official documents can be accepted as proof of identity (driving licence, identity card or passport). Council tax will not be accepted as proof of identity. Only official documents can be accepted as proof of address (council tax, valid driving licence, utility bill less than three months old or bank statement, for example). Expired proof of identity or address will not be accepted. A mobile phone bill will not be accepted as proof of address.**

#### **Qualifying products**

McCain Roasts 700g  
McCain Roasts 1.3kg  
McCain Gastro Roasts 700g

6. Please note that the promotion appears cross-media with 3 different keywords, but there is only one prize pool.
7. Participants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at network provider's standard network rate, but there is no

charge to the participant for the returned bounce back text message. Texts are not usually included in any text inclusive packages, please check with your network provider if you are not sure of your standard network rate. Users on virtual mobile networks may not be able to text the short code. Please check with your network provider. Text lines are open 24 hours until 23:59 on the closing date. Ask the bill payer before texting. If you text after the closing date, you will not be entered but you will be charged. Take care when entering the text code; the Promoter is not responsible for mistypes and you may be charged at a higher rate. If you are unable to send a text, please check with your network operator first. For technical issues only, call 0161 726 5432 between Monday and Friday from 9.30am to 5pm excluding public holidays. The Promoter does not accept responsibility for entries or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control.

- 8.** Prize winners will receive a winner notification text message, non-winners will receive a "Sorry you didn't win" message response. There is no charge to the participant for this message.
- 9.** Entry is by text only. Only one entry per person per day during the promotional period. To clarify, one entry = one receipt & one text. Each entry must be accompanied by a different receipt; a receipt can only be used once per household. A receipt cannot be shared amongst entrants. For the avoidance of doubt only one unique mobile number will be accepted per person during the promotional period, and a person can use this mobile number to enter only once per day. Any entrant using multiple mobile numbers or sharing receipts to enter the promotion will be disqualified and any prize void. A mobile phone number can only be used by one person and it cannot be shared within a household. The Promoter reserves the right to determine, in its sole and absolute discretion, whether a participant or household has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
- 10.** No third party or bulk entries. Entries via third parties, consumer groups or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes apparent that either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple mobile

phone numbers; using multiple postal addresses; acting fraudulently or dishonestly in the opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's or a household's entries or otherwise acting in violation of these terms, these participants and their household will be disqualified, and any prize entitlement will be void.

**11.** Proof of purchase alone will not be accepted as proof of entry. No responsibility can be accepted for entries that are incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.

**12. Winner Selection:** There are 200 prizes guaranteed to be won during the promotional period (gift card prizes). Prizes are allocated via open winning moments. If you enter during a winning moment, you win a prize pre-allocated to that moment. If in the event that two entries are received at the same time, the entry processed by the server first will be the winning entry. In the event that no one enters at the winning moment, that prize will remain available until the next entry.

There is a grand prize draw from all entries received during the promotional period. The winner will be drawn within 5 working days of the closing date.

**13. Prize Fund:**

**Gift card prizes:** There are 200x £100 Tesco gift cards to be won across the promotional period. Gift cards can be used in any UK Tesco store. The gift cards cannot be used online or at a Tesco petrol station. The card and balance will expire five years from purchase or last card use. Gift cards will be dispatched within 7 working days of win validation.

**Grand prize:** There is 1 grand prize consisting of £10,000 (ten thousand pounds sterling), provided via cheque or bank transfer. A UK bank account is required to accept the prize.

Any prizes claimed after 21<sup>st</sup> December 2020 will be dispatched in January 2021.

**14. Covid-19:** The Promoter/Supplier shall not be liable in any way for its inability to meet these timeframes in the event of any national or local lockdowns, or any circumstances resulting from Covid-19, which affect the prize delivery supply chain. Should Covid-19 affect the ability to meet these deadlines, the Promoter/Supplier will fulfil its obligations as soon as it is

reasonably possible.

