

Terms & Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all claimants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy of these terms and conditions for your information.

1. **Promoter:** KP Snacks, KP Snacks Ltd, Fifth Floor, The Urban Building, 3-9 Albert Street, Slough, SL1 2BE.

2. **Eligibility:** This prize promotion is open to all Manchester residents who live within a 2-mile radius of Northern Soul, 44 Tib St, M4 1LA, and who are aged 18 or over, except for anyone directly connected with the planning or administration of the prize promotion including KP Snacks employees, their agencies and their immediate families (spouse, parent, child, sibling, grandparent and/or 'step' family).

3. **Promotional Period:** The prize promotion opens at 11:00 on Friday 22nd April 2022 and closes at 23:59 on Sunday 24th April 2022.

4. Internet access and an Instagram account are required for entry. An Instagram account at Instagram.com. Participants are reminded to get the owner's permission before using a computer, device and/or internet-access which is not owned or paid for by the entrant to enter the Promotion. The Promoter will not be liable for any Internet or mobile connection, or other charges incurred in entering the Promotion.

5. The entry instructions form part of the rules. By entering, you agree to accept and be bound by the rules.

6. **How to enter**

a. Comment on @EATMCR promotional Instagram post using the three emoji's that best describe how you feel about this epic McCoy's Meal Deal.

b. Follow [@McCoys_official](#) and [@NorthernSoulmcr](#) on Instagram

c. Only 1 entry per person. If you enter more than once your first entry will be accepted and all others will be disqualified.

d. Only entries which complete the above actions will be eligible for winning.

e. Entries posted on Instagram stories are not eligible for entry. Entries posted anywhere other than under the [@EATMCR](#) promotional Instagram post will not be eligible for entry.

f. During the Promotional Period, some entries might be shared by the Promoter, or @EATMCR may comment on your entry. This does not mean that you are a winner, neither does it increase your chances of winning.

- g. Please follow [@McCoys_official](#) and [@NorthernSoulmcr](#) on Instagram until Tuesday 3rd May 2022, in the event that a redraw takes place.
- h. Any entries that we consider (in our absolute discretion) to be in breach of government COVID-19 guidelines/restrictions, political, dangerous, profane, suggestive, vulgar, offensive, indecent, illegal, racist, copied, offensive (including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group) cruel or fraudulent, or infringe on the rights or copyright of others will be immediately disqualified.
- i. We will not tolerate anyone who posts or is seen to be posting comments via any social media channel or anywhere else during this Promotion that we think are bullying, spiteful or upsetting to other entrants and followers of [@EATMCR](#), [@NorthernSoulmcr](#) or KP Snacks or directly aimed at us. Anyone acting in this way will be disqualified from the prize promotion.
- j. Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or late entries will not be accepted. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- k. No third party or bulk entries. Entries via third parties, consumer groups or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes apparent in the reasonable opinion of the Promoter that either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple Instagram accounts; acting fraudulently or dishonestly in the reasonable opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's or a household's entries or otherwise acting in violation of these terms, these participants and their household will be disqualified, and any prize entitlement will be void.

7. Winner Selection:

- a. There are 60 winners in total. All entries received will be placed into one random prize draw conducted by an independent third-party within 3 days of the closing date. The winners will be the first 60 entries randomly selected that meet the entry criteria.
- b. Please note that this is not a competition and entries are not judged.

8. Prize Fund:

- a. There are 60 prizes in total of a Meal Deal on Wheels. The prize consists of 1 x 'The Soul' grilled 3 cheese blend sandwich on sourdough from Northern Soul MCR and 1 x packet of McCoy's Thai Sweet Chicken crisps. The prize can only be delivered to an address within a 2-mile radius of Northern Soul, 44 Tib St, M4 1LA.
- b. There is no cash alternative to the prize stated and prize must be accepted by the named winners. Prize cannot be transferred to anyone else.
- c. The Promoter reserves the right to provide an alternative prize of equal or greater value should circumstances outside its control make this necessary.
- d. Max 1 prize per person.

