

## **Terms and Conditions**

Please read these terms and conditions carefully. These terms and conditions ("**Terms**") apply to the Batchelors Superman Text to Win promotion (the "**Promotion**"). By participating in the Promotion, you will be legally bound by these Terms.

If there is a conflict in these Terms with any other terms whatsoever attached to any other advertising material in respect of the Promotion, these conditions will take precedence.

If you have any questions about the Promotion or, these Terms, please contact: queries@batchelorspromotions.co.uk and please quote Superman National T2W with your query.

## **The Promoter and the Agency**

1. Premier Foods Group Limited of Premier House, Centrium Business Park Griffiths Way, St. Albans, United Kingdom, AL1 2RE is the "**Promoter**".
2. Blue Chip Interactive Ltd of 2 Hardman Blvd, Manchester, M3 3AQ , is the "**Agency**".

## **Eligibility**

3. The Promotion is open to UK residents (England, Wales, Scotland and Northern Ireland) aged 18 or over. The Promotion is not open to employees, contractors, representatives, agents, officers or directors of the Promoter, its parent companies, subsidiaries, affiliates, marketing agencies (including the Agency), or to any of their immediate family members or persons living in the same household, whether or not related, or to anyone else professionally connected with the Promotion.
4. The Promoter reserves the right to verify the eligibility of any participant or winner of a prize. The Promoter may require such information as it considers reasonably necessary for this purpose, which may include proof of purchase, identity, age, residency and address. The Promoter may withhold prizes while it verifies eligibility.
5. Entries accepted by text message only. Valid mobile number, email address and internet access required. Ask bill payer's permission before entering. Texts will be charged at network provider's standard rate. No purchase necessary.

## **How to enter**

6. The Promotion will begin at 00.00 on 19 June 2024 and close at 23.59 on 30 September 2024 (the "**Promotion Period**"). There will be two prize draws during the Promotion Period. Entries received from 00.00 on 19 June 2024 until and including at 23.59 on 9 August 2024 will be entered into the first prize draw (the "**First Prize Draw**"). Entries received from 00.00 on 10 August 2024 until and including at 23.59 on 30 September will be entered into the second prize draw (the "**Second Prize Draw**").
7. To enter, text **SUPERMAN and your email address** to 60777 during the Promotion Period. Text messages that use any other variation will be automatically disqualified.

8. All entries must be received by the Promoter by no later than the closing time for each of the First Prize Draw and the Second Prize Draw (as applicable) for entry into that draw. All entries received after the Promotion Period are automatically disqualified.
9. There shall be a maximum of four entries per mobile number, per prize draw and a maximum of one prize per mobile number, per prize draw. Participants who seek to enter more than this limit may be disqualified. Entries generated by script, macro, mechanical or other automated means are prohibited and will cause disqualification. Multiple entries made through agents, third parties, organised groups or any entry duplication method will not be accepted.

### **Selection of the winners**

10. **First Prize Draw:** Within 7 days after the closing time of the First Prize Draw, 205 winners will be selected at random via a computer-generated randomizer, under the supervision of an independent observer, from all of the eligible entries for each available prize (see clause 13 for list of available prizes below).
11. **Second Prize Draw:** Within 7 days after the closing time of the Second Prize Draw, 245 winners will be selected at random via a computer-generated randomizer, under the supervision of an independent observer, from all of the eligible entries for each available prize (see clause 14 for list of available prizes below).
12. Prizes will be randomly allocated to each randomly selected winner, via the computer-generated randomizer.

### **Prizes**

13. **First Prize Draw:** Each of the 205 winners in the First Prize Draw will be randomly awarded one prize from the following available prizes:
  - 4 x £250 hotel.com e-gift cards;
  - 86 x £20 Amazon e-gift cards; and
  - 115 x £20 Odeon e-gift cards.
14. **Second Prize Draw:** Each of the 245 winners in the Second Prize Draw will be randomly awarded one prize from the following available prizes:
  - 6 x £250 hotel.com e-gift cards;
  - 104 x £20 Amazon e-gift cards; and
  - 135 x £20 Odeon e-gift cards.
15. Prizes are not negotiable or transferable.

