



### 1. The Promoter

The Promoter is: Globcal Holdings Ltd (for and on behalf of Vitaral Nutrition) (company number: 11292256) of Shelton Street, Greater London, England, WC2H 9JQ (the 'Promoter').

# 2. The Raffle Skill Competition

- 2.1 The Raffle Skill Competition refer to as "The Competition" is called "No Ordinary Cookware" (the 'Raffle Skill Competition') and is depending on the number of entries received by the Promoter to win either the Prize or the Cash Prize.
- 2.2 The Competition requires Entrants to complete an Entry Form (as defined) which includes the completion of an Entry Form which shall include answering a skill question, the Entrant's contact details (which shall include name, address, email address, phone number and relevant card payment details) for entry into the Competition, together the 'Entry Form'.

### 3. How to enter

- 3.1 The Competition will officially run from 00:01 on 15/06/2020 (the "Opening Date") to 23:59 on 15/12/2020 (the 'Closing Date') inclusive. In the event that up to 300,000 paid entries are made, we reserve the right to end the Competition and no further entries will be permitted until the new session.
- 3.2 All entries must be received by the Closing Date. All entries received after the Closing Date will be automatically disqualified and may still be charged.
- 3.3 Entrants can enter the Competition by:
  - 3.3.1 Making payment of £10.00 per entry; and
  - 3.3.2 Paying an administrative fee of £1 per transaction together totalling £11 per entry (the 'Payment'); and
  - 3.3.3 Entering the Competition online by creating an online account on the Website and answering the Competition question and up loading your best located looking carrot in a selfie on www.vitaral.co.uk and or it's associated social media by the Closing Date.
- 3.4 The maximum number of entries per individual is restricted up to 100.
- 3.5 The Promoter will not accept:
  - 3.5.1 responsibility for 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;

- 3.5.2 Entries received after the Closing Date; or
- 3.5.3 Entries which are subject to any chargeback, reversal of payment or fraud;
- 3.5.4 Entries purchased with a method of payment which is not controlled by and registered to the individual entering the Selfie and Skill Competition.
- 3.6 By entering the Selfie and Skill Competition, each Entrant warrants that they have provided the Promoter with accurate and up to date contact details on the Entry Form. The Promoter will not be liable for any failure to make contact with any Entrant as a result of any errors, omissions and inaccuracies provided by the Entrant on the Entry Form.
- 3.7 The Promoter will not accept responsibility for Entry Forms that they do not receive, regardless of cause, including but not limited to, as a result of failures in computer systems, network, server, computer hardware or software failure, high internet traffic and other malfunctions of any kind whatsoever.
- 3.8 By submitting an Entry Form each Entrant unconditionally accepts and agrees to comply with and be bound by these terms and conditions (the "Terms"), and agrees to be bound by the Promoter's decisions in respect of the interpretation of these Terms and otherwise in relation to the Selfie and Skill Competition. Entrants who do not comply with the Terms will not be eligible to win the Prize or alternatively, the Cash Prize. Once purchased, entries cannot be transferred, exchanged, refunded or returned.
- 3.9 Please see www.competition.vitaral.co.uk for a copy of the Competition Terms.
- 3.10 The Winner of the Prize or of the Cash Prize will be chosen at random, by up to 7 independent adjudicator from all valid and correctly answered entries received, on or before the Closing Date (the "Winner").

# **4 Eligibility**

- 4.1 The Competition is open to all residents in UK Nations & Regions and all entrants must be 18 years or over. It is the responsibility of the individual entering the Competition to ensure that doing so are lawful residence and that there would be no restriction on them winning and accepting the Prize or the Cash Prize ("Entrants"), with the exception of:
  - 4.1.a Employees of the Promoter;
  - 4.1.b Employees of agents or suppliers of the Promoter who are professionally connected with the Competition or its administration; or
  - 4.1.c Members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the Competition, the Entrant confirms that they are eligible to do so and eligible to claim the Prize or the Cash Prize as the case may be. The Promoter may require the Entrant to provide proof that the Entrant is eligible to enter the Competition.
- 4.3 The Promoter will not accept entries that are:
  - 4.3.1 Automatically generated by computer;
  - 4.3.2 Completed by third parties or in bulk;
  - 4.3.3 illegible, have been altered, reconstructed, forged or tampered with;
  - 4.3.4 incomplete;

- 4.4 In the event of a dispute regarding the identity of the individual submitting an Entry Form, the Entry will be deemed to be submitted by the individual in whose name the e-mail account associated with the Entry Form is registered on the date the Entry Form is submitted.
- 4.5 The Promoter reserves all rights to disqualify an Entrant if the Entrant's conduct is contrary to the spirit or intention of the Competition or the Entrant has acted or is in breach of any of the Terms.
- 4.6 Entries cannot be returned.

