

Terms & Conditions for the Whittard Email Competition
(the “Prize Draw”)

1. Introduction

- a. The Prize Draw is organised and run by Whittard Trading Limited (“Whittard”), who can be contacted at First Floor West 25 Western Avenue, Milton Park, Abingdon, England, OX14 4SH.
- b. By entering this Prize Draw you agree to these Terms and Conditions (the “Terms”) and any decisions reached by Whittard, which are final and binding in all matters related to this Prize Draw.
- c. The Prize Draw starts at 10:00 BST on **13th January 2023** and ends at 23:59 BST on **31st January 2023** (the “Prize Draw Period”).

2. Who can enter this Prize Draw?

- a. Participants must:
 - i. be a resident of, and have a postal address in, Mainland United Kingdom;
 - ii. have a valid email address on the Whittard database
 - iii. be aged 18 or over.
- b. The Prize Draw is not open to directors, members, partners, employees, agents, or consultants of Whittard, any person who directly or indirectly controls or is controlled by Whittard, or any supplier of goods or services in connection with the Prize Draw, or their spouses, life partners, business partners or immediate family members.
- c. By entering the Prize Draw you hereby warrant that all information submitted by you is true, current and complete. Whittard reserves the right to verify the eligibility of all participants and disqualify a participant for submitting false information.

3. How does the Prize Draw work?

- a. No purchase is necessary to enter the Prize Draw and entry is free.
- b. To enter the Prize Draw through our email sent out, Prize Draw Period participants must:
 - i. Complete the survey in its entirety
 - ii. Provide valid name and email address
- c. All Entries must be received by Whittard during the Prize Draw Period or they will be void. Whittard will not accept responsibility for:
 - i. Prize Draw Entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - ii. any change in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using a prize.
- d. On **1st February 2023**, one winner will be selected at random, using a random computer-generated process, from all valid Entries received.
- e. The winner will be notified on **1st February 2023 via Email** (“Notification”).
- f. The prize must be claimed in accordance with the instructions in the Notification message, within 72 hours of the Notification (the “Claim Period”). In order to receive their Prize, the winner will also need to provide Whittard with any further information requested by Whittard, in accordance with the instructions set out in the Notification within this Claim Period. Failure to claim the Prize in accordance with the instructions in the Notification within the Claim Period will result in the forfeit of the Prize and an alternative winner will be chosen.
- g. The winner will receive the full Whittard prize within one week, unless an alternative date is agreed between Whittard and the winner. The winner will provide Whittard with the information requested in the Notification (as set out in clause 3 (i)).
- h. The winner may be required to provide Whittard with proof of identification in order to verify compliance with the eligibility requirements for the Prize Draw.

- i. If the winner is found to be ineligible or fails to comply with the Terms, then the winner may, in Whittard's sole discretion, be disqualified and an alternate winner will be selected.

4. What is the Prize?

- a. There will be one winner from the survey
- b. The winner will receive:
 - i. The Luxury Collection Hamper worth £109
- c. The winner is responsible for informing Whittard of any dietary requirements or allergens.
- d. Any expense outside of those specified in the prize details in clause 4(b), will be the sole responsibility of the winner.
- e. Prizes are non-transferable, non-exchangeable, and have a cash value of zero. Prizes are for personal use only and are not for resale. Prizes may be forfeited in the event that Whittard determines that the prize is being misused. Whittard reserves the right to substitute a prize of an equal or greater value in its absolute discretion.

5. General

- a. Whittard reserves the right to amend the rules of the Prize Draw, to withdraw the Prize Draw at any time if circumstances beyond its control make this unavoidable, or to cancel the Prize in the event of non-compliance with these Terms.
- b. Whittard will use your personal details to contact you for administrative purposes relating to this Prize Draw.
- c. If you have elected to be added to Whittard's email database, you will also receive promotional emails with offers, news, products and information. You can unsubscribe at any time.
- d. Whittard will keep your personal information safe and will use your personal information in accordance with the privacy policy available on its website (<https://www.whittard.co.uk/privacy-policy.html>).
- e. The winner's surname and county will be made available. The winner will have the right to object to this information being published or to request a reduction in the amount of information being published. Whittard may be required to provide this information to the relevant regulatory authorities.
- f. The decision of Whittard regarding any aspect of the Prize Draw is final and binding and no correspondence will be entered into about it.
- g. Any cancellation or changes will be posted on the relevant Prize Draw page at www.whittard.co.uk.
- h. With the exception of liability which cannot be excluded by law, Whittard is not liable for, and you release Whittard from, liabilities relating to any direct or indirect loss or damage which is suffered, as a result of entering the Prize Draw, failing to win, winning, accepting or using a Prize.
- i. If you require any help or have any enquiries relating to these Terms please contact Whittard at the address above.
- j. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.