16. Gift cards are subject to and must be used in accordance with specific retailer terms and conditions and may be subject to limitations on use and expiry dates. The gift cards are not valid on prior purchases and cannot be used to purchase third party gift cards or vouchers. Gift card terms apply and are available at:

Hotel.com:

<https://uk.hotels.com/lp/b/giftcards>

Amazon:

<https://www.amazon.co.uk/gp/help/customer/display.html?nodeId=GNG9PXYZUMQT72QK>

Odeon:

<https://www.odeon.co.uk/offers-membership/gift-cards/>

17. Lost or stolen gift cards cannot be replaced. The Promoter will award the prizes as described in these Terms, but the Promoter accepts no responsibility or liability for the winner's use of the prize.
18. Prizes cannot be sold, transferred or auctioned. Prizes are non-transferable and non-refundable. There is no cash or other alternative, except in circumstances outside the Promoter's control, where the Promoter has the discretion to replace a prize with an alternative of equal or higher value.
19. Prizes supplied under third-party brands or by any third-party company or entity are in no way affiliated with this Promotion and shall not have any responsibility or liability to any entrant or winner under or in connection with this Promotion. Your statutory rights are not affected.

### **Winner announcement and delivery prizes**

20. Winners of each the First Prize Draw and the Second Prize Draw will be contacted by the Agency via the email address submitted with the winner's entry, within 14 days of the closing time of the relevant prize draw (the "**Notification Date**"). Entrants who have not won a prize will not be notified. Winners will be asked to provide their delivery details to enable the Agency to deliver the prize. Winners will have 14 days from the Notification Date to provide the requested details. The Agency will make reasonable endeavours to contact a winner (three emails). If you are a winner and the Agency is unable to contact you or, if you do not claim the prize and provide your details within the time period specified in this clause, your claim will become invalid. The Promoter reserves the right to offer the prize to the next eligible entrant selected from the remaining valid entries in the relevant draw that were received in accordance with these Terms, should a winner's claim become invalid or, if the winner cannot accept the prize for any reason.
21. The winner or, an individual aged 18 or over nominated by the winner, may be required to be available at the delivery address to accept and sign for delivery of the prize.

### **Data Protection and marketing**

22. By entering the Promotion, each entrant agrees that any personal information provided by them

with their entry may be held and used by the Promoter or its agents (including the Agency) and its suppliers for the purpose of administering the Promotion (including for contacting winners, prize fulfilment and dealing with any consumer queries regarding the Promotion). Please see the Promoter's Promotion Privacy Notice (below) for full details on how your data will be handled and processed and for information about your rights.

23. Winners may be required to take part in non-paid publicity or advertising relating to the Promotion, which may include having their photograph taken for promotional and press purposes. The Promoter may use the Winner's surname and county of residence to announce them as the Winner of the Promotion. If you do not wish for your personal information to be used for any purpose specified in this clause or, if you wish to limit the amount of personal information that is published, please contact: [privacy@premierfoods.co.uk](mailto:privacy@premierfoods.co.uk). The Promoter may nevertheless disclose the information to the Advertising Standards Authority if required.
24. To receive a list of Winner(s) and county of residence of the Winner(s) contact the Promoter's care team by calling 0800 032 7111 or, by completing the "Contact Us" form on the Promoter's website: [www.batchelorsrange.co.uk](http://www.batchelorsrange.co.uk). Requests must be made within 3 months of the closing time of the relevant prize draw. Please note that we may not be able to disclose this requested information if an entrant objects to the disclosure of such information in accordance with clause 23. Where a winning entrant has objected to their information being disclosed, the Promoter or the Agency will instead confirm that a valid award has taken place.

#### **Limitation of Liability**

25. Insofar as is permitted by law, the Promoter, its agents (including the Agency) or distributors will not in any circumstances be responsible or liable to compensate the Winner(s) or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

#### **General**

26. By entering the Promotion, you are agreeing to be bound by (i) these Terms and, to the extent applicable (ii) the Premier Foods Group Limited website general terms of use: <https://www.premierfoods.co.uk/SpecialPages/Legal-Notices/LegalNotices-TermsOfUse.aspx>; (iii) <https://www.premierfoods.co.uk/acceptable-use-policy> and other applicable policies on this website and (iii) you acknowledge that you have read the Promoter's Promotion Privacy Notice (below). Any entries that do not comply in full with these Terms and the applicable terms set out in this clause will be disqualified.
27. It is the responsibility of the entrants and winners to provide accurate, up-to-date details. The Promoter cannot be held responsible for an entrant or winner failing to supply accurate information which then affects participation in this Promotion or, the acceptance or fulfilment of a prize.
28. Entries and claims which do not include all of the information required will be deemed invalid.
29. Any decision of the Promoter as to eligibility to take part in the Promotion or the result of the Promotion will be final and no correspondence or discussion will be entered into. The Promoter accepts no responsibility for entries that are incomplete, delayed, lost, damaged or unreadable whether due to failure or non-availability of the website, technical malfunction, systems,

satellite, network, server, computer hardware or software failure of any kind, or the submission of incomplete information or any other reason.

