

TABASCO® Brand – Tik Tok Competition Rules

1. COMPETITION AND RULES

- 1.1 The following rules ('the Rules') apply to the 'Battle of the Butty' competition (' the Competition').
- 1.2 The Competition is operated by Hunter Public Relations UK Limited 'Hunter', on behalf of McIlhenny Company. Hunter is a company registered in the United Kingdom under number 09548583 having its registered office at 25 Charterhouse Square, London, United Kingdom, EC1M 6AE.
- 1.3 By submitting your entry, you agree to abide by these rules and give the undertakings and grant the rights as set out below. Please read these rules carefully before entering the Competition.
- 1.4 The Competition shall have an open category – open to all individuals meeting the qualification criteria set out below, and a professional category.

2. ENTRY

- 2.1 Entries (open category) are to be made by uploading a video to TikTok or Instagram making a sandwich featuring TABASCO® Brand pepper sauces and tagging @TABASCO and @LUNCHLUNCHEON on Instagram with #ButtyBattle or @TABASCOBrand and @LUNCHLUNCHEON on Tik Tok with #ButtyBattle
- 2.2 Alternatively, entries can also be made by uploading to an Instagram account.
- 2.3 Users may make multiple entries but are not eligible for more than one prize where multiple prizes are awarded.
- 2.4 Entries must be uploaded with suitable public access to permit dueting by Max Halley on the @LUNCHLUNCHEON TikTok and @TABASCO Brand TikTok account.

3. ELIGIBILITY

- 3.1 The Competition (open category) is open to all UK residents located in the UK and aged 18 or over.
- 3.2 The professional category is open to professional chefs operating in the UK by prior invitation only.
- 3.3 Employees of **Hunter** or McIlhenny Company or any MDC partner Agency; and employees of their respective affiliates and subsidiaries; any persons involved in the creation, development, or implementation of the Competition; and any other persons or entities directly associated with this contest and any members of their immediate families or households are ineligible to participate.
- 3.4 Entries must be uploaded by 23:59 GMT on 21st November 2021.
- 3.5 Any entries received from individuals that do meet these criteria may still have their entries processed, dueted, and used in accordance with these Rules, but will not be eligible for a prize.

4. SELECTING THE WINNERS

- 4.1 Selected entries will be dueted by Max. Entry does not guarantee that Max will duet the entry, or that your entry will be viewed by Max.

4.2 Those entries dueted will be submitted to a vote of Tik Tok users. The vote is indicative only and **Hunter** shall have the ultimate decision as to the prize winner.

4.3 **Hunter** reserves the right, in its absolute discretion, to eliminate entries from consideration.

4.4 **Hunter's** decision as to whether to duet entries, and as to the ultimate winner, will be final.

5. PRIZE

5.1 Each winner will receive a year's supply ([●] bottles) of TABASCO® Brand Pepper Sauce

5.2 The winner of the Competition (professional category) will receive a £2,000 grant to fund capital improvements to their restaurant. No cash alternative is available.

5.3 The winner of the Competition (open category) will receive a £1,000 grant to use as they wish in improving their sandwich skills, or just to eat their way around the nation.

6. PLATFORM GUIDELINES

6.1 The Competition is in no way endorsed, sponsored, or administered by or associated with TikTok or Instagram. By entering the Competition, you acknowledge that neither TikTok nor Instagram shall be liable from any loss you suffer arising directly or indirectly, from your participation in the Competition.

6.2 By entering the Competition, you agree and undertake that your entry and your conduct in relation to the Competition will be in full compliance with TikTok's Community Guidelines. You can view those guidelines here: <https://www.tiktok.com/community-guidelines?lang=en>

6.3 If you are entering via Instagram, you agree and undertake that your entry and your conduct in relation to the Competition will be in full compliance with Instagram's Community Guidelines. You can view those guidelines here: <https://help.instagram.com/477434105621119>

7. SUPPLEMENTAL GUIDELINES

7.1 In addition to complying with the TikTok and (as appropriate) Instagram guidelines, Entries must not:

7.1.1 incorrectly tag any person;

7.1.2 contain any advertising or promotion of any product or service;

7.1.3 depict any unlawful activity or contain any incitement to commit any unlawful activity;

7.1.4 contain any copyright works or other content protected by an intellectual property right, belonging to any third party.

8. INTELLECTUAL PROPERTY

8.1 By entering the Competition you:

8.1.1 warrant, represent and agree that your entry is your original work and does not infringe any intellectual property right of any third party;

8.1.2 irrevocably grant permission for your entry to be dueted on the @LUNCHLUNCHEON TikTok @TABASCOBrand TikTok account;

- 8.1.3 grant **Hunter** an exclusive, perpetual, irrevocable, royalty-free, fully paid up, freely assignable and sub licensable, worldwide licence, to make and distribute copies of your video entry and to use, display, exhibit and distribute copies to the public, or to do the same acts in relation to any part, adaptation, or translation in connection with any use including any promotional, advertising or other activities; and
- 8.1.4 waive your rights under Chapter IV of the Copyright, Designs and Patents Act 1988 (moral rights) and all equivalent rights everywhere in the world, including the right to attribution and against derogatory treatment.

9. PERSONAL DATA

- 9.1 By entering the Competition, you accept and acknowledge that Hunter will process your personal data in accordance with its privacy notice. A copy of the Hunter Privacy Notice can be found here ¹[LINK]. Please ensure you have read the privacy notice and understood its content before entering the competition.

10. MISCELLANEOUS – LIABILITY OF HUNTER

- 10.1 Proof of electronic submission to the Competition is not proof of receipt of such submission by Hunter.
- 10.2 Without prejudice to any other terms and conditions of these Rules, insofar as is permitted by law, Hunter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss or damage occurring as a result of taking up the Competition prize. Your statutory rights are not affected.
- 10.3 Hunter is not responsible for any emails or other forms of electronic communication that do not arrive.
- 10.4 Hunter does not accept liability for the misuse of videos or images and/or the failure of any third party to comply with the sub-license granted pursuant to rule 8.1.3.

¹ To be provided and uploaded alongside these Rules.