

PROMOTER: YES PEAS

YOUNG PEA CHEF OF THE YEAR 2019

TERMS AND CONDITIONS

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Interpretation:

"Opening Date" – 12pm on Thursday 28 February 2019

"Closing Date" - 6pm on Friday 26 April 2019

"Word-Processed" - The creation, input, editing, and production of documents and texts by means of computer systems.

"Promoters Email Address" - yespeas@hatchpr.co.uk.

"Minor" – A person under the age of 18

"Hatch Communications" – The Promoter

1. The Promoter

The promoter is: HATCH COMMUNICATIONS.

2. The competition

2.1 The title of the competition is YOUNG PEA CHEF OF THE YEAR 2019

2.2 The Young Pea Chef of the Year is open to entries from Primary Schools up to Year 6 (age 4 – 11); Secondary Schools Years 7 - 8 (age 11 – 13); and Secondary School Years 9 - 11 (age 13 – 16)

3. How to enter

3.1 The competition will run from 12:00pm on Thursday 28 February 2019 (the "Opening Date") to 6:00pm on Friday 26 April 2019 (the "Closing Date") inclusive. The Promoter has the right at its sole discretion to extend the Closing Date.

3.2 All competition entries must be received by the Promoter via <https://form.jotformeu.com/90574445215356> by no later than 6:00pm on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition:

- (a) The Young Pea Chef of the Year is open to entries from Primary Schools up to Year 6 (age 4 – 11); Secondary Schools Years 7-8 (age 11 – 13); and Secondary School Years 9-11 (age 13 – 16).
- (b) Entries must be submitted by a teacher, parent or guardian for each individual entering any category outlined in 3.3(a).
- (c) Entries must be "Word-Processed" and outline the individual's recipe including an ingredients list, a method and an image of the completed recipe. All entries must be submitted by <https://form.jotformeu.com/90574445215356>.

- (d) Entries submitted shall be the sole product of the minor making the entry and will not include any material in which the copyright is vested in a 3rd party.
- (e) There is a limit of one entry to the competition per individual.

3.4 The Promoter will **not** accept:

- (a) Responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) Proof of transmission as proof of receipt of entry to the competition.
- (c) Entries from any persons other than those failing within 3.3 above.

3.5 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

3.6 Entries for the competition will be judged by a panel of judges. The judges will shortlist five finalists from each category to go through to the final. In the final, the entries will be subject to a public vote with the winning entry selected based on majority votes. Judging will be based on the quality, creativity and use of frozen peas within the submitted recipe. The judges' decision is final and no correspondence will be entered into by the judges in relation to that decision.

3.7 Yes Peas has permission to utilise the winning recipes via all marketing channels and publish such materials now or in the future at the complete discretion of Yes Peas.

3.8 Entrants must agree to feature in media (broadcast, print and online).

3.9 Entrants give permission to feature within videography and photography used for Yes Peas promotional press materials, including, but not restricted to, press releases distributed to the media for use in publications, on digital platforms and on broadcast.

3.10 Entrants must agree to be featured in all Yes Peas marketing channels, including but not restricted to, print and digital advertisement, plus inclusion in marketing materials such as websites, e-newsletters, flyers and direct mail.

3.11 Entrants must be happy to be featured on Yes Peas social media channels.

3.12 Entrants may feature in press coverage relating to the competition, and therefore by entering, consent for a minor is permitted by their teacher, parents or guardian.

4. Eligibility

4.1 The competition is only open to all those set out in clause 3.3 (a–b).

4.2 In entering the competition, you confirm that you are eligible to do so. The Promoter may require you to provide proof that you are eligible to enter the competition.

4.3 The Promoter will not accept competition entries that are:

- (a) automatically generated by computer;
- (b) completed by third parties or in bulk;
- (c) illegible, have been altered, reconstructed, forged or tampered with;
- (d) photocopies and not originals; or
- (e) incomplete.

4.4 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

4.5 Competition entries cannot be returned.

5. The prize

5.1 The prize to each winner from each category is a £500 donation to the winners' school from The Ocado Foundation to fund 'Grow-Your-Own' projects plus a personalised cooking hamper for each individual.

5.2 The prizes are not negotiable or transferable.

6. Shortlist

6.1 The shortlist will be announced via press release and Yes Peas marketing channels on Wednesday 8 May 2019, subject to clause 3.1.

6.2 The decision of the shortlist by the Promoter is final and no correspondence or discussion will be entered into.

6.3 The Promoter will contact the shortlist personally as soon as practicable before the shortlist announcement, using the telephone number or email address provided with the competition entry.

7. Voting

7.1 The general public may cast their vote of the top 15 shortlisted recipes during a voting period via an online voting form. There is no charge for web entries although internet service provider's fees may apply when accessing the internet.

7.2 One entry per person, per email address is accepted.

- 7.3 The winner of the competition will be determined by the total number of valid votes received during the Voting Period.
- 7.4 Your vote will not be counted if you attempt to vote using a method that is not specified in these Terms and Conditions.
- 7.5 The Promoter has the right at its sole discretion to amend the voting mechanic.

8. Winners

- 8.1 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 8.2 The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry.
- 8.3 The finalists and winners will be announced via press release and Yes Peas marketing channels on Wednesday 26 June 2019, subject to clause 3.1.

9. Claiming the prize

- 9.1 The prize may not be claimed by a third party.
- 9.2 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their prize within 14 days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 9.3 The Promoter does not accept any responsibility if you are not able to take up the prize.
- 9.4 All communication regarding the prize must be through The Promotor only and not the supplier of the prize.

10. Limitation of liability

- 10.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner 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.

11. Ownership of competition entries and intellectual property rights

- 11.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 11.2 By submitting your competition entry and any accompanying material, you agree to:
- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
 - (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

12. Data protection and publicity

- 12.1 The Promoter will only process your personal information as set out in these terms and conditions.
- 12.2 Hatch Communications shall also process personal information in accordance with the privacy policy of the Promoter as set out at <http://www.hatchcommunications.co.uk/about-us/privacy-policy/>.

13. General

- 13.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 13.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 13.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.