

TERMS AND CONDITIONS

UK

These Terms and Conditions (“**Terms**”) are applicable to the promotion (“**Promotion**”) as set forth in Articles 3 and 4 which is offered by H.J. Heinz Foods UK Ltd having its registered office in The Shard, 32 London Bridge Street, London, SE1 9SG and/or one of its affiliated companies (collectively referred to herein as “**Tingly Ted’s**”). By participating in the Promotion you unconditionally agree to the applicability of these Terms and any general terms of social media platforms, such terms and conditions are beyond the control of Heinz, including but not limited to Instagram, Facebook, and TikTok, which may remain fully applicable in addition to these Terms.

Article 1 – General

- 1.1 Entry is open to residents of the UK who are at least sixteen (16) years of age at the time of entry.
- 1.2 Persons younger than sixteen (16) years of age require parental consent or consent of a legal guardian in order to participate in the Promotion.
- 1.3 Anyone directly professionally connected to the selection of the winner(s) of the Promotion is ineligible to enter this Promotion.
- 1.4 There is a limit of one (1) entry per person.
- 1.5 Tingly Ted's Privacy Policy and Disclaimer, which can be consulted online at [Privacy Policy | Tingly Ted's \(tinglyteds.co.uk\)](#), are applicable to the Promotion in so far as not explicitly provided otherwise in these Terms.
- 1.6 Tingly Ted’s is entitled to modify these Terms during the Promotion Period without prior notice to participants.
- 1.7 Modifications of these Terms by Tingly Ted’s will be published on Tingly Ted's website [Privacy Policy | Tingly Ted's \(tinglyteds.co.uk\)](#), where you have the ability to save and/or print a copy of the Terms.
- 1.8 This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including but not limited to, Instagram, Facebook or TikTok.

Article 2 – Data

- 2.1 To enable Tingly Ted’s to communicate with you, you can be asked to provide personal data to Tingly Ted’s (e.g. name, (e-mail) address, (mobile) phone number).
- 2.2 You guarantee that all the information provided by you is correct, accurate and complete. Participants who provide incorrect information may be disqualified from the Promotion.
- 2.3 During your visit to the Tingly Ted’s website data could be obtained by using a cookie file which is stored on the hard drive of your computer. Tingly Ted's website uses cookies to distinguish you from other users of our website. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. This however can negatively influence the website's performance. For detailed information on the cookies we use and the purposes which we use them for see our Cookie policy, which can be consulted online at [Privacy Policy | Tingly Ted's \(tinglyteds.co.uk\)](#).

- 2.4 The data you provide to Tingly Ted's shall be collected and processed only to the extent and in such a manner as is necessary for the purposes specified in these Terms. Tingly Ted's will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with Tingly Ted's privacy policy. Tingly Ted's shall not sell or transfer your personal data to third parties which are not part of the Kraft Heinz Company without your prior consent.
- 2.5 Tingly Ted's can collect and process personal data for the following purposes:
- a. to carry out obligations arising from any agreements entered into between you and Tingly Ted's;
 - b. to carry out any other (legal) obligations;
 - c. to provide you with information, products or services that you request from Tingly Ted's or which Tingly Ted's thinks may interest you, where you have explicitly consented to be contacted for such purpose, in particular regarding the Promotion, other promotional games of chance or special offers; or
 - d. to deliver the available prize to the winner.
- 2.6 Tingly Ted's will take all appropriate security measures to protect your personal data against loss, damage or unlawful or unauthorised processing.
- 2.7 You are entitled to make a formal request for the information that Tingly Ted's holds about you. Furthermore, you have the right to require Tingly Ted's to modify or delete personal data. You can exercise these rights at any time by contacting Tingly Ted's 's customer service, see Article 10 for contact details.
- 2.8 Personal and computer data can be connected to a computer or an IP (Internet Protocol) address to make it easier for you to require information from Tingly Ted's or to participate in future promotional games of chance. Only computer data, not being personal data, shall be used for tailoring promotional games of chance to your preferences.
- 2.9 When parental consent or consent of a legal guardian has been given for participation on behalf of persons younger than sixteen (16) years, Tingly Ted's shall only use personal data needed for participation in the Promotion.