## **5 The Prize**

- 5.1 Entrants should note that the prize will either be the Prize or the Cash Prize as set out at clauses 5.2 and 5.3.
- 5.2 The prize is the Salad Master Executive Chef Set (the "Prize"). The Prize will be delivered to the Winner on 15 Dec 2020, free of charge. A presentation shall take place on the delivery date including a live cooking demonstration as a 3 course meal. The Promoter does guarantee the value of the Prize and its structural condition. Entrants can rely on their own enquiries and legal advice in relation to the Prize before entering the Competition.
- 5.3 In the event that the Promoter does not receive 4,500 paid entries by the Closing Date, the prize will not be the Prize but will be a cash prize which will be 25% of the total amount of Payments received less the transaction fees. \*The 25% figures refer to all entry fees received but excludes the payment processing fee. For example, if 1,000 paid entries were sold at £11, total entries would be £11,000 less payment processing fees would be £1,000. Therefore the winner would receive 25% of £10,000 which is £2,500.
- 5.4 The Winner of the Prize shall complete and sign a order form and delivery note (and any other relevant documents) to transfer the Prize into the Winner's name within 30 days of transfer of the Prize. This will give them a none transferable limited lifetime warranty.
- 5.5 Where the Prize has been won in accordance with clause 2.1, the Promoter shall register the Prize with Salad Master in the Winner's name.
- 5.6 The Winner is responsible for all and any other expenses, charges, costs and arrangements not specifically and expressly included in these Terms.
- 5.7 The Prize or the Cash Prize is not negotiable or transferable.
- 5.8 If the minimum number of 4,500 entries have not been sold by the Promoter by the Closing Date, the Winner shall be required to provide the Promoter with its nominated bank details in writing for the Cash Prize to be paid into. By providing its nominated bank details, the Winner warrants that the Winner's bank details are accurate and correct. The Promoter shall rely on the written bank details provided by the Winner. The Promoter shall not be liable or responsible for any inaccuracies, errors or delays arising as a result of the bank details not being correct.
- 5.9 The Executive Chef Set furnishes the cookware pieces needed to prepare any kind of recipe, and includes many specialty and accessory pieces that meet your cooking needs. Even if you're not as exactly a chef, this set could make you feel like one.

  Set includes:
- 1 Qt. (.9L) Sauce Pan with Cover, 1.5 Qt. (1.4L) Sauce Pan with Cover, 2 Qt. (1.8L) Sauce Pan with Cover, 3 Qt. (1.8L) Perforated Basket, 3 Qt. (2.8L) Sauce Pan with Cover, 4 Qt. (3.8L) Roaster with Cover, 5 Qt. (4.7L) Roaster with Cover, 7 Qt. (6.6L) Roaster with Cover, 9 Qt. (8.5L) Braiser Pan with Cover, 10 Qt. (9.5L) Roaster with Cover, 16 Qt. (15.1L) Roaster with Cover, 9 in. (22.9cm) Skillet with Cover, 11 in. (27.9cm) Skillet with Cover, 8 in. (20.3cm) Chef's Gourmet Skillet, 10 in. (25.4cm) Chef's Gourmet Skillet, 12 in. (30.5 cm) Chef's Gourmet Skillet, , 7 Qt. (6.6L) Wok with Cover, 5 Qt. (4.7L)

Multi-Purpose Oil Core Roaster with Cover, MP5 Inset, 12 in. (30.5cm) Electric Oil Core Skillet with Cover, Whistling Tea Kettle, 11 in. (27.9cm) Square Griddle, Kitchen Shears, 16.5 in. x 12 in. (41.9cm x 30.5cm) Oval Baking Dish, 9 in. x 13 in. (22.9cm x 33cm) Bake and Roast Pan, 11 in. Utility Rack with 6 Egg Cups, 7 Piece Kitchen Tool Set, 2Qt. (1.8L) Pudding Pan, 3.5 Qt. (3.3L) Double Walled Salad Bowl, 18.5 in. x 13 in. x 7.875 in. (47cm x 13cm x 20cm) Turkey Roaster with Utility Rack and Cover, 6 Piece Bakeware Set, 3 Piece Mixing Bowl Set, Stainless Steel Powdered Cleaner.

