

## **Competition rules**

### **The Competition Rules governing the Search for the UK's 'Tastiest Meat Free Dish' ("Competition Rules")**

General Conditions of participation in the UK's 'Tastiest Meat Free Dish' Competition

#### **A. Introduction**

Welcome to the **Linda McCartney Foods 'Search for the UK's 'Tastiest Meat Free Dish' Competition** (the "Competition"). If you (you are herein also referred to as "Contestant") participate in the Competition your participation is subject to the following rules and procedures. By entering the Competition you are deemed to have read, understood and accepted the Competition Rules. If these Competition Rules are inconsistent with the terms and conditions of the websites: [www.lindamccartneyfoods.co.uk/tastiestmeatfree](http://www.lindamccartneyfoods.co.uk/tastiestmeatfree), [www.tastiestmeatfree.co.uk](http://www.tastiestmeatfree.co.uk), [www.tastiestmeatfree.com](http://www.tastiestmeatfree.com) or any other third party site that the Competition may be hosted, marketed or promoted on then unless stated to the contrary these Competition Rules will apply but only to the extent of the inconsistency.

The Competition is being promoted, hosted and organised by Linda McCartney Foods 'Kitchen Table' Promotion, c/o Feel, 4<sup>th</sup> Floor, Bedford House, 125-133 Camden High Street, Camden, NW1 7JR on behalf of Linda Enterprises Limited, 1 Soho Square, London, W1D 3BQ ("us", "we" and/or "our", as the context permits) (the "Promoter").

Entry to the Competition is made via [www.lindamccartneyfoods.co.uk/tastiestmeatfree](http://www.lindamccartneyfoods.co.uk/tastiestmeatfree), [www.tastiestmeatfree.co.uk](http://www.tastiestmeatfree.co.uk), [www.tastiestmeatfree.com](http://www.tastiestmeatfree.com) on the official online entry form, or by posting your recipe and photo of your dish to Linda McCartney Foods 'Kitchen Table' Promotion, c/o Feel, 4<sup>th</sup> Floor, Bedford House, 125-133 Camden High Street, Camden, NW1 7JR.

No purchase is necessary for you to enter the Competition. However, you may be subject to local call charges from your internet and/or mobile telephone service provider depending upon their own individual arrangements for access to the internet and/or their mobile telephone services and for postage fees if you submit your entry by post.

This Competition is open to residents of the UK, Republic of Ireland, Channel Islands and the Isle of Man. The Competition is not open to employees of the Promoter and/or our affiliate(s), subsidiary or other group companies, or such employees' families, agents or any other person connected with the Competition's administration. We reserve the right to disqualify any entry which in our sole discretion we deem contrary to the rules or spirit of the Competition.

The 10 Contestants who have been short listed for the Final Decision Phase will be contacted by telephone between 29<sup>th</sup> of January 2011 and the 7<sup>th</sup> of February 2011 and advised accordingly.

#### **B. General Contestant Requirements:**

1. The Competition is open to all ages.
2. Contestants aged under 18 (eighteen) years old must ensure these Competition Rules are reviewed and approved by both parents (unless proof is made that one parent has sole power of representation) or legal guardian (collectively "Guardian(s)"). If requested by us, Guardian shall provide documentation providing proof of the legal representation of Contestant.

#### **C. The Competition**

The Competition is divided into two phases ("Phases") such being:

1. Phase 1: The Initial Phase
2. Phase 2: The Final Decision

It is anticipated that the Initial Phase will commence on 15th November 2010 and shall continue until midnight on 28<sup>th</sup> of January 2011. The 10 Contestants who are short listed for the Final Decision phase

will be contacted by telephone between 29th January 2011 and 7<sup>th</sup> February 2011 and advised accordingly. If not already done so, all Contestants then notified must submit a picture and/or video of their cooked dish.

### **Phase 1: The Initial Phase**

To enter the Competition, Contestants must upload a recipe they have prepared that does not include meat or any meat based derivatives, together with a description of the dish, how it is prepared and their inspiration for the dish by midnight on 28<sup>th</sup> January 2011. All recipes correctly submitted and meeting these criteria will be considered for the 'Weekly Favourites' section. However not all recipes that are submitted in accordance with these terms will be put forward to the final judging panel. A Hain/Agency panel will shortlist 10 participants who in the Hain/Agency judges' opinion have submitted the most inspiring original dishes that could be adapted by Hain Celestial UK Limited to be produced on a commercial basis (the "Short List Contestants").

