

# Terms and Conditions: Dawn Foods "Halloween" Promotion

These terms and conditions (the "**Terms**") are applicable to the Halloween promotional competition (the "**Competition**") organised by Dawn Foods' Dawn Foods B.V., Handelsweg 59F 1181 ZA Amstelveen ("**Dawn Foods**"). This Competition is organised to promote Dawn Foods' Halloween products. The Competition comprises two sub-Competitions (see Articles 2 and 3 of these Terms).

By taking part in this Competition, the entrant expressly declares it she has read and agrees to these Terms. The Terms may be consulted on [www.dawnfoods.com/halloween/promo](http://www.dawnfoods.com/halloween/promo) (the "**Competition Page**").

## Article 1 General

1. Only bakeries established in one (or more) of the below-listed countries at the time of the Competition may enter this Competition:
  - a. The Netherlands
  - b. Belgium
  - c. Luxembourg
  - d. France
  - e. Spain
  - f. Portugal
  - g. UK
  - h. Ireland
  - i. Germany
  - j. Austria
  - k. Switzerland
2. Dawn Foods employees and anyone who is directly or indirectly involved in the organisation of the Competition and their close relatives are excluded from participating.
3. Dawn Foods reserves the right to disqualify an entrant if it believes that the entrant does not comply with these Terms or acts fraudulently in any other way.
4. Competition entrants are required to submit all requested information correctly and completely; the information must be up to date.
5. Entrants who submit incorrect information are not eligible for a prize and may be excluded from participating by the organisation.

## Article 2 Competition 1: AR experience

- How and when can you take part in this Competition ("**Competition 1**")?
  - Competition 1 runs from July 9th, 2018 to October 31st, 2018.
  - Participation is only possible if and to the extent a Dawn Foods agent visits your bakery and allows you to take part in Competition 1. NOTE: Dawn Foods does not give any guarantee that your company will be able to take part in Competition 1.
  - Take a picture of your bakery, together with the agent, using an AR (augmented reality) app, in which you have decorated your bakery with Dawn Foods Halloween products.

- Visit the Competition page during the Competition 1 period and complete the following steps:
    - o Select your language.
    - o Select “Enter the AR-Competition”.
    - o Submit the requested information (company name; country; name of contact, email address).
    - o Accept the Terms.
  - Each bakery (including a local bakery, part of a chain of bakeries) may only take part once.
- Prizes; Announcement; Awarding of Prizes
    - Within ten (10) days after the end of Competition 1, an independent jury will choose the winners from the valid submissions received during the Competition period and prepare a report. The submissions which the jury decides interpret the Halloween theme most originally and which incorporate the AR elements most attractively into the entrant’s own bakery will win.
    - The prizes to be won in Competition 1 (“**Prize Pool 1**”) are:
      - \* First prize: a Sonos Play:1 & a Spotify annual subscription, worth £248
      - \* Second prize: a Spotify annual subscription, worth £88
      - \* Third prize: a Spotify six-monthly subscription, worth £53
- One Prize Pool 1 can be won by each of the following countries or group of countries:
1. Benelux (Belgium, the Netherlands and Luxembourg)
  2. France
  3. Spain and Portugal
  4. UK and Ireland
  5. Germany, Austria and Switzerland
- The winners will be notified on September 12th, 2018 by email sent to the submitted email address.
  - The winners must identify themselves at Dawn Food’s request within one week.
  - If the winner has not responded within one week, Dawn Foods will contact it by email one more time. The winner will again be given the opportunity to identify itself within five (5) days. After this period it will no longer be entitled to the prize.
  - The prizes will be awarded at a time agreed with the winners.
  - Dawn Foods reserves the right to publish the names of the winners.
  - The prizes may not be exchanged for money or other prizes, or transferred to third parties.

### **Article 3      Competition 2: Scratch Card**

- How and when can you take part in in this Competition (“**Competition 2**”)
  - Competition 2 runs from July 15th, 2018 to October 31st, 2018.
  - In order to take part you must have a scratch card issued by Dawn Foods for this Competition (the “Scratch Card”). You will receive a Scratch Card if you order a Monster Box from Dawn Foods between July and October, or if you schedule a visit by a Dawn Foods agent to your bakery between July and October. The visit must take place between July and October You will receive the Scratch Card during the agent’s visit.

- After you have received the Scratch Card, go to the Competition Page during the Competition period and complete the following steps:
  - o Select your language.
  - o Select “Enter the Scratch Card Competition”.
  - o Submit the requested information (country, competition code printed on the Scratch Card, company name, name of contact, email address).
  - o Accept the Terms.
- Each Scratch Card allows you to take part in Competition 2 just once.
- Prizes; Announcement; Awarding of Prizes
  - The winners will be drawn independently on September 7th, 2018.
- The prizes to be won in Competition 2 (“Prize Pool 2”) are
  - \* First prize: a trip to Disneyland Paris, worth £ 883. The prize consists of 4 x 1 digital holiday voucher - the retail value of one holiday voucher is £1,000. Limited to one entry per person and must be over 18 years of age and limited to one holiday voucher giveaway per region: Dawn Foods B.V. will be giving 1x holiday voucher to UK and Ireland, 1x holiday voucher to DACH (Germany, Austria and Switzerland), 1x holiday voucher to Benelux (Belgium, Netherlands and Luxemburg), 1x holiday voucher to Central and Eastern Europe, abbreviated CEE (Bulgaria, Croatia, the Czech Republic, Hungary, Poland, Romania, the Slovak Republic, Slovenia, and the three Baltic States: Estonia, Latvia and Lithuania.).

