

Fresh Direct (UK) Ltd. 10% Cashback for 10 weeks Campaign Terms and Conditions

1. Campaign

- 1.1. "10 for 10", new business offer, ("the Campaign") is run by Fresh Direct (UK) Limited, trading as "Roots" & "Wild Harvest", registered in England with Company No: 03053702 with registered offices at Enterprise House, Eureka Business Park, Ashford, Kent TN25 ("Fresh Direct").
- 1.2. Eligible participants shall be invited by Fresh Direct to take part and the Campaign will run for 70 consecutive days from the day that the eligible customer signs up (subject to written confirmation from Fresh Direct) ("Campaign Period"). Participants can earn a Reward paid in the form of credit applied to the participant's Fresh Direct trading account, which will be up to the equivalent of 10% value of the total cumulative net spend for 10 consecutive weeks ("Reward").
- 1.3. Eligible customers will have the opportunity to earn the Reward under the Campaign but must opt in and receive confirmation within 4 weeks of being invited to take part by Fresh Direct. Only customers invited by Fresh Direct shall be eligible to take part.

2. Eligibility Criteria

- 2.1. The following individuals shall not be eligible for this Campaign:
 - 2.1.1. Permanent and/or contract employees of Fresh Direct (including its subsidiaries and related companies) and/or agents (including advertising and promotions agents) and their immediate family members.
 - 2.1.2. Customers whose account(s) with Fresh Direct are considered by Fresh Direct to be dormant or inactive or who have breached any other agreements with Fresh Direct.
 - 2.1.3. National, Corporate and large purchasing groups and wholesalers.
 - 2.1.4. Any other persons that Fresh Direct decides to exclude at its sole discretion for any reason.
- 2.2. The Campaign eligibility criteria includes new Fresh Direct customers aged 18 years or over only, that are Street/Independent Customers and trade for the first time during the individual campaign period, apart from exclusions noted in clauses above. New customer

may include, at Fresh Direct's absolute discretion, customers that have traded with Fresh Direct previously, but not in the 13 weeks prior to being invited to take part by Fresh Direct.

3. The campaign

- 3.1. This campaign is open to eligible Fresh Direct customers who register for the campaign ('Participants'). Each customer may only register once for each Campaign.
- 3.2. Each Participant who earns their Reward shall have their Reward applied to their Fresh Direct trade account within 30 days of the end of the Campaign Period.
- 3.3. Campaign eligible customers must register with their Fresh Direct sales manager to enter during the term of the campaign. The Participant will then be required to make a minimum spend in each week of the Campaign Period to become eligible to earn a Reward.
- 3.4. All Participants must be the business owner or have the business owner's permission to receive an incentive from Fresh Direct on behalf of their business and must provide evidence of this to Fresh Direct's satisfaction at the point of registration and claim. Fresh Direct's decision as to whether the evidence provided is sufficient will be final. Please note that any reward will be addressed to the business owner and it is at the business owner's discretion as to who within the business receives the reward and, therefore, it is essential that you ensure the business owner is fully aware of the promotion before registering.
- 3.5. Sales will be measured on invoiced sales; any returns or non-deliveries will not count.
- 3.6. To earn the Reward, in addition to completing the registration process, Participants must spend in every week for 10 consecutive weeks during the Campaign Period a minimum spend per week of £200.

4. General

- 4.1. These Terms and Conditions shall be supplemental to the existing Fresh Direct Terms and Conditions of Sale the latest versions of which appear on the Fresh Direct website at www.freshdirect.co.uk
- 4.2. By participating in this Campaign, the eligible customers agree to be bound by all the Terms and Conditions.
- 4.3. All decisions made by Fresh Direct in respect of this Campaign shall be final. No appeal or correspondence will be entered in to.
- 4.4. Fresh Direct reserves the right at any time to amend, delete or add to the Campaign Terms and Conditions contained herein, wholly or in part at its absolute discretion and without

prior notice. For latest versions of these Terms and Conditions, please visit www.freshdirect.co.uk

- 4.5. If any matters arising from this Campaign are not covered under the Terms and Conditions set out for this Campaign, they shall be determined solely by Fresh Direct.
- 4.6. For the avoidance of doubt, cancellation, termination, suspension or extension of the Campaign period, or any technical difficulties or malfunctions, or computer hardware or software failure of any kind, shall not entitle eligible customers to any claims or compensations whatsoever against Fresh Direct for any and all losses and/or damages suffered or incurred by the eligible customers as a direct or indirect result of the said act of cancellation, termination, suspension or extension.
- 4.7. Fresh Direct reserves the right to investigate and undertake all such action, as is reasonable, to protect itself against fraudulent or invalid claims. Fresh Direct reserves the right to reject those claims which they believe are fraudulent or invalid.
- 4.8. Nothing in these Terms and Conditions shall limit or exclude Fresh Direct's liability for: (i) death or personal injury caused by Fresh Direct's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) for any other matter in respect of which it would be unlawful for Fresh Direct to exclude or limit liability.
- 4.9. Fresh Direct shall not be responsible nor shall accept any liabilities whatsoever howsoever arising or suffered by the eligible customers resulting directly or indirectly from this Campaign.
- 4.10. Use of personal data received in the course of the Campaign will be used in accordance with Fresh Direct's Privacy Notice (www.sysco.com/Privacy-Notice).
- 4.11. These Terms and Conditions shall be governed in accordance with English Laws.