## **Terms & Conditions**

## **Full Terms and Conditions**

- 1. This Promotion is only open to legal residents of Great Britain (England, Scotland and Wales) aged 18 or over, excluding anyone professionally associated with this Promotion.
- 2. Purchase of a tub of Seriously Spreadable Cheese, internet access and an Instagram account are required.
- 3. **Promotion Period:** Enter between 00.01 BST on the 1st June 2019 and 23.59 BST on the 31st July 2019 inclusive.
- 4. **To Enter:** Entrants must log into their Instagram account (or create one for free), then follow @seriouslycheddar page on Instagram. Post an image using the hashtag #SeriouslyChallenge showing a meal created with the tub of Seriously Spreadable Cheese, and tag @seriouslycheddar in the image to be entered into the prize draw. The photo must feature the tub of Seriously Spreadable Cheese.
- 5. Maximum of one entry per person during the Promotion Period.
- 6. **The Prizes:** Ten winners will each win a Wicker Picnic Hamper with Cutlery, Plates, and Glasses.
- 7. **Winner Selection:** Ten winners will be randomly selected from all valid entries received during the Promotion Period. The prize draw will be conducted under independent supervision within three working days of the end of the Promotion Period.
- 8. Winner Notification: The winners will be contacted via a comment under their entry on Instagram five working days of Winner Selection and will be required to respond to confirm eligibility, acceptance of the Prize and further contact information (name, email address, telephone number and address) via a direct message to the @seriouslycheddar account within fourteen days of initial contact. In the event that a winner does not respond to the initial contact within fourteen days, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve winner selected in the same manner. Reserve winners may have less time to respond.
- 9. **Moderation:** The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:
  - a. contain any content that is likely to be considered offensive by the Promoter or could reflect negatively the name, reputation, or goodwill of the Promoter or any brand partner;
  - b. defames, misrepresents, or insult other people or companies, including, but not limited to the Promoter (including its partners);
  - c. promotes any political agenda.
- 10. The winners will be contacted within 28 days of acceptance of the Prize to arrange the delivery of their Prize.
- 11. The winners agree to allow the Promoter to use their surname and county of residence to announce the winners of this Promotion. The Promoter reserves the right to publish the

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surname and county of residence of the winners. The winners may object to their surname and county of residence being published or request for the amount of information being published to be reduced.

- 12. By entering the Promotion, entrants give their permission for their Instagram entries to be used by the Promoter without further compensation, over and above the award of a Prize, for up to three years for promotion purposes from the date of entry. Copyright will remain with the entrant. However, by entering this Promotion, the entrant agrees to the Promoter publishing these entries on their website and possible further use on their website, Facebook, Twitter, Instagram or other social media platforms.
- 13. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Prize is not available, the Promoter reserves the right to substitute another prize for it, in its sole discretion, of equal or higher value.
- 14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
- 15. The Promoter may refuse to award a Prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions.
- 16. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the Prize, except for any liability which cannot be excluded by law.
- 17. All entries must be made directly by the person entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
- 18. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligations.
- 19. Subject to the consent of the winners, the surname and county of the winners will be available by sending an email to <a href="mailto:seriouslychallenge@lactalis.co.uk">seriouslychallenge@lactalis.co.uk</a> with "Seriously Challenge WL" in the subject line for a minimum of 8 weeks following the close of the Promotion.
- 20. Any personal data relating to entrants will be used solely for the purposes of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose. Entrants' personal data will be handled in accordance with the

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Promoter's privacy policy, available at: <a href="https://www.seriouslycheddar.co.uk/terms-conditions/#privacy-policy">https://www.seriouslycheddar.co.uk/terms-conditions/#privacy-policy</a>.

- 21. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.
- 22. By entering this Promotion, entrants agree to be bound by these Terms and Conditions.
- 23. These Terms and Conditions are governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Promoter:** Lactalis McLelland Ltd, Red Central, 60 High Street, Redhill, Surrey, HR1 1SH.