The prize is only a digital holiday voucher valued £ 1,000 excludes travel insurance, cost for the meals and activities during the holiday stay and any other spending money or any other ancillary costs. The winner will need to arrange their own transport arrangements to and from their place of residence to an airport. Airport transfers are not included. The digital holiday voucher is non- redeemable (for cash or other goods). The voucher will also be personalized to specific winner and non-transferable.

  - \* Second prize: an annual access to our customer loyalty rewards app, Flock products, worth £188.50.
  - \* Third prize: a batch of Dawn Foods products, worth £132.
  - One Prize Pool 2 can be won by each of the following countries or group of countries:
    1. Benelux (Belgium, the Netherlands and Luxembourg)
    2. France
    3. Spain and Portugal
    4. UK and Ireland
    5. Germany, Austria and Switzerland
  - The winners will be notified on September 12th, 2018 by email sent to the submitted email address.
  - The winners must identify themselves at Dawn Food’s request within one week.
  - If the winner has not responded within one week, Dawn Foods will contact it by email one more time. The winner will again be given the opportunity to identify itself within five (5) days. After this period it will no longer be entitled to the prize.
  - The prizes will be awarded at a time agreed with the winners.
  - Dawn Foods reserves the right to publish the names of the winners.

- The prizes may not be exchanged for money or other prizes, or transferred to third parties.

#### **Article 4 Liability**

1. Dawn Foods is not liable for any damage or loss, of any kind, arising from or in connection with (taking part in) the Competition. Dawn Foods is not liable for any damage to personal property or for personal injuries caused by the use or application of the prizes awarded.
2. The Competition is organised by Dawn Foods with the greatest possible due care and diligence. Nevertheless, it is possible that the published or provided information is not entirely accurate or complete. Dawn Foods cannot be held responsible for any omissions, grammatical errors or other such mistakes, of any kind, in the (promotional) materials published by Dawn Foods, nor will this create any obligation on the part of Dawn Foods. To the extent permitted by law, neither Dawn Foods nor any entities involved in this Competition may be held liable for any loss or damage incurred or suffered as a result of this Competition.
3. Dawn Foods is not liable for any defects, or their consequences, to the prizes awarded by Dawn Foods and/or third parties. Participation in the Competition and use of a prize is entirely at the entrants' own risk. Dawn Foods does not accept any liability with regard to any prize. The entrant declares it has received any terms and conditions that may be applicable to the prizes.
4. The above-mentioned exclusions of liability are also applicable to ancillary staff and third parties (if any) engaged by Dawn Foods.
5. The entrant indemnifies Dawn Foods and holds it harmless for and against any claims by third parties connected to its participation in the Competition.

#### **Article 5 Privacy**

1. Dawn Foods will be collecting and processing personal data for the purpose of administering this promotion. The processing of your personal data is necessary for the performance of a contract in the meaning of Article 6(1)b of the EU General Data Protection Regulation (2016/679).
2. Dawn foods will process your personal data in accordance with its privacy policy, posted on <https://www.dawnfoods.com/uk/privacy-notice> (hereafter: "**Privacy Notice**"). The Privacy Notice also contains information about your privacy rights. In as far as this Article 5 is in conflict with the Privacy Notice, the provisions of this Article 5 prevail.
3. The personal information of entrants and winners may be provided to Dawn Foods' corporate affiliates, third parties assisting in the conduct of the promotion, including prize suppliers and deliverers, and for publicity purposes surrounding the promotion.
4. Your personal data will be stored only as long as necessary to administer this promotion.
5. If the personal information requested is not provided, the entrant cannot participate in the promotion.

#### **Article 6 Correspondence and Complaints**

Any questions, comments or complaints regarding the Competition or these Terms may be address to Dawn Foods using [michelle.delamotte@dawnfoods.com](mailto:michelle.delamotte@dawnfoods.com) Dawn Foods will use its best efforts to handle any complaints as quickly as possible. If you believe that your complaint has not been handled properly, you may submit an objection to the Dutch Gaming Authority (*Kansspelautoriteit*) (PO Box 298 (2501 CG) The Hague, The Netherlands).

## **Article 7      Miscellaneous**

1. By entering this Competition, the entrant agrees to take part in any promotional activities to be organised within the context of this Competition and the prize award ceremony.
2. No correspondence will be entered into in respect of the result.
3. Any gaming tax due in the Netherlands will be paid by Dawn Foods.
4. Dawn Foods reserves the right, at its own discretion and without prior notification, to amend the Competition and/or these Terms during the Competition, or to terminate this Competition without stating reasons and without being obliged to offer the entrants any compensation. Dawn Foods will announce any amendments to the Competition and/or these Terms or termination of the Competition on the Competition Page.
5. If any of these Terms is invalid or invalidated, Dawn Foods may replace these with terms whose nature and purpose is as close to the invalid or invalidated provisions as possible without being invalid or invalidated themselves.
6. This Competition is governed solely by Dutch law. Any disputes will be settled by the competent civil court in Utrecht (the Netherlands).
7. This Competition is in compliance with the Dutch Code of Conduct for Promotional Games of Chance (*Gedragscode Promotionele Kansspelen*).

Version: July 5<sup>th</sup>, 2018