The Short List Contestants recipes will then be produced by a professional chef from Hain Celestial UK Limited and served to an independent judging panel based on the recipe and preparation guidelines provided. The judges will choose a shortlist of the three Short List Contestants whom they consider have produced the tastiest meat-free dish, which could be produced on a commercial basis (the "Finalists"). The judges' decision is final and no further discussions or correspondence will be entered into. The dish must be commercially viable, and it is up to the discretion of the judging panel to choose a dish accordingly.

### **Phase 2: The Final Decision**

The Finalists will be contacted by telephone between 14th February 2011 and 23rd February 2011. The Finalists will feature/star in a 2 minute presentation to be screened in a solus slot during 'This Morning' on ITV in April 2011 (the "Presentation"). The Finalists will need to make themselves available for filming the Presentation either in their home or a prior agreed location on a mutually agreed date between 28th February 2011 and 28<sup>th</sup> March 2011. In the event of any Finalist being unavailable for filming, the Promoter reserves the right to withdraw them as a Finalist and award their place to another Contestant. Any expenses incurred by the Finalists will be paid for up to the value of £100 upon submission of appropriate receipts. All Finalists who are filmed and then subsequently aired will receive a Baumatic cooker as a prize – there is no cash alternative.

After the screening of the Presentation which is anticipated to be during the week commencing 11th April 2011, the public will vote for the winning recipe. Public voting will be done by visiting the [itv.com](http://itv.com) website and the results will be counted and independently adjudicated by ITV. The winner of this Competition is the Finalist whose meal is the most voted for as the tastiest by the general public (the "Winning Recipe"). The intention is that the Winning Recipe will be produced and sold by Hain Celestial UK Limited as part of the Linda McCartney Foods' range of frozen meals. The Contestant who submitted the Winning Recipe will be contacted by phone during April 2011 and will be announced during April 2011 on a TV commercial, and subsequently at [lindamccartneyfoods.co.uk](http://lindamccartneyfoods.co.uk) and the ITV website. The winner may appear in this follow up TV commercial. Their photo may also appear as an element on the packaging of the winning dish when produced.

### **D. General Representations and Warranties of winner (s)**

1. You hereby represent and warrant that: (i) you have the full power and authority to enter into and perform the requirements set out under these Competition Rules, (ii) your entry into the Competition will not infringe the copyright, trademark, right of publicity or any other legal right of any third party, and (iii) you will comply with all applicable laws and regulations in engaging in all other activities arising from, relating to or connected with the Competition and these Competition Rules.
2. We do not accept any liability whatsoever, howsoever arising, for your inability to receive, access, play or otherwise enter the Competition or for any damage caused to your computer and/or associated systems, resulting from the incompatibility of your computer and/or its associated systems with the technical specifications required for entry into the Competition.

- 3 You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses (including legal fees) suffered by us and arising out of any breach of these Competition Rules by you.
- 4 All submitted recipes should be created and originated from you and must not be copied or plagiarised from any other existing source or brand. If any submitted recipe is found to breach this condition it will result in disqualification from the Competition. In the event of two or more participants submitting the same or similar recipes, the judges will take into consideration additional criteria such as photo/video content and the information in their submission.
- 5 **Grant of Rights: By entering this Competition and uploading, displaying, publishing, posting or otherwise making available your recipe, you hereby grant to us for the full period of copyright an exclusive, free of charge and royalty free license in relation to such recipe, and all images, photographs submitted in (which taken together shall be defined as “Works”) and any and all proprietary rights in the Works to:**
- (i) edit, adapt, amend, view, copy, reproduce, distribute, offer and make available to the public in any non-fixed format and transmit the Works on the website found at [www.lindamccartneyfoods.co.uk](http://www.lindamccartneyfoods.co.uk) and/or any website for promotional and/or marketing purposes of the Promoter and/or the Competition;
  - (ii) authorise our third party licensees and/or assignees to undertake any of the activities set out in this agreement (or otherwise as we in our discretion deem necessary).

