

## BISTO OPEN DOOR SUNDAY

### TERMS & CONDITIONS FOR USE OF MATERIAL

These “**Terms and Conditions**” govern the relationship between (1) Premier Foods Group Limited whose registered office is at Premier House, Centrium Business Park, Griffiths Way, St Albans, Hertfordshire, AL1 2RE (“**Bisto**”); (2) Bisto’s nominated third party McCann Erickson Advertising Limited whose registered office is at 7-11 Herbrand street, London WC1N 1EX (the “**Agency**”); and (3) you, the owner of the Material (“**You**” or “**Your**”).

By uploading Materials (defined below) to Bisto’s website at bistotogetherproject.com (the “**Website**”) You agree to be bound by these Terms and Conditions.

For the purposes of these terms and conditions, the “**Campaign**” shall mean Bisto’s campaign to encourage people to invite their neighbours for Sunday lunch and to share their stories, photos and / or videos of their Sunday lunch moments and their Sunday lunch recipe ideas or any other materials uploaded relating to their Sunday lunch moments (the “**Materials**”) which Bisto may, at its sole discretion, publish on the Website and / or, in its electronic Open Door Sunday recipe book (the “**Recipe Book**”).

1. In consideration of Bisto and the Agency publishing Your Materials on to the Website and / or in the Recipe Book , You hereby grant to the Agency, Bisto and its group companies an irrevocable, perpetual, worldwide, sub-licensable, royalty-free licence to use, copy, reproduce, modify, create derivative works from, publish, broadcast distribute, display, communicate and make available the Materials by any means, in any form and in any media whether presently existing or yet to be developed, for any purpose in relation to the Campaign, the publication of the Materials on the Website and / or in the Recipe Book and for any purpose in relation to the sale and marketing of any Bisto products. You further agree that any such use of Your Materials by Bisto and the Agency shall be without any further compensation to You.
2. You hereby irrevocably and unconditionally waive any moral rights (all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world) in and to the Material.
3. You warrant, covenant, undertake and agree that:
  - a. You are free to enter into these Terms and Conditions and have full power and authority to grant to the Agency and Bisto all rights and consents granted herein;
  - b. You are aged 18 or over;
  - c. The Materials are original to You and have been created by You.
  - d. The Materials do not infringe the intellectual property rights or any other rights of any third party;
  - e. You have obtained all such consents, permissions, releases and other such rights as may be necessary to enable the Agency and Bisto and their respective licensees and assignees to use and/or exploit, and authorise others to use and/or exploit in any way and in all media by any and all means now known or developed in the future all and/or any of the Materials for any purpose set out in clause 1;

- f. You have obtained the express consent of the parent or legal guardian in relation to any minor(s) featured in the Materials, having informed the parent or legal guardian as to how the video Materials may be used by Bisto and the Agency, in accordance with these Terms and Conditions;
  - g. You have obtained the express consent of any individual (aged 18 or over) featured in the Materials, having informed them as to how the Materials may be used by Bisto and the Agency in accordance with these Terms and Conditions.
  - h. You have obtained the necessary consents and / or licences where You have created the Materials on private property or at any location where You would be required to obtain express consent to create the Material at such location;
  - i. The Materials are free from sexist, racist, defamatory, obscene, anti-religious, homophobic, bullying, harassing, violent, sexual or otherwise unacceptable content in the sole opinion of Bisto and / or the Agency.
4. Materials should not contain references, whether directly or indirectly, to company names, business names, brand names, branding, get-up or logos (other than the Bisto brand name, or branding, get-up or logos relating to the Bisto brand) or references to any celebrity or public figure.
  5. You agree that You shall not make any mention of or reference to the Agency or Bisto or any of their products or services in a derogatory manner, and shall not disclose to any party (including, without limitation, privately, on the internet, via text message, on any blog, or on any social networking website, tool or device (such as Twitter, YouTube, Facebook, Pinterest, Instagram, etc.) or any other public forum), or use, any trade secrets or confidential information of the Agency or Bisto.
  6. You agree that any use of Your Materials shall be at Bisto's sole discretion and Bisto shall not be under any obligation to publish Your Materials on the Website, in the Recipe Book or make any other use of Your Materials.
  7. You agree that the Agency and Bisto may store, process and use any of Your personal data (as defined in the Data Protection Act 1998) obtained pursuant to these Terms and Conditions as necessary for the purpose of the Campaign and giving effect to these Terms and Conditions and You agree with Bisto's privacy policy: <http://www.premierfoods.co.uk/privacy>. You may withdraw consent to such use of personal data by writing to Bisto, addressed FAO the Bisto Brand Manager, at Bisto's address (set out in the first paragraph of these Terms and Conditions).
  8. By using the Website, including for the purpose of uploading the Materials, You agree to comply and be bound by the Website's Acceptable Use Policy: <http://www.premierfoods.co.uk/other-pages/acceptable-use-policy> , Terms of Site Use: <http://www.premierfoods.co.uk/terms-of-site-use> and Cookie Policy: <http://www.premierfoods.co.uk/cookie-policy>.

9. To the extent permitted by law, Bisto and the Agency hereby expressly exclude any liability for any loss or damage incurred by You in connection with the Campaign. Nothing in these Terms and Conditions shall restrict any party's liability for death or personal injury caused by that party's negligence, or a party's liability arising as a result of that party's fraud or fraudulent misrepresentation or any other liability that cannot be excluded by law.
10. These Terms and Conditions are governed by English law and are subject to the exclusive jurisdiction of the High Court of England and Wales.
11. These Terms and Conditions constitute the entire agreement between You, Bisto and the Agency in respect of the Campaign.