



## **Martine McCutcheon x Flora ProActiv - Prize Draw Terms and Conditions**

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or Promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all claimants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy of these terms and conditions for your information.

1. Promoter: UPFIELD FOODS UK LIMITED, private limited company, incorporated in England and Wales with registration number 09521994 and whose registered address is at Floor 2, The Caxton, 1 Brewer's Green, London, SW1H 0RH.

2. Eligibility: This Promotion is open to all GB residents (England, Scotland and Wales) aged 16 or over, except for anyone directly connected with the planning or administration of the Promotion including Upfield employees, their agencies and their immediate families (spouse, parent, child, sibling, grandparent and/or 'step' family). This Promotion is not open in Northern Ireland.

3. Promotional Period: The Promotion opens at 4:00pm Friday 4<sup>th</sup> February 2022 and closes 11:59pm Sunday 6<sup>th</sup> February 2022.

4. Internet access and an Instagram account are required for entry. An Instagram account can be opened at <https://www.instagram.com/>. Participants are reminded to get the owner's permission before using a computer, device and/or internet-access which is not owned or paid for by the entrant to enter the Promotion. The Promoter will not be liable for any internet or mobile connection, or other charges incurred in entering the Promotion.

### 5. Entry Details

To enter:

a. Locate the promotional post on Martine McCutcheon's Instagram page;

b. Comment below the post to be in with a chance to win;

c. One entry per person. If you enter more than once your first entry will be accepted and all others will be disqualified. For the avoidance of doubt, a participant can use one Instagram account to enter and can enter the Promotion once.

d. No third party or bulk entries. Entries via third parties, consumer groups or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes apparent in the reasonable opinion of the Promoter that either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple Instagram accounts; acting fraudulently or dishonestly in the reasonable opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's or a household's entries or otherwise acting in violation of these terms, these participants and their household will be disqualified, and any prize entitlement will be void.

6. Winner Selection: The 50 x winners will be drawn using a random number generator by Prizeology.

7. Winner Notification: Each winner will be contacted via the Flora ProActiv official Instagram account on Monday 7<sup>th</sup> February 2022, informing them of their win. An address will be needed for the prize to be redeemed.

8. Prizes:

a. There are 50 prizes, each consisting of one Flora ProActiv Valentine's Day card. The card will be one of four limited edition designs, please note there is no choice of design and this will be randomly allocated. The card will not be sent with any product. The card is one size only.

b. There is no cash alternative to the prizes stated and prizes must be accepted by the named winners. Prizes are non-transferable.

c. The Promoter reserves the right to provide an alternative prize of equal or greater value should circumstances outside its control make this necessary.

d. Prizes will be delivered to the address provided on Instagram within 5 working days of notification. Please note, cards may not arrive before Valentine's Day (14<sup>th</sup> of February).

e. It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotion, in order for their prize claim to be processed if they are a winner. The Promoter cannot be held responsible for winners failing to supply accurate information at point of entry which affects prize acceptance or delivery of their prize.

f. Whilst the Promoter will take all reasonable steps to ensure that its obligations relating to meeting specific timeframes for prize dispatch are met, the Promoter shall not be liable in any way for its inability to meet these timeframes resulting from an outbreak of Covid-19 either within its own business or within the prize delivery supply chain.

g. Should a national or local lockdown affect the Promoter's ability to meet these deadlines, it will fulfil its obligations as soon as is reasonably possible after its and/or its third-party fulfilment providers resume business as usual.

h. The Promoter reserves the right to hold void, cancel, suspend, or amend the Promotion at its discretion owing to factors outside its reasonable control.

9. Privacy

a. Details are collected for the purpose of administering the Promotion only. Winner details will be passed onto a third party for prize fulfilment and winner notification only and will not be used for any other purpose. To find out more about how we use and protect your personal data, as well as your privacy rights visit <https://upfield.com/privacypolicy/en.html>.

10. General

a. The Promoter reserves the right to hold void, cancel, suspend, or amend the Promotion at its discretion owing to factors outside its reasonable control, but will use all reasonable endeavours to avoid consumer disappointment.

b. Where the Promoter suspects that an individual has breached these terms and conditions, the Promoter reserves the right to verify the winners and ask for proof of identity, age and address and that they are the person associated with the winning notification.

c. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to winner notifications or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries, including any such failure which is within the control of The Promoter or its agencies.

d. Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.

e. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Promoter and not to Instagram. All entries are also subject to each platform's terms of use and you can find them here: <https://help.instagram.com/581066165581870>.

f. The promoter's decision is final and binding. No correspondence will be entered into.

g. The application and interpretation of these terms and conditions shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.

h. All communications relating to the Promotion should be addressed to the following email address: [FloraProActiv@Ready10.media](mailto:FloraProActiv@Ready10.media)