9 Winner Notification and verification

- a. Winners will be contacted via an Instagram Direct Message by **@mccoys_official** by Weds 27th April 2022, notified of their win, and required to provide their postal address for prize delivery within 2 days of prize notification.
- b. If an Instagram winner does not follow **@mccoys_official**, they may receive a follow request from **@mccoys_official** to their Instagram account. A Direct Message will then be sent. Please check your Direct Message inbox.
- c. Only a reply via direct message from the same Instagram account that we notify will be accepted.
- d. If a winner does not respond within the initial 1 day of notification, they will be contacted again via a direct message and given a further 1 day to respond. If contact cannot be made, or the prize is not claimed, within 2 days of the initial prize notification date, the prize will be redrawn and awarded to a new winner.
- e. Any winner who does not live within the 2-mile delivery radius of Northern Soul, 44 Tib St, M4 1LA, will have their prize withdrawn and it will be awarded to a runner up drawn at the same time as the original winners.
- f. The final time and date for any redraw winners to claim their prize is 14:00 on 3rd May 2022, after which point it will not be possible to arrange further deliveries and any outstanding prizes will not be allocated.
- g.

10 Prize Delivery

- a. The Prize will be delivered on 3/5/22 or 4/5/22 subject to availability of the delivery company. The winners will not be able to choose their delivery date. The winners will be notified of their delivery date by Friday 29th April 2022.
- b. It is the responsibility of the entrant to provide their correct, up-to-date details when confirming acceptance of the prize in order for their prize claim to be processed. The Promoter cannot be held responsible for a winner failing to supply accurate information which affects prize acceptance or delivery of their prize.
- c. Whilst the Promoter will take all reasonable steps to ensure that its obligations relating to meeting specific timeframes for winner notification/prize fulfilment are met, the Promoter shall not be liable in any way for its inability to meet these timeframes resulting from an outbreak of Covid-19 either within its own business or with its third-party fulfilment provider.
- d. Should a national or local lockdown affect the Promoter's ability to meet these deadlines, it will fulfil its obligations as soon as is reasonably possible after its and/or its third-party fulfilment providers resume business as usual.

General:

12. Where we suspect that an individual has breached these terms and conditions, we reserve the right to verify the winner and ask for proof of identity, age and address and that they are the person associated with the winning notification.
13. Winners may be asked to take part in reasonable publicity relating to this prize draw without payment. Such publicity may include, without limitation, publishing the winners' name

and social media handle Instagram, and any statements made by them concerning the Promotion and the prize won as part of the Promotion on KP Snacks social media channels.

14. Data Protection: Any personal information that entrants share with the Promoter will be kept secure and only used in line with these Terms and Conditions and the Promoter's transparency notice available at <https://www.kpsnacks.com/transparency-notice/> By entering the Promotion, entrants agree that their information may be used by the Promoter to administer the Promotion in accordance with these terms and conditions.

15. The surname and county of the winners will be made available to anyone who requests it by emailing Mccoys@loveprizes.co.uk by 24th May 2022. Participants may request their surname and county is not published in the event they win by emailing Mccoys@loveprizes.co.uk before the closing date. However, the Promoter shall provide the surname and county of the winners to competent authorities upon request from such competent authorities (including the Advertising Standards Authority).

16. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Promoter and not to Instagram. All entries are also subject to Instagram's terms of use, and you can find them here <https://help.instagram.com/581066165581870>

17. We reserve the right to cancel, amend, withdraw, terminate or temporarily suspend this promotion for whatever reason, with no liability to any entrants or third parties if the failure to deliver our obligations is outside our reasonable control. However, if this happens, we will use all reasonable endeavours to avoid consumer disappointment.

18. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to winner notification or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries, including any such failure which is within the control of The Promoter or its agencies.

19. Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting the prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.

20. The promoter's decision is final and binding. No correspondence will be entered into.

21. The application and interpretation of these terms and conditions shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.