

CANADA TERMS AND CONDITIONS

Mr Kipling Cashback Offer

The offer and eligibility

1. Offer is open to residents of Canada (excluding the Province of Quebec) who have reached the legal age of majority in their province/territory of residence. Employees and their immediate families of the Promoter, its related companies, and the Promoter's agencies associated with this offer, are ineligible to enter.
2. Valid PayPal account required to receive cash back.
3. To participate in the offer and receive cash back by way of transfer to a valid PayPal account, for the amount paid for one (1) Product ('the **Cash Back**'), claimants must:
 - a. purchase a Product from any Canadian retailer during the Offer Period; and
 - b. register their purchase on or prior to 11 December 2023 at 11:59 p.m. EST (the "**Registration Deadline**") by visiting www.mrkiplingpromotions.ca and provide the requested information, which includes the claimant's:
 - i. purchase receipt showing proof of purchase of the Product during the Offer Period from a Canadian retailer; and
 - ii. name and email address (this email address must be linked to your PayPal account).
4. In these terms "**Product**" refers to any one of the following products:
 - a. Mr Kipling Vanilla Snack Pack Cake Slices 165g
 - b. Mr Kipling Chocolate Snack Pack Cake Slices 165g
 - c. Mr Kipling Lemon Snack Pack Cake Slices 165g
 - d. Mr Kipling Salted Caramel Snack Pack Cake Slices 165g
5. The offer commences at 12:01 a.m. EST on 15 November 2023 and closes at 11:59 p.m. EST on 4 December 2023 or while Product stock lasts, whichever occurs first ('**Offer Period**'). Purchases made after the close of the Offer Period will not be eligible for the Cash Back. Claimants will only be able to submit a registration for the Cash Back until the Registration Deadline. This offer is not valid in conjunction with any other offer.
6. All registrations for Cash Back are deemed to be received at the time of receipt by the Promoter (and not the time of transmission by the claimant). Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

Conditions of offer

7. The purchase and, if relevant, delivery of the Product is in all cases subject to the terms and conditions of purchase of the relevant retailer.
8. Limit of one (1) Cash Back per eligible person applies during the Offer Period.
9. Offer is not transferable and not redeemable for cash other than as outlined in these terms.
10. The Promoter reserves the right to request verification of age, identity, and residential address of claimants and any other information relevant to participation in this offer. Verification is at the discretion of the Promoter, whose decision is final. If there is any reason to believe that an individual is involved in any way in interfering with or tampering with the conduct of this Cash Back offer or has otherwise breached these terms (including by providing false or insufficient information) then the Promoter may at its sole discretion, reserve the right to exclude that individual from the Cash Back offer.

Liability

11. By participating in the offer, to the fullest extent permitted by applicable law, each participant agrees to release, discharge and hold harmless the Promoter, its parent companies, subsidiaries, affiliates, distributors, suppliers, advertising/promotion agencies, and any other entity involved in the development, administration or fulfillment of this offer, and their representatives, agents, successors, assigns, employees, officers and directors (collectively the "Releasees") from any and all injuries, liability, losses and damages of any kind resulting from participation in the offer. Without limiting the generality of the foregoing, the Releasees will not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of the claimant accepting the offer and/or using the Product, except for any liability which cannot be excluded by applicable law .
12. Any costs associated with participating in the offer, including accessing relevant web pages, are the responsibility of claimants. All other incidental and ancillary costs including but not limited to insurance, taxes (excluding applicable sales tax) and any and all other expenses are the sole responsibility of the claimant.
13. Except for any liability that cannot be excluded by law, the Releasees accept no responsibility for late, lost or misdirected purchase receipts, registrations, mail or other communications. The Releasees assume no responsibility for any failure to receive a registration or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the offer.
14. Delivery of the Cash Back is not instant. Once the Promoter validates the registration for Cash Back submitted by the claimant in accordance with these terms, claimants can expect to receive the Cash Back within approximately 7 business days.

Collection and use of personal information

15. The Promoter may disclose personal information to its related companies and to third parties (including promotional partners, contractors and agents) both within Canada and overseas (including England and Wales, where the Promoter's ultimate holding company is registered) for the purposes of the conduct of the Cash Back offer.
16. If personal information requested by the Promoter in the course of conducting the Cash Back offer is not provided, the claimant may not be eligible to participate in the offer and/or the Promoter may not be able to provide the Cash Back.
17. By submitting a claim, you acknowledge that any personal information provided by you with your claim may be held and used by the Promoter or its agents and its sub-contractors, solely for the purpose of enabling the Promoter to administer this Promotion (i.e. assess the validity of your claim and process your refund etc.). Please see our Promotion Privacy Notice available on the website for full details on how we collect and handle your personal information. The Promotion Privacy Notice does not, other than as expressly stated therein, provide information on how third-party applications or service providers (such as PayPal) collect and handle your personal information and you should review their privacy notice, separately.
18. If you have any questions about how we handle your personal data, or want to make a complaint about how we handle your data, please contact privacy@premierfods.co.uk.

General

19. These conditions are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
20. In the event of any discrepancy or inconsistency between these English terms and disclosures or other statements contained in the French version of these terms or any other offer-related materials, the terms and conditions of these English terms shall prevail, govern and control to the fullest extent permitted by law.

21. Without limiting any other terms herein, the Promoter reserves the right, in its sole discretion, to withdraw or amend this offer in any way, and/or to amend these official terms and conditions without prior notice or obligation, in the event of: (i) any error, technical problem, fraud, or any other cause beyond the reasonable control of the Promoter that interferes with the proper conduct of this offer as contemplated by these terms; and/or (ii) any accident, printing, administrative or other error or any kind.
22. The "Promoter" is Premier Foods Group Limited, Premier House, Centrium Business Park, St Albans, AL1 2RE, UK