Article 3 – Prize

- 3.1 There will be three (3) winner(s) of the Promotion. Two winners will win: a Tingly Teds signed bottle (hereinafter each referred to as the “**Prize**” which includes the plural where appropriate) and one winner will win: Tingly Ted's T-shirt.
- 3.2 The Prize is personal to the winner. The Prize cannot be returned, is non-assignable and non-transferable.
- 3.3 Tingly Ted's reserves the right to offer an alternative Prize of equal or greater value should the original Prize offered become unavailable for reasons beyond its control.

Article 4 – Promotion

- 4.1 To participate in this giveaway, each participant will need to fill the online form by submitting their email address.
The Promotion will run on Tingly Teds Instagram platforms @TinglyTeds (the “**Account(s)**”). During the Promotion Period the Account(s) will post an announcement of the Promotion. To enter, an entrant must:
Fill the online form by submitting their email address.
- 4.2 This promotion will run from 28/10/2024 – 00h00am to 08/11/2024 – 11h59pm (the “**Promotion Period**”).
- 4.3 All competition entries must be received by Tingly Ted's by no later than 08/11/2024 - 11h59pm. All entries received after this moment are automatically void.
- 4.4 The winner(s) will be selected at random from all valid entries via an independently verified, randomised computer process within three (3) working days of the closing date in paragraph 4.3. Tingly Ted's decision is final and binding and no correspondence will be entered into.
- 4.5 The winner(s) of the Promotion will be contacted by email within 14 calendar days and, if not already provided, may be asked to provide contact information, including but not limited to, telephone and/or home address and/or e-mail, to facilitate the sending of the Prize.
- 4.6 To accept the Prize, winners must reply to the message within 48 hours of the message being sent, confirming that:
- a. They accept the Prize in accordance with the message; and
 - b. They give their consent to process their personal data solely to enable the facilitation of the Prize.
- 4.7 Winners can only win once during the Promotion Period.
- 4.8 Tingly Ted's will make all reasonable efforts to contact the winner(s). If the winner(s) cannot be contacted or is not available, Tingly Ted's reserves the right to offer the Prize to a new selected winner(s).
- 4.9 Prizes will be delivered only to an address in the UK.
- 4.10 Any betting and gaming taxes or levies due upon the award of the Prize pursuant to the tax laws of the jurisdiction where a taxable event for such tax purposes is deemed to take place will be borne by Tingly Ted's to the extent permitted by law. All forms of other foreign, domestic or local taxes (including but not limited to individual income taxes) that may be imposed or assessed by any relevant jurisdiction as a result of participation of the Promotion or the award of Prize(s) shall be borne by and for the account of the relevant winner of the Prize(s) and/or the participant.

Article 5 – Shipping costs of the Prize

- 5.1 All reasonably incurred costs related to shipment of the Prize (including VAT) will be paid by Tingly Ted's.

- 5.2 The Prize will be sent to the address provided by the winner(s) or given at the time of entry and within four (4) weeks after the end of the Promotion Period.

Article 6 – Liability

- 6.1 You agree that participation in the Promotion is at your own risk.
- 6.2 You declare that you are the sole owner of the intellectual property rights of all materials and information, such as but not limited to copyright, designs, recipes and pictures, irrespective of the method of submission (e.g. orally, electronically or in writing), submitted to Tingly Ted's in connection with the Promotion ("**Materials**"). You also declare that the Materials do not infringe any third party rights and are not otherwise unlawful. You indemnify Tingly Ted's for any third party claims regarding the Materials.
- 6.3 In the event that Materials infringe any third party rights or is otherwise unlawful, Heinz is entitled to disqualify your entry and to hold you liable for any damages caused as a result.
- 6.4 Tingly Ted's will in any circumstances not be responsible or liable for any Promotion entries and any Materials.
- 6.5 Tingly Ted's will in any circumstances not accept any liability for any loss or damage, direct and/or indirect, in connection with the Promotion, including but not limited to:
- a. the Prize sent by Tingly Ted's;
 - b. the cancellation, interruption, or alteration of the Promotion;
 - c. the unlawful use of any used systems by third parties.

