Competition Terms & Conditions - The Single Biggest Shift X Burnt Chef

1. Introduction

1.1 By participating in the competition you are agreeing to these competition terms and conditions. The competition is being run by <u>Planday</u> in collaboration with <u>The Burnt Chef Project</u>.

1.2 Competition will run from 15th April until the 2nd June.

2. Eligibility to Enter

2.1 The competition is open to all individuals who work within UK shift bases businesses that made a pledge via <u>thesinglebiggestshift.com</u>. Entrants must be over 18 years of age. Planday & The Burnt Chef Project employees and associates are excluded from the draw.

2.2 By entering the competition, you confirm that you are eligible to do so and that you are eligible to receive any prizes that may be awarded to you.

2.3 There is a limit of one entry per person and the competition is completely free to enter. Entrants will receive a confirmation email.

3. The Prize

3.1 The winning prize will be one of eight training courses run by The Burnt Chef Project.

3.2 The winning prize must be taken within six months of notification and will be delivered online during standard UK working hours and to a maximum of 16 people.

3.3 The prize is non-transferable and non-exchangeable, and no cash alternatives will be provided.

3.5 We reserve the right to substitute prizes of equal or greater value if circumstances beyond our control require doing so.

3.6 Planday's decision on any aspect of the competition is final and binding, and no correspondence will be entered into about it.

4. Winner Announcement

4.1 The winner will be chosen at random and notified via the email address provided 2 weeks after the competition end date.

4.2 Planday will make two attempts to contact the winner via email.

4.3 If the winner does not respond to the emails informing them of their win within 14 days of the second email, they forfeit their right to the prize, and Planday reserves the right to select and notify a new winner.

5. Data Protection and Publicity

5.1 You agree that any personal information that you provide when entering the competition will be used by Planday in accordance with our <u>Privacy Policy</u>.

5.2 All entrants may request information on the winning participant by contacting Planday.

5.3 If requested by Planday, the winner agrees to release their name and business to any other competition participants or on Planday's or The Burnt Chef's social media accounts.

5.4 The winner's name and picture may be announced on Planday's website and social media channels.

6. Limitation of Liability

6.1 Planday accepts no liability for any damage, loss, injury, or disappointment suffered by any entrants as a result of participating in the competition or being selected for a prize.

7. General

7.1 Planday reserves the right, at any time and without prior notice, to cancel the competition or amend these terms and <u>conditions</u>.

8. Governing Law and Disputes

8.1 Governing law

The validity, interpretation, and performance of this Contract shall be governed by and construed under the laws of the UK excluding its conflict of laws provisions. The United Nations' Convention on the International Sale of Goods shall not apply.

8.2 Negotiations

Should a dispute arise between the Parties as to the interpretation or the legal effects of the Contract, the Parties shall first seek to resolve such dispute through negotiations. If such

negotiations do not succeed within ten (10) Working Days, or a different period agreed by the Parties, each of the Parties may request that the dispute be brought before (i) an independent expert appointed by the Parties, or (ii) submitted for mediation, cf. clause 24.3, or (iii) the UK Courts, cf. clause 24.4.

8.3 Mediation

If a dispute related to this Contract has not been resolved after negotiations, the Parties shall attempt to resolve the dispute through mediation administered through English Law.

8.4 Competent courts

If a dispute is not resolved through negotiations, through mediation or by an independent expert, the dispute may be brought before UK courts, who will have exclusive jurisdiction.