Competition Terms & Conditions - P11 Kittensoft

How to Enter:

- A. This competition can be entered:
 - on <u>www.facebook.com/vivonorthernireland</u>.

In order to submit an eligible entry, you must comply with all of the terms and conditions noted in this document and:

- Liking & commenting on the competition post on Facebook.
- B. Alternatively, you can enter by submitting your full name, postal address and contact telephone number by writing to:

FAO: [•] Competition, SPAR or VIVO Marketing, Henderson Group, 9 Hightown Avenue, Mallusk, BT36 4RT.

C. COMPETITION DATES:

Competition Opens:23/11/2020 Closing Date: 06/12/2020

- D. PRIZE DETAILS/SPLIT
 - 1 prepaid credit cards

E. DATA PROTECTION

Any information which can be used to identify an individual entrant and any other person will be handled in accordance with our Privacy Policy, available at www.henderson-group.com. Entrants should review and ensure that they understand and agree with the terms of that policy, particularly in relation to how their information will be used (and may be shared), the rights available to them and the condition on which their information will be used.

F. Henderson Wholesale Ltd., Hightown Avenue, Mallusk, Newtownabbey, BT36 4RT is the promoter of the competition (the "**Promoter**" or "**us**" or "**our**").

The prize(s) will be fulfilled by Kittensoft (the "Supplier").

SPECIFIC TERMS & CONDITIONS RELATING TO THE PRIZE (of which instructions form part):

[•] <u>https://www.one4all.ie/terms-condition</u>

TERMS & CONDITIONS (of which instructions form part):

- 1. The competition is only open to residents of Northern Ireland aged 18 or over, Owners, employees and their immediate families of the Promoter, the Supplier, independent stores and their agents and anyone professionally connected with this competition are not eligible to participate in this competition or win any prize.
- 2. Online and postal entries are accepted before the closing date and must comply with the entry details as above.
- 3. No purchase is necessary. Entry to the competition is free.
- 4. The competition will begin on the 23/11/2020 and will close at 11.59 on the 06/11/2020. No exceptions will be made to this closing date and time, and entries received after that time will automatically be disqualified.
- 5. All entries must be made directly by the person entering the competition.
- 6. Syndicated entries or those made using methods such as a computer macro, a script or the use of automated devices or processes (or any related methods) are not allowed and all such entries will be disqualified and any prize awarded to any entry made using any such entries described in this paragraph 6 will be void.
- 7. Entries from third parties or agents, bulk entries, illegible or incomplete entries will not be accepted.
- 8. Comments left under the competition 'Terms & Conditions' note on Facebook will not be accepted as an entry.
- 9. The Promoter reserves the right to disqualify incomplete, altered or illegible entries and entries that contain bad language or any other content deemed inappropriate or offensive by the Promoter in its sole discretion. By submitting your content you warrant that your content is not obscene, racist, pornographic, indecent, harassing, threatening or offensive and will not breach any applicable legislation or regulations. Entries must be written in English.
- 10. The winning entry (and a reserve) will be randomly selected from all eligible entries no later than 4 days after the competition closing date noted above. The winning entry must comply with all of these terms and conditions.
- 11. The winner will be notified by Facebook message, telephone, email or in writing with details of their prize no later than 5 days after the competition closing date.
- 12. Please ensure address and all contact details are correct. You may also be required to provide proof of address for living in Northern Ireland. You must let us know if any contact change as the Promoter will not accept any responsibility for any correspondence or entries lost or delayed in the mail or contact which are missed or which cannot be made due to incorrect or out-of-date contact information.

