

Official Rules and Terms & Conditions
Tech Your Summer Up with Maitre'D

The Official Rules and Terms & Conditions (the “**Terms & Conditions**”) govern the contest entitled *Tech Your Summer Up with Maitre'D* (the “**Contest**”), organised by PayFacto UK Ltd., a company with its principal office located at Suite 2, 2nd Floor, The Mercantile Building, 53 Bothwell Street, Glasgow, G2 6TS, and Topgun Media Ltd, a company with its principal office at 3/1 15 Templeton Court, Templeton Business Centre, Glasgow, G40 1EF (the “**Organiser**”). By entering the Contest, eligible individuals, as described below, (“**Participants**”) confirm that they have read, understood, and expressly agree to be bound by these Terms & Conditions.

- 1. Eligibility:** To enter the Contest, Participants must (a) be legal residents of the United Kingdom and (b) be at least 18 years of age at the time of entry. The following individuals are not eligible to participate employees, contractors, and representatives of the Organiser and its affiliated companies, as well as their immediate family members, defined as spouses, parents, siblings, or children. The Organiser reserves the right to verify the eligibility of any Participant and to disqualify any individual found to have breached these Terms & Conditions.
- 2. Entry Period.** The Contest begins on 1st July 2025, at 8:00 a.m. British Summer Time and ends on 31st August 2025, at 11:59 p.m. British Summer Time (the “**Entry Period**”). For the purposes of this Contest, all times are local to the United Kingdom (British Summer Time, UTC+1). Entries received outside of the Entry Period will be deemed ineligible and will not be considered.
- 3. How to Enter.** To enter the Contest, Participants must scan the QR code provided by the Organiser, which will redirect them to a designated landing page. On this page, Participants must complete and submit the official entry form in full during the Entry period. Each Participant is permitted to submit only one (1) entry. Multiple entries, including those generated by script, macro, bot, or other automated means, will be disqualified. No purchase or payment is necessary to enter the Contest.
- 4. Prize.** The prize consists of a POS Bundle, valid for a duration of twelve (12) consecutive months, which includes : one (1) POS terminal, one (1) cash drawer, one (1) printer, a free POS Maitre'D Licence, a menu database building for up to a maximum of five hundred (500) items, and an optional free rental of one (1) payment terminal for a duration of twelve (12) consecutive months and a premium media package, which includes a full-page ad in OnTrade Magazine, a double-page venue feature and a dedicated “At the Bar” episode filmed at your location (the “**Prize**”). The total approximate retail value of the Prize, if the optional payment terminal rental is selected, is £7,050. The payment terminal rental is optional and is available only if the winner enters into a payment processing agreement with PayFacto. Installation and training will be provided remotely at no additional cost; however, if the winner requests on-site installation or training, such services will be provided at PayFacto's then-applicable standard daily rate, at the winner's sole expense. Any additional products or services not expressly listed above, including, without limitation, additional POS terminals, cash drawers, printers, software licences, or extended menu setup, are not included in the Prize and may be made available at the winner's request, subject to availability and at the winner's sole cost in accordance with PayFacto's standard commercial pricing and terms. The Prize is non-transferable, non-exchangeable, and has no cash value, and no cash or other substitute will be provided, except at the sole and absolute discretion of the Organiser, who reserves the right to substitute the Prize, or any portion thereof, with one of equal or greater value in the event the Prize becomes unavailable for any reason beyond its control. The Prize is awarded “as is” without any representation, warranty, or guarantee, express or implied, of any kind by the Organiser.
- 5. Winner Selection and Notification.** One (1) winner will be selected at random from all eligible entries received during the Entry Period. The random draw will be conducted using an independently verifiable process to ensure fairness and transparency. The draw will take place on or around September 1st, 2025. The names of the selected winners will be announced in the September issue of the OnTrade Magazine. Each winner will be notified via email and will have three (3) calendar days from the date of notification to formally accept the Prize. Failure to respond within this timeframe may result in disqualification and selection of an alternate winner at the Organiser's discretion.
- 6. Publication of Winners.** In accordance with the *UK Code of Non-broadcast Advertising and Direct & Promotional Marketing* (the “**CAP Code**”), the Organiser may publish or make available the surname and county of the winners. If a winner objects to their information being published, they must notify the Organiser at the time of acceptance

of the Prize. The Organiser will disclose this information to the Advertising Standards Authority (ASA) upon request.

7. **Privacy.** The Organiser is the data controller and will process Participants' personal data in accordance with the *UK General Data Protection Regulation* ("GDPR") and the *Data Protection Act 2018*. Personal data collected during the Contest will be processed for the following purposes: (a) administering the Contest (e.g. verifying eligibility, conducting the draw, contacting winners, and delivering prizes), (b) fulfilling legal obligations; and (c) where consent is provided, sending marketing communications. Personal data may be shared with third-party service providers strictly for the purposes of administering the Contest. Data will not be transferred outside the UK unless adequate safeguards are in place in accordance with GDPR. Personal data will be retained only for as long as necessary to fulfill the purposes outlined above or to comply with legal and regulatory requirements. After this period, data will be securely deleted or anonymised.

The name, business name (if applicable), and general location (e.g., city or region) of the winner will be published in the September issue of OnTrade magazine, and may be published in promotional materials, websites, and social media. If you object to this form of publication, you may notify us in writing at the time you are notified of your selection, and we will respect your preferences and, where appropriate, anonymise or omit your details.

Participants have the right to:

- Access their personal data;
- Request rectification or erasure;
- Restrict or object to processing;
- Withdraw consent at any time (where processing is based on consent);
- Data portability (where applicable);
- Lodge a complaint with the Information Commissioner's Office (ICO) at www.ico.org.uk.

To exercise these rights or make a data-related inquiry, Participants may contact the Organiser at: legal@payfacto.com. For more detailed information on how the Organiser processes personal data, please refer to the full privacy policy available at: [Privacy policy | Maitre'D](#).

8. **Limitation of Liability.** The Organiser accepts no responsibility for: (a) any incomplete, illegible, lost, delayed, misdirected, damaged, or corrupted entries; (b) any technical malfunctions, failures, or disruptions of any kind, including but not limited to hardware, software, network, or server issues; or (c) any loss, damage, or injury incurred by Participants in connection with participation in the Contest or acceptance or use of the Prize, except where such loss arises from the Organiser's negligence or breach of statutory duty.
9. **General Conditions.** The Organiser reserves the right to cancel, suspend, or amend the Contest and/or these Terms and Conditions at any time, where such action is necessary due to circumstances beyond its reasonable control, including but not limited to acts of God, war, civil disturbance, or failure of any public or private telecommunications network.
10. **Governing Law and Jurisdiction.** These Terms and Conditions, and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the laws of Scotland. The Participants irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any such dispute or claim.

Participation in the Contest constitutes full and unconditional acceptance of these Terms and Conditions. If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed and the remaining provisions shall remain in full force and effect.

Participation in the Contest constitutes full and unconditional confirmation that the Participant has read and understood the section on personal data contained herein. Participant consents to the collection, use, and processing of his personal data by the Organiser for the purposes of administering the Contest, including, but not limited to, verifying eligibility, contacting me in connection with the Contest, and awarding and delivering the Prize, in accordance with applicable data privacy laws.

For any enquiries regarding the Contest, please contact carmie.murdaca@payfacto.com.