30. The Promoter reserves the right to refuse any entry, claim or award of prizes and/or refuse further participation in the Promotion and disqualify the participant where it believes there has been a breach of these Terms, the spirit of the promotion, any instructions forming part of this Promotion's entry requirements or otherwise where a participant has gained unfair advantage in participating or claimed using fraudulent means. The Promoter's decision will be final in this regard.
31. The Promoter reserves the right to delay, postpone or cancel the Promotion in the event of circumstances outside its reasonable control, which it considers necessary.
32. Warner Bros. Discovery and its parents, affiliates and subsidiaries are not responsible for the Promotion, administration or execution of this Promotion.
33. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and the remaining clauses shall survive and remain in full force and effect.
34. The Promotion and these Terms are subject the laws of England and Wales. Any disputes must be referred to the English courts.

SUPERMAN and all related characters and elements © & TM DC. (s24)

## PROMOTION PRIVACY NOTICE

### KEY SUMMARY

This policy applies to the collection and handling of the data received in connection with the Batchelors Superman Text to Win promotion and explains what data we process, why, how it is legal and your rights.

For information on data collected on this website, please see: <https://www.premierfoods.co.uk/privacy> and for information on the cookies we use on this website, please see: <https://www.premierfoods.co.uk/cookie-policy>

## ABOUT US AND THIS NOTICE



This website ("our site") is operated by a member of the Premier Foods group of companies, the ultimate holding company of which is Premier Foods plc (registered in England and Wales with company number 05160050 and registered address Premier House, Centrium Business Park, Griffiths Way, St. Albans, Hertfordshire, AL12RE, United Kingdom).

All references to 'our', 'us', 'we', 'company' or "Premier Foods" within this policy are deemed to refer to Premier Foods plc, its subsidiaries, affiliates and associates we are a 'controller' for the purposes of the General Data Protection Regulation (EU) 2016/679 ("Data Protection Laws").

We take your privacy very seriously. We ask that you read this Promotion Privacy Notice carefully as it contains important information about our processing and your rights.

### How to contact us

If you have any questions about this Privacy Notice, how we handle your personal data, or want to exercise any of your rights, please contact our Data Privacy Officer either:

By post: Premier House, Centrium Park, Griffiths Way, St Albans, AL1 2RE; or

By email: [privacy@premierfoods.co.uk](mailto:privacy@premierfoods.co.uk)



### Changes to the Privacy Notice

We may change this Privacy Notice from time to time. You should check this Privacy Notice occasionally to ensure you are aware of the most recent version that will apply each time you access this website.

## WHAT PERSONAL DATA DO WE COLLECT AND WHY?



### Personal data provided by you

#### ➤ Visitors only

If you are just browsing our website we will not collect personal data.

#### ➤ Promotion entries

When submitting an entry into our promotions, you will be asked to provide certain personal data with your promotion entry or, upon winning a prize (such as your full name, date of birth, email address and residential address). We along with our service providers (please see below) will only collect, hold and process your personal data to the extent necessary to:

- administer the promotion;
- to contact you if you are selected as a winner of a prize and, if you are the winner of a prize then, to send the prize to you;
- to respond to any consumer queries in respect of the promotion;
- to announce you as a winner of the prize, if we receive a request for a list of winners in accordance with our promotion terms and conditions. We will use your title, surname and county of residence to announce you as the winner of the prize. However, we will not disclose such personal data where the winner has objected to such disclosure in accordance with clause 23 of the promotion Terms.

If you are not asked to provide your residential address with your entry then, if you are selected as a winner of a prize in our promotion, you may be asked to provide your residential address or such other delivery address, to enable us to send you your prize.

If you are the winner of a prize, we may also ask you to participate in non-paid publicity and advertising for the purpose of promoting the promotion, our brands and our business activities and we may use your name, county of residence and / or your image to do this. However, we will not disclose such personal data where the winner has objected to such disclosure in accordance with clause 23 the promotion Terms.

