

TERMS AND CONDITIONS FOR THE ALDI WINE CLUB COMPETITION JULY 2018 (THE “COMPETITION”)

This page tells you the terms on which you may enter the Competition (the “**Terms**”).

ALDI is running the Competition to select people to become members of the “ALDI Wine Club”, an appointed panel of wine reviewers who will provide reviews of ALDI’s wine.

Please read these Terms and the associated Privacy Policy carefully before you enter the Competition as they will govern your entry to the Competition and, should you be successful, your conduct as an ALDI Wine Club Member.

INFORMATION ABOUT US

1. The Competition’s promoter is ALDI Stores Limited (“**ALDI**”). We are a company registered in England and Wales under company number 2321869. Our registered office is at Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.
2. To contact us, please visit us at <https://customerservice.aldi.co.uk/contact> or call us on 0800 042 0800.

HOW TO ENTER THE COMPETITION

3. To enter the Competition you must:
 - a) “Follow” the @ALDIUK Twitter account and remain “following” the @ALDIUK Twitter account for the duration of the Competition; and
 - b) Send an e-mail to wineclub@aldi.co.uk, including:
 - i) your name;
 - ii) the name of your Twitter account; and
 - iii) a 150 word explanation of why you think you should be selected to become part of the ALDI Wine Club.

Please see Paragraphs 33 and 34 below (ALDI Wine Club Publicity), and the ALDI Customer Privacy Policy <https://www.aldi.co.uk/how-we-use-your-personal-data-special-purposes> for details of how any personal information which you provide in your entry will be used.

RESTRICTIONS ON ENTRY

4. Entry is open to all residents of the UK aged 18 or over except:
 - a) ALDI’s employees and their immediate families (such as children, spouses, siblings, aunts, uncles and grandparents); or
 - b) employees, officers or agents of any companies associated with the Competition.
5. No more than one entry may be made per person. Anyone found to be creating or using multiple Twitter accounts to enter the Competition will be ineligible to become a member of the ALDI Wine Club.
6. The Competition commences at 00:01 in London on 20.08.18 and the closing date for entries is 23:59 in London on 17.09.18
7. Use of a false name or address, or the provision of any other untruthful, inaccurate or misleading information, will result in disqualification from the Competition.
8. All entries must be made directly by the person who controls the Twitter account used to enter the Competition.
9. Any attempt to tamper or interfere with the entry process will result in disqualification from the Competition.
10. Entries made using results generated by a script, macro or the use of automated devices will be void.
11. ALDI may remove entries from the Competition at any time if it believes that it has been made in breach of these Terms or otherwise not in the spirit of the Competition.

CHOOSING THE ALDI WINE CLUB MEMBERS

12. There are up to thirty places in the ALDI Wine Club to be won. The ALDI Wine Club is an ALDI appointed panel of wine reviewers who will provide reviews of ALDI's wine through their Twitter accounts. The winners are referred to in these Terms as "ALDI Wine Club Members".
13. After the closing date, each of the ALDI Wine Club Members shall be selected by a panel of judges appointed by ALDI (on the basis of their view of the entrants' suitability to act as a member of the ALDI Wine Club). The panel will be comprised of two representatives from ALDI and an independent freelance wine consultant. The judges may be advised by ALDI's Public Relations and Marketing agencies but such agencies will not decide the ALDI Wine Club Members.
14. The initial ALDI Wine Club Members will be selected within 14 days of the Competition's closing date (as set out in Paragraph 6 above (Restrictions on Entry)).
15. ALDI reserves the right to appoint fewer than thirty ALDI Wine Club Members if it does not receive enough suitable entries to the Competition.

CONTACTING THE ALDI WINE CLUB MEMBERS

16. ALDI will attempt to contact the chosen ALDI Wine Club Members by e-mail within 14 days of the date on which the Competition ends.
17. Appointment to the ALDI Wine Club is subject to the chosen ALDI Wine Club Member:
 - a) providing ALDI with satisfactory proof of their age;
 - b) confirming their acceptance of these Terms (including the associated Privacy Policy); and
 - c) confirming the address to which the wine to be reviewed will be sent.
18. ALDI reserves the right to offer a place in the ALDI Wine Club to a runner-up (selected by the same judges) if a chosen ALDI Wine Club Member:
 - a) cannot reasonably be contacted by ALDI within one week of ALDI's first attempt to do so;
 - b) does not provide ALDI with the information and/or confirmations required under Paragraph 17 above; or
 - c) is removed from the ALDI Wine Club because of a breach of these Terms (including Paragraph 27 and 28 below (ALDI Wine Club Rules and Procedures)).
19. Membership of the ALDI Wine Club is not transferable to another individual and no cash or other alternatives will be offered.

