



Terms & Conditions

1. ELIGIBILITY RULES FOR OUR COMPETITIONS

- 1.1 All entrants must be students in UK based educational establishments not limited to university. All entrants must not currently be studying cookery or any form of cooking studies.
- 1.2 Entrants must be over the age of 16.
- 1.3 It will be our sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants on age or proof of study before awarding prizes.

2. ENTRY AND ENTRY METHODS

- 2.1 All entries submitted by social media must include the hashtag #BacofoilStudentCook, be posted to the Bacofoil Facebook Page or be directed to the Bacofoil twitter page (@ilovebacofoil).
 - 2.2 Entries must include the name/title of the dish to allow for judging, any other descriptive words chosen and the hashtag.
 - 2.3 Entry opens on 11/08/2014.
 - 2.4 Entry closes on 31/12/2014.
- 2.3 Deficient entries:** We reserve the right to reject any entries that are inaudible, incomplete, incomprehensible, damaged or otherwise deficient. We also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which we consider to be otherwise harmful to the goodwill and reputation of our website. We accept no responsibility for any late, lost or misdirected entries including but not limited to tweets or Facebook posts not received due to technical disruptions or any other reason.
- 2.4 Retrospective Effect.** Where an entrant has been found to be in breach of any of the terms and conditions of the Bacofoil Student Cook Competition and in particular where a

person is in breach of the entry restrictions set out in rules above, we may nevertheless still enforce our right to disqualify that person.

3. PRIZES

- 3.1 We reserve in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes such as vouchers and prize winners must accept prizes in the form offered.
- 3.2 The prize winner will be notified that they have won the prize at the Bacofoil Student Cook final cook-off at Cactus Kitchen in London.
- 3.3 We reserve the right to request proof of a prize winner's identity in the form of a valid student card or letter from the educational establishment. In the event that a prize winner cannot provide us with proof of identity reasonably acceptable to us, we may withdraw the prize and select another prize winner.
- 3.4 Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.
- 3.5 We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purposes, merchantability or otherwise. We reserve the right to disqualify entrants from entering our competition or prizewinners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.
- 3.6 The prize will be presented in form of a gift voucher for the chosen supermarket. The supermarket may be subject to change, and we take no responsibility for the change in partnership in prize offering.
- 3.7 Third party suppliers of prizes may also often stipulate their own terms, conditions or restrictions and all prize winners agree to be bound by these.
- 3.8 All finalists must attend the Bacofoil Student Cook Competition Cook-Off Final to be in with the chance of winning a prize. Prizes will only be award to the selected finalist who attended this cook-off.

4. PUBLICITY AND PERSONAL INFORMATION

- 4.1 It is a condition of your entry to the Bacofoil Student Cook Competition that we have the right to publicise, broadcast and communicate to the public the names, home towns, characters, likeness and voices of entrants to our Competition for the running of the Competition and matters incidental to the Competition, including post-competition announcement of winners.
- 4.2 All entrants and particularly prize winners, may be required by us to participate in photo, recording, video and/or film session(s). In this regard you agree that we shall have the right to use all the resulting publicity materials in any medium (including, without limitation, the internet) and in any manner we see fit
- 4.3 No fees shall be payable to any entrant in relation to their entry in any Competition.

5. PHOTOGRAPHS (Entries)

- 5.1 The Bacofoil Student Cook Competition requires entrants to submit a photograph of their prepared dish as a part of entry into or participation in the competition (collectively, "**Photograph**"):
- 5.2 entrants agree that we have the right to publish and communicate to the public the Photographs in any media including, but not limited to, online, at all times without restriction or limitation throughout the world and not only for the purposes of the Competition;
- 5.3 entrants agree that we have the right to use entrants' names, likenesses and other personal information in conjunction with the Photographs;
- 5.4 entrants agree not to bring against us any actions, suits, claims and demands in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their Photographs;
- 5.5 entrants unconditionally waive their right to seek or obtain an injunction to prevent or restrict our use of the Photographs; and
- 5.6 entrants aged under 18 shall have obtained the consent of a parent or a guardian (and will provide us with the contact details we need should we wish to verify this).

6. COPYRIGHT

By entering the Bacofoil student cook competition, all entrants:

- 6.1 assign to us all rights (including present and future copyright) in their entry and their publicity materials in

all media (including, without limitation, the internet) and whether in existence now or created in the future;

- 6.2 agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
- 6.3 undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same;
- 6.4 Confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.

7. MINORS

If any prize winner is a child or young person (i.e. under the age of 18) we may require that the terms and conditions applicable to the Competition (including these General Terms) be signed by the prize winner's parent or legal guardian before the prize is awarded. Any such prize may at our discretion be awarded to the prize winner's parent or legal guardian.

8. LEAVE FOR PARTICIPATION

Obtaining time off work and/or study or related activities to participate in the Bacofoil Student Cook Competition final cook-off and/or take a prize will be the sole and absolute responsibility of each contestant.

9. DECISIONS FINAL

- 9.1 All our decisions relating to the Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.
- 9.2 Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.
- 9.3 The accuracy of the pooled results received and published by

us will be deemed to be final and binding and no correspondence will be entered into, except in the instance of 2.4 and 3.5.

10. **FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

11. **LAWS**

These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of England and Wales.