McVitie’s Train with Team GB 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:** United Biscuits (UK) Limited trading as Pladis, Hayes Park, Hayes End Road, Hayes, Middlesex, UB4 8EE.

3. **Eligibility:** This prize promotion is open to UK (England, Wales, Scotland and Northern Ireland) 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.

4. **Promotional Period:** The prize draw opens at 00:01 on 12th February 2020 and closes at 23:59 on 31st March 2020.

5. **Entry Instructions:** To enter, text TEAM or TEAM1 or TEAM2 or TEAM3 or TEAM4 or TEAM5 or TEAM6 or TEAM7 followed by a space, and your name and postcode to 60110. Entries may only be submitted via text.

   Please note that the promotion appears cross-media with 8 different keywords, but there is only one prize pool.

6. Participants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at service provider’s standard network rate. Texts may not be included in any text inclusive packages. 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.

7. Entry will be confirmed with a ‘Thank You’ message response. There is no charge to the
participant for this message.

8. Entry is by text only. Only one entry per person during the promotional period. For the
avoidance of doubt only one unique mobile number will be accepted per person, and a
person can use this mobile number to enter only once. Any entrant using multiple mobile
numbers to enter the promotion will be disqualified and any prize void.

9. No third party or bulk entries. Entries via third parties 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, acting fraudulently or dishonestly in the opinion of the Promoter
using identities other than their own or any other automated means in order to increase
that participant's entries or otherwise acting in violation of these terms, these participants
will be disqualified, and any prize entitlement will be void.

10. No responsibility can be accepted for entries that are incomplete, lost due to technical
reasons, corrupted, delayed or not received for whatsoever reason.

11. Prize Fund: There is one prize, consisting of a “Train With Team GB” group sporting
experience (the “Experience”) for either, and a maximum of; 50 children for gymnastics, 50
people for swimming, 40 people for multi-sports (comprising archery, fencing and laser run)
or 30 people for track cycling, to take place in September 2020. The winner can enjoy the
Experience themselves with their chosen teammates or nominate a team, club, school or
other organisation to benefit from the Prize with the prior agreement of the Supplier.
Participants must comply with any restrictions or criteria relevant to the Experience claimed.
This includes the following: gymnastics: participants must be 6-16 years, swimming:
participants must be 11+ years and able to swim 50m, track cycling: participants must be
16+ years and must be able to ride a bike and multi-sports: participants must be 12+ years. Please see further prize details below in sections 12 and 13.

12. The prize details:

- One Experience where the winner and their guests will have the opportunity to try one of the following Olympic sports: gymnastics, swimming, track cycling or a multi-sports option (comprising archery, fencing and laser run), with coaching and an Olympic athlete who has previously competed for Team GB. All participants must take part in the same sports session, multiple options cannot be chosen.
- The Experience comprises a 3-4 hour group session with a maximum of 50 children for gymnastics and swimming, 40 people for the multi-sports option, and 30 people for track cycling (with no more than 16 riders on the track at any one time).
- Coaches may arrange participants into separate groups in order to accommodate different ages and levels of experience.
- Winner to select their preferred Experience from those listed.
- The Supplier will select a suitable and available venue for the Experience that is as convenient as practicable to the Winner. Final venue selection is at the discretion of the Supplier.
- A photo opportunity will be available on the day with the Team GB athlete attending the Experience and photos will be shared on the day. The Team GB athlete attending will be subject to availability. There is no choice of athlete.
- Note that expenses connected with the Experience will not be paid, such as and for example, travel or subsistence expenses or equipment not ordinarily provided as part of the Experience.

13. Prize validity: The Experience will take place in September 2020 only on a date and at a time determined by the Supplier in consultation with the Winner. The Experience is subject to the terms and conditions of entry and participation stipulated by any venue hosting the Experience (including any health and safety and/or participant welfare guidance), the instructions of the coaches co-ordinating the sporting activities and instructions of any delivery partner responsible for staging the Experience on behalf of the Supplier.

14. Participants must comply with any restrictions or criteria relevant to the Experience claimed. This includes the following: gymnastics: participants must be 6-16 years, swimming: participants must be 11+ years and able to swim 50m, track cycling: participants must be 16+ years and must be able to ride a bike and multi-sports: participants must be 12+ years. Any participants aged under 18 years will require the written consent of a parent or legal guardian to take part in the Experience.
15. The Supplier will provide a Consent Form for participants to complete and sign in advance of the Experience, which Consent Form will confirm the participant’s eligibility and fitness to take part in the Experience and require participants to disclose any allergies or health conditions that may be relevant or which could affect the participant’s participation in the Experience. Consent Forms must be signed and returned to the Supplier’s delivery agent by all participants prior to taking part in the Experience. Everyone is welcome to take part subject to the age restrictions and experience criteria applicable to each Experience. If you or one of your teammates have reduced mobility, a disability or a medical condition that you believe might affect your ability to join in a session, please contact the prize supplier upon receiving further prize details to discuss your requirements.

16. **Winner Selection:** The winner will be drawn using a random number generator within 7 days of the closing date.

17. **Winner Notification:** The winner will be notified by text within 7 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. If the winner does not respond within the initial 7 days, they will be phoned or 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.

18. **General:** The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.

19. The Promoter’s decision is final and binding. No correspondence will be entered into.

20. The prize must be accepted as offered by the named winner. There is no cash or alternative prize, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.

21. The Supplier reserves the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary.
We reserve the right to verify the winner and ask for proof of identity, age and address and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.

22. 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.

23. 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.

24. 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.

25. The Promoter and the Supplier reserve 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. The Supplier bears sole responsibility for supply of the prize and Tesco cannot be held responsible for any claims relating to the prizes.
26. 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.

27. 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. By entering the promotion, all entrants acknowledge that their personal data will be used by Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA for the purposes of administering the promotion, and that details of the winner may be shared with United Biscuits (UK) Limited trading as pladis, Hayes End Road, Hayes, UB4 8EE and its agent Umbrella Risk Management Ltd, Dodwell House, Chilton Business Centre, Aylesbury HP19 9LS for the purposes of the administration of this promotion only. The surname and county of the winner will be made available to anyone who requests them by emailing McVities@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 McVitiesOptOut@tescoprizes.com before the closing date. In these circumstances the entrant acknowledges that the Promoter may nevertheless disclose such information in full to the Advertising Standards Authority if required to do so. 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 https://www.tesco.com/help/privacy-and-cookies/privacy-centre/privacy-policy-information/privacy-policy/.