## 6 Winners and final decision

- 6.1 The Winner will be selected at random from all correct skill entries by up to 3 independent adjudicator. An Alternate Winner will also be selected at the same time. Incorrect entries will not be entered into the draw.
- 6.2 The decision by independent adjudicator is final and no correspondence, communication or discussion will be entered into.
- 6.3 The Winner of the Selfie and Skill Competition will be announced on the Website as soon as reasonably practicable after the Winner has been selected following the Closing Date ("Announcement Date").
- 6.4 The Promoter will contact the Winner of the Prize or Cash Prize by way of telephone call and email as soon as reasonably practicable after the Announcement Date, using the telephone number or email address provided on the Winner's Entry Form.
- 6.5 Subject to the Winner's consent, the Promoter shall publish the name and region of the Winner on the Website within 48 hours of the Winner claiming the Prize or the Cash Prize, as the case may be, in accordance with clause 7. In the absence of consent, the Winner's consents to his/her initials and city/town of residence only being published.

## 7 Claiming the prize

- 7.1 The Winner of the Prize or the Cash Prize, as the case may be, will have 35 days from the Announcement Date to claim the Prize or the Cash Prize. The Winner may be required to provide proof of their identity and payment method to prove that they entered the Selfie Skill Competition. If the Winner does not claim the Prize or the Cash Prize within 35 days, or cannot be contacted by the Promoter using the contact details provided on the Entry Form, the Winner's claim will become invalid and they will no longer be entitled to claim the Prize or the Cash Prize.
- 7.2 The Prize or the Cash Prize may not be claimed by a third party on the Winner's behalf.
- 7.3 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 the Prize or the Cash Prize within 35 of days of the Announcement Date, the Promoter will offer the Prize or the Cash Prize to the next individual selected from the correct entries that were received before the Closing Date, in accordance with these Terms (the "Alternate Winner"). The Alternate Winner shall have 35 days from the announcement to claim their Prize or Cash Prize and the same contact arrangements as set out above shall apply. In the event that the Alternate Winner cannot be contacted, the draw will be rerun and a new Winner will be selected, until the Prize or the Cash Prize has been claimed.
- 7.4 The Promoter will make all reasonable efforts to contact the Winner(s). If a Winner cannot be contacted or is not available or has not claimed the Prize or the Cash Prize within 35 days of the Announcement Date the Promoter does not accept any responsibility for any loss howsoever caused.

# **8 Limitation of liability**

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 or Cash 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.

# 9 Data protection and publicity

- 9.1 The Promoter will only process your personal information as set out in the Privacy and Policy & Cookie Policy. See also condition 6.5, with regard to the announcement of the Winner or any Alternate Winner. By entering the Selfie and Skill Competition, each Entrant agrees that any personal information provided with the Entry Form may be held and used only by the Promoter or its agents and suppliers to administer the Selfie Skill Competition. All personal information shall be held in accordance with the Privacy Policy.
- 9.2 The Winner of the Selfie and Skill Competition agrees that, subject only to the Winner's consent, the Promoter may use their name, image and town or county of residence to announce the Winner of this Skill Competition and for any other reasonable and related promotional purposes.
- 9.3 The Winner further agrees, subject only to the Winner's consent, to participate in any reasonable publicity required by the Promoter.

### 10 General

- 10.1 If there is any reason to believe that there has been a breach of these Terms, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Selfie and Skill Competition.
- 10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Selfie and Skill Competition where it becomes necessary to do so.
- 10.3 These Terms shall be governed by English law, and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
- 10.4 If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and the remaining clauses shall survive and remain in full force and effect.

# Schedule One (the 'Prize')

The prize is the Salad Master Executive Chef Set (the "Prize"). The Prize will be delivered to the Winner after 15 Dec 2020, free of charge. The Promoter guarantee the value of the Prize and its structural condition. Entrants can rely on their own enquiries and legal advice in relation to the Prize before entering the Selfie and Skill Competition.

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