- 13. The winner must respond to notification of their prize within 5 days of the Promoter making contact (in accordance with paragraph 12, above). In the event the winner's claim for a prize is not received by the Promoter within 5 days, or the entry is found to have breached any of these terms and conditions, the Promoter reserves the right to withdraw prize entitlement and award the prize to a reserve selected at the same time as the original. Please therefore ensure your availability during this period in case you are a winner. The Promoter does not accept any responsibility for your failure to collect a prize.
- 14. The winners' details will be collected by the Promoter and securely stored. If the competition is sponsored by a Supplier and you are selected as the winner, we will send your [name, email address, delivery address and/or phone number] to the Supplier to fulfil your prize in order to perform a contract with you or pursuant to legitimate interests. Depending on the prize type, we or the Supplier may need to forward your details on to a third party to fulfil delivery of the prize.
- 15. Prizes may take up to 28 working days since dispatch to arrive.
- 16. The winners' details will be held on file until confirmation of prize issuance from the Promoter in order to verify the results of the competition and, if you give your consent, as described in paragraph 25 of these terms and conditions. The winners' details will then be deleted/shredded thereafter.
- 17. Unless otherwise needed (as described in paragraph 17), all postal and online entries will be held securely until an eligible winner is chosen and has received their prize, at which time all postal entries will be disposed of securely and all online entries will be deleted (unless they have signed up to receive Marketing communications).
- 18. There are 1 prize to be won.
- 19. There are no alternatives in cash or kind, in whole or in part, except in the event of circumstances outside the Promoter's reasonable control for which case the Promoter reserves the right to substitute similar alternatives of equal or greater value. Unless otherwise agreed with the Promoter, prizes will be awarded directly to the winner.
- 20. The winner may be required to take part in reasonable photographic shoots or to send photographs to the Promoter and take part in other publicity in competition with this promotion (for no further, or any, recompense), including, but not limited to, having their names and photographs featured on the Promoter's (and the Supplier's) Facebook pages, websites and other social media platforms. Winners may be requested to give consent to the Promoter and the Supplier using such photographs or publicity, unless by sending photographs or other content it is clear that the Promoter and the Supplier may assume that the winner gives such consent. The winner may subsequently withdraw their consent to the photographs or publicity being used (but this will not affect the legality the Promoter's prior use of such photographs or publicity). If consent is not given, the photographs or publicity will not be taken, used or participated in.
- 21. The Promoter reserves the right to vary, alter or terminate this competition or the prizes available. Neither the Promoter nor the promotional parties assume any responsibility or liability for any incorrect or inaccurate entry, or for any faulty or failed electronic data transmissions, inaccessibility or unavailability of the internet or the website, lost, invalid, damages or delayed entries (whatever the cause) or any combination thereof. The Promoter

cannot be held liable for system failures on the website or social media pages or for the failure to fulfil the obligations of any third parties involved in this competition, although the Promoter will always endeavour to minimise the effect to the participant of any such failure.

- 22. The Promoter accepts no responsibility for any cancellation or changes to the date or venue or associated with any prize. No refunds or compensation will be given in the event of cancellation, delay or postponement of (or associated with) any prize (or any other event outside its control) but reasonable effort will be made to reschedule where this is in the control of the Promoter.
- 23. To the fullest extent permitted by law, the Promoter will not accept responsibility or liability to compensate you or for any loss, injury or death (other than where caused by the Promoter's negligence) or damage arising from winners taking or using a prize or attending a venue to use the prize, which they do at their own risk.
- 24. Provided that Henderson receives the appropriate consent from the winners (which may be withheld), the name and county of the winner(s) will be available for 3 months after the closing date upon request. To receive these details, please send a stamped and addressed envelope to Promoter's address (above) entitled ViVO P11 Kittensoft Competition.
- 25. If, when completing your entry form, you choose to receive marketing information from the Promoter or one of its brands, you will receive marketing information and communications until such time where you opt out of receiving this information and our privacy policy (available at the link above, in paragraph E) will govern our use of this data.
- 26. By taking part in the competition, entrants are deemed to have read, understood and accepted all of these terms and conditions and agreed to be bound by them.
- 27. The competition and these terms and conditions shall be governed by the laws of Northern Ireland and the courts of Northern Ireland shall have exclusive jurisdiction over any dispute (including non-contractual disputes) arising regarding, or in connection with, the competition or these terms and conditions.
- 28. This competition is in no way sponsored, endorsed, administered by or associated with Facebook, or any other social media platform. You understand that you are providing your information to the Promoter and not to Facebook.
- 29. The decision of the Promoter is final and binding and no correspondence shall be entered into.