Article 7 – Intellectual property

- 7.1 "**Intellectual Property**" means any patents, patentable rights, rights in inventions, utility models, plant varieties, moral rights, personality rights, trademarks, trade dress, goodwill, business names, company names, domain names, copyright, design rights, rights in data, database rights, rights in know-how, specifications, recipe formulations, trade secrets and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country (whether or not registered, whether present, future or contingent, and including without limitation all renewals, extensions, revivals or accrued rights of action) and all pending applications for and right to apply for or register the same.
- 7.2 Intellectual Property, including but not limited to copyrights are the sole and exclusive property of Tingly Ted's and shall vest in Tingly Ted's.
- 7.3 To the extent legal title to all such Intellectual Property does not automatically vest in Tingly Ted's, you hereby transfer and assign to Tingly Ted's which transfer and assignment is hereby accepted all worldwide right, title and interest in and to any such Intellectual Property.
- 7.4 In so far as possible by law, you hereby waive and agree never to assert against Tingly Ted's Intellectual Property to claim authorship, object or prevent modification, or control the publication or distribution with respect to any works protected by Intellectual Property.

- 7.5 To be complete, Tingly Ted's or its sub-licensee is entitled to shorten, alter or remove any Materials in its sole discretion without (prior) notice and/or consent by you.
- 7.6 By participation in the Promotion you give Heinz the right to use your name and/or Materials on, included without limitation:
 - a. Prize; and/or
 - b. Tingly Ted's website and social network pages including but not limited to Twitter, Instagram, Facebook and TikTok.
- 7.7 Hyperlinking to the Promotion is permitted provided that the following conditions are held:
 - a. A hyperlink can only be used to link to the homepage of the Promotion;
 - b. Advertisements, copyright notices and other notifications on the homepage of the Promotion are not hidden;
 - c. Suggesting or mentioning that Tingly Ted's sponsors or supports your website is not allowed;
 - d. Hyperlinks are removed promptly if requested by Tingly Ted's.

Please also check the applicable conditions of your website provider.

Article 8 – Rights of Tingly Ted's

- 8.1 Tingly Ted's reserves the right to disqualify any entry which has not been made in compliance with these Terms or any applicable legal obligation, without prior notice and to its own discretion, without being liable for any possible damages. Tingly Ted's decision will be final and binding in all matters and no correspondence will be entered into.
- 8.2 Tingly Ted's reserves the right to select (an) alternative winner(s) in the event that any winner(s) have/has contravened any of these Terms.
- 8.3 Tingly Ted's reserves the right to cancel, suspend, or amend the Promotion without prior notice and at its own discretion, without being liable for any possible damages, to the extent permitted by applicable law.
- 8.4 The Promotion entry and any accompanying material can be used for private use without prior consent by Tingly Ted's.
- 8.5 Unauthorised modification of software applications used for the Promotion without prior consent by Tingly Ted's ('hacking') is prohibited. Heinz will hold you liable for any damage suffered by Tingly Ted's in this respect.
- 8.6 The Promotion or the Prize may not be used to:
 - a. voice political, religious, violent, sexual or racist opinions which are unlawful or are contrary to good morals;
 - b. offend, tease, discriminate or make any sexual allusion;
 - c. place harmful software (e.g. viruses or worms) on Tingly Ted's software;

- d. damage Tingly Ted's or Kraft Heinz's good name;
- e. infringe the (intellectual property) rights of third parties.

Article 9 – Release

9.1 You hereby release and discharge Tingly Ted's, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of your name, likeness, voice, image, and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. This release shall be binding upon you, your heirs, legal representatives, and assigns.

Article 10 – Contact Details

10.1 If you have any queries, remarks or complaints on the Promotion or these Terms, please contact:

H.J. Heinz Foods UK Ltd
The Shard, 32 London Bridge, SE1 9SG
help@tinglyteds.com

Article 11 – Miscellaneous

11.1 If and to the extent that any provisions of these Terms are not legally valid or are declared void or unenforceable by any court, the other provisions of these Terms shall not be effected.

11.2 These Terms shall be governed by the laws of England & Wales.

11.3 All disputes arising in connection with these Terms and/or the Terms shall be submitted to the exclusive jurisdiction of the courts of England & Wales.