**15. Maximum 1 gift card prize per household. A household can win a maximum of 1 gift card prize, and grand prize.**

**16. Winner Notification:**

**Gift card prizes:** The winners will be notified via text message. It is the responsibility of the entrant to ensure that they respond to the winner notification by emailing the address provided at notification, and that they provide their contact details and proof of purchase, identity, age and address as set out in Point 5.

It is the winner's responsibility to provide their correct, up-to-date details when confirming acceptance of the prize in order for their prize claim to be processed. The Promoter cannot be held responsible for a winner failing to supply accurate or complete information which affects prize acceptance or delivery of their prize.

Winners have 14 days to claim their prize. The Promoter does not accept any responsibility in the event a winner is not able to take their prize.

Any unclaimed gift card prizes or gift card prizes withdrawn for whatsoever reason will be put into a random prize draw of all entrants at the end of the promotional period, which would take place on 6 January 2021, with winners notified on 13 January 2021 by phone call or text.

**Grand Prize:** The grand prize winner will be notified by phone call or text within 5 working days of the closing date. It is the responsibility of the participant to ensure that they respond to the winner notification, either by calling the Freephone number or emailing the address provided at the point of notification, and that they provide proof of purchase, identity, age and address as set out in Point 5. If the winner does not respond within the initial 7 days, they will be texted again and given a further 7 days to respond. If contact cannot be made, or the prize is not claimed, within 14 days of the initial prize notification date an alternative winner will be drawn. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.

- 17. General:** The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.
- 18.** The Promoter's decision is final and binding. No correspondence will be entered into.
- 19.** The prize must be accepted as offered by the named winners. There is no alternative prize, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.
- 20.** The Supplier reserves the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary.
- 21.** The Promoter reserves the right, at its sole discretion, to eliminate or disqualify any entries or entrants that it regards as being in breach of these terms and conditions or the spirit of the Promotion. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.
- 22.** Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.
- 23.** The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, winner notifications or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies.
- 24.** The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Promotion in the event of any unforeseen circumstances or technical reason

outside its reasonable control, with no liability to any entrants or third parties but will use all reasonable endeavours to avoid consumer disappointment. Such circumstances include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Promoter. The Supplier bears sole responsibility for supply of the prize and Tesco cannot be held responsible for any claims relating to the prizes.

- 25.** The application and interpretation of these terms and conditions shall be governed by the law of England and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.
- 26.** Your data will be passed onto a third-party fulfilment service provider for the purposes of administering the prize and with Dunnhumby Limited for quantitative research purposes only. The surname and county of the winners will be made available to anyone who requests them by emailing [McCain@tescoprizes.com](mailto:McCain@tescoprizes.com) within 3 months of the closing date. Participants may request their name and county is not published in the event they win by emailing [McCainOptOut@tescoprizes.com](mailto:McCainOptOut@tescoprizes.com) before the closing date. Your details will not be passed onto any third party for any other purpose without prior consent. This data will be kept secure and in accordance with the requirements of the Data Protection Act. Entrants' personal data will be used and held in accordance with the Promoter's Privacy Policy.

### **Abridged Ts&Cs**

GB 18+ only. Normal exclusions apply. Purchase necessary. Promotional period opens at 07:00:00 on 18.11.2020 and closes at 23:00:00 on 08.12.2020. Daily opening time 07:00:00, daily closing time 23:00:00. 200 prizes randomly allocated by winning moments during the promotional period of a £100 Tesco gift card. 1 grand prize winner randomly drawn from all entries received during the promotional period wins £10,000, via cheque or bank transfer. Max 1 entry per person per day. Only 1 mobile number may be used per person during the entire promotional period. Max 1 gift card prize and 1 grand prize per household. Please retain receipt, proof of purchase will be required to validate win. Date and time of purchase must precede date and time of text entry. Any prize winners that make a purchase after entry will be disqualified and prize award will be void. T&Cs apply and can be found at <https://tesco.com/tesco-competitions/>. Promoter: Tesco Stores Ltd.