#### **E. General Rules of the Competition**

1. We reserve the right to change the structure of the Competition as we see fit including without limitation by adding rounds to the Competition and/or changing the anticipated Competition schedule. We shall use all reasonable endeavours to adhere to the dates and/or schedules set out in these Competition Rules but you acknowledge that given the nature of the Competition all such dates are subject to availability and change, in which event we shall notify you of any such changes via the website at [www.lindamccartneyfoods.co.uk](http://www.lindamccartneyfoods.co.uk).
2. Selection of the winning recipe will be made by public vote as described above.
3. It is a condition of entry and participation in the Competition that Contestants will be available as required for promotional purposes and the filming of the Advert and abide by the terms and conditions of the Competition Rules. Failure to do so will entitle us to disqualify a Contestant from the Competition.
4. In the event a Contestant taking part in the Competition is approached by the media (including without limitations press, TV, radio, internet agencies), for an interview, statement or other reason any such request shall be forwarded to us (or any person authorised by us). Any dealing with the media shall be co-ordinated solely by us. Contestant is required to inform the media approaching the Contestant to the above requirements and shall refuse to assist the media in this regard.
5. Our decision is final and Contestants acknowledge that the interests of the Competition shall override those of any Contestant. In the event of a change to the voting system, as above, the new rules of procedure in respect of such public vote shall be revealed by us to Contestants in reasonable advance to the completion of the Competition in order to ensure a fair and transparent voting system. The voting system may be changed by us at any time at our sole discretion. No correspondence or discussion concerning the Competition will be entered into.
6. We reserve the right to amend the Competition Rules or terminate the Competition at any time without any liability to any Contestant. We further reserve the right to replace at our discretion any Contestant who for any reason fails or is disqualified from or unable to participate in the Competition with another replacement Contestant, notwithstanding that such replacement may have been previously eliminated from the Competition.

7. Contestant must at all times behave appropriately when taking part in the Competition and observe the Competition Rules and any other rules or regulations in force. We reserve the right in our absolute discretion to remove from the Competition any Contestant who breaks such rules and/or fails to behave appropriately and to disqualify such Contestant. We equally reserve the right to reintegrate any Contestant into the Competition, in particular in the event of the necessity to replace a disqualified Contestant.
8. In the event of any dispute concerning the operation of any element of the Competition or these Competition Rules, our decision will be final.
9. We will not be liable for any technical, hardware or software failure of any kind or lost or any failure, error or unavailability of [www.lindamccartneyfoods.co.uk](http://www.lindamccartneyfoods.co.uk) or any unavailable network connections which may limit or prohibit your ability to participate in the Competition, nor for incorrect email or postal addresses or for other problems with entries that are outside of our control.
10. The Promoter is not responsible for any delay or failure to receive notification for any reason, including unanswered telephone calls, voicemail messages not being accessed, inactive e-mail accounts, technical difficulties associated therewith, or the potential winner's failure to adequately monitor any e-mail address. Entrants should ensure that their e-mail account spam filters are set to permit e-mails from [tastiestmeatfree@lindamccartneyfoods.co.uk](mailto:tastiestmeatfree@lindamccartneyfoods.co.uk).
11. These Competition Rules shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.
12. If any provision of these Competition Rules are adjudged by a court to be void or unenforceable such provision shall in no way affect any other provision of these Competition Rules, the application of such provision in any other circumstance or the validity or enforceability of these Competition Rules and such provision shall be curtailed and limited only to the extent necessary to bring it within legal requirement.
13. The name and county of the winner can be obtained by sending a stamped addressed envelope to: Feel, 4th Floor, Bedford House, 125-133 Camden High Street, Camden, NW1 7JR, or by emailing [ask@feelagency.com](mailto:ask@feelagency.com) after 2nd May 2011.
14. We may amend these Competition Rules from time to time. When we do so, we will place a notice advising that the Competition Rules have been changed on [www.lindamccartneyfoods.co.uk](http://www.lindamccartneyfoods.co.uk).
15. Data will be collected for the purposes of administering this Competition and it will be retained after the Competition ends, however it will not be given to Third Parties. Promoter will retain your email address to contact you about future promotions if you opt in when you tick the box next to 'keep me informed.'
16. There are no cash or other alternative prizes available, except that in the event of circumstances outside its control the Promoter reserves the right to substitute similar alternatives of equal or greater value.
17. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between Promoter and any of the parties, constitute any party the agent of the Promoter, nor authorise any party to make or enter into any commitments for or on behalf of the Promoter, nor shall any use by a Contestant of the Promoter names, logos or anything similar imply an endorsement on behalf the Promoter.

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