### Sensitive personal data provided by you

We do not collect any sensitive personal data about you.

### Premier Foods' corporate and websites

If you visit the Premier Foods' corporate ([www.premierfoods.co.uk](http://www.premierfoods.co.uk)) or brand websites (i.e. [www.mrkipling.co.uk](http://www.mrkipling.co.uk) etc.) then we will only collect data that you enter into the website (for example to submit an enquiry).

We use cookies on these websites which collect information about the usage and performance of our website. The information that the cookies collect is anonymous. We use this information to analyse usage of our website by visitors to improve its performance and to inform decisions about content, layout and operation of the website and our services or products. If you visit these websites, please refer to their full privacy policies and cookie policies.





## HOW IS PROCESSING YOUR PERSONAL DATA LAWFUL?

We are allowed to process your personal data on the basis that it is in our legitimate interests to:

- administer your entry in the promotion;
- if you win the promotion, contact you to let you know that you are a winner and, to arrange for the fulfilment of your prize;
- announce you as winner or for the purposes of publicity (unless you have contacted us to object to such use or disclosure of your personal data);
- monitor how our website is used in order to improve it. We use aggregated data to do this so it does not impact on your privacy;
- respond to enquiries, complaints and requests in order to serve our customers. We will only use your personal data for this purpose. If you are an existing customer, we may add information about the enquiry, complaint or request to other records we hold about you so we can provide a better customer service; and
- send you material you have requested, using the data you have provided.

Please be aware that you have the right to object to the processing of your data of any of the legitimate interests identified.



## WHO WILL HAVE ACCESS TO YOUR PERSONAL DATA?

Like any business, we use service providers to operate our website, such as customer service management or product sales / payment processing functions. Some of these service providers will process your data as part of the services they offer to us. We take steps to ensure that our service providers treat your data in accordance with the law, only use it in accordance with our contract with them and keep it secure.

<b>Service provider</b>	<b>Reason for processing</b>
CPM International Group	Customer services intermediary.
NetConstruct	Website administration.
If you enter our promotion, the following service providers will also receive and process your personal data:	
<b>Service provider</b>	<b>Reason for processing</b>
Blue Chip Interactive Ltd	Marketing agency responsible for administering the promotion, including, receiving and monitoring entries, contacting winners and arranging for prize fulfilment. Active consultancy may also assist with responding to consumer queries about the promotion.

### **How we keep your data secure**

We strive to implement appropriate technical and organisational measures in order to protect your personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorised disclosure or access and any other unlawful forms of processing. We aim to ensure that the level of security and the measures adopted to protect your personal data are appropriate for the risks presented by the nature and use of your personal data. We follow recognised industry practices for protecting our IT environment and physical facilities.



### **WHEN WILL WE DELETE YOUR DATA?**

The table below provides details about how long we will process your data.

Data we process	How long this will be held for
Cookies / Analytics data	IP addresses are only collected in relation to promotion entries, and data is held for up to 6 months after the end of the promotion to monitor any fraudulent activity.
Information from enquiry forms	Until the enquiry has been completed and no further responses are received and for a period of up to 1 year after.
Complaints data	For a period of up to 6 years from date of last contact. If you have an existing complaint on file, the new complaint may be added to other information that we hold about you as a customer.
Promotions	If you enter our promotion your data will be held for a period of 4 months after the relevant prize draw closing date.

## YOUR RIGHTS



As a data subject, you have the following legal rights:

- the right of access to personal data relating to you
- the right to correct any mistakes in your information
- the right to ask us to stop contacting you with direct marketing
- the right to prevent your personal data being processed in some circumstances
- The right to object to processing of your data where processed on the grounds of legitimate interests
- the right to erasure in some circumstances

If you would like to exercise your rights, please contact us at the details set out above.

We will respond to any rights that you exercise within a month of receiving your request, unless the request is particularly complex, in which case we will respond within three months.

Please note that exceptions apply to some of these rights which we will apply in accordance with the law.

### ➤ **Complaints to the regulator**

If you do not think that we have processed your data in accordance with this Privacy Notice, you should let us know as soon as possible. You also have the right to complain to the Information Commissioner's Office. Information about how to do this is available on his website at [www.ico.org.uk](http://www.ico.org.uk).