ALDI WINE CLUB RULES AND PROCEDURES

Please note that, first and foremost, the following rules and procedures are not intended to require ALDI Wine Club Members to write positive reviews about every bottle of wine they receive, ALDI wants the ALDI Wine Club to reflect the real views of real people.

20. ALDI Wine Club Members will receive, through the post at the beginning of each calendar month:
 - a) three complimentary bottles of ALDI wine (as chosen by ALDI);
 - b) a guidance letter on how to review the wine; and
 - c) supplementary tasting notes for the wine.
21. ALDI Wine Club Members will be required to post three separate tweets through the Twitter account they used to enter the Competition. These tweets must:
 - a) between them, review all the wines provided to them by ALDI each month; and
 - b) both be made by the end of the month in which the wines being reviewed were received.

22. ALDI Wine Club Members must act in good faith when writing their reviews, and must, in particular, ensure that such reviews reflect their honestly held opinions.
23. To keep the focus of the ALDI Wine Club on wine we may ask that ALDI Wine Club Members restrict their ALDI Wine Club tweets to the wine in question, without reference to other ALDI products or the wider ALDI brand.
24. ALDI Wine Club Members must follow all reasonable procedural, legal and regulatory compliance requirements set by ALDI from time to time. This might include requirements:
 - a) imposed to comply with Advertising Standards Authority's guidance relating to the advertisement or promotion of alcohol. This would include ensuring that ALDI Wine Club tweets do not (i) promote underage or excessive drinking; and (ii) do not include pictures of alcoholic drinks being consumed by people who appear under 25;
 - b) imposed to disclose the relationship between ALDI and the ALDI Wine Club Member. This might require, for example, the ALDI Wine Club tweets to include tags such as "#Ad", "#Spon" or "#ALDIWineClub";
 - c) imposed to ensure compliance with Twitter's Terms of Service (<https://twitter.com/tos>) or the Twitter Rules (<https://twitter.com/rules>); or
 - d) described in the guidance letter provided with the wine each month.
25. ALDI Wine Club Members will be permitted to keep both bottles of wine which they receive and do not need to return the empty bottles to ALDI.
26. Save for the provision of the wine, ALDI Wine Club Members will not receive any form of additional payment from ALDI as a result of or in connection with the ALDI Wine Club or the tweets they make. ALDI will not be required to give any profit share or any royalties from the sale of any ALDI products to any ALDI Wine Club Members.
27. ALDI Wine Club Members must not:
 - a) breach Twitter's Terms of Service (<https://twitter.com/tos>) or the Twitter Rules (<https://twitter.com/rules>);
 - b) give the impression that a tweet or review emanates or has been approved by ALDI, if this is not the case;
 - c) breach any applicable local, national or international law or regulation;
 - d) act in any way that is fraudulent, or has a fraudulent purpose or effect;
 - e) upload material which is obscene, offensive, sexually explicit, promotes violence or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - f) upload material in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - g) impersonate any person, or to misrepresent their identity or affiliation with any person (including discrediting, removing or falsifying author credits from any material uploaded);
 - h) endorse, or imply ALDI's endorsement of, any political party;
 - i) abuse, defame, harass, embarrass or threaten others;
 - j) knowingly attempt to upload or attach malicious programs or software that may compromise others' operating systems; or
 - k) knowingly upload or post information that is in breach of intellectual property laws.
28. ALDI reserves the right to:
 - a) remove an ALDI Wine Club Member from the ALDI Wine Club if ALDI reasonably considers that that member's behaviour is in breach of these Terms;

- b) remove ALDI Wine Club Members from the ALDI Wine Club once they have been an ALDI Wine Club Member for at least three months (to give more people the chance to become members of the ALDI Wine Club);
 - c) substitute, or appoint additional, ALDI Wine Club Members with runners-up chosen through the Competition process, or otherwise through later competitions;
 - d) appoint more than thirty ALDI Wine Club Members at any time; and
 - e) close the ALDI Wine Club at any time and for any reason.
29. ALDI may contact ALDI Wine Club members to discuss their reviews and gather further feedback on the wines provided.
30. ALDI Wine Club Members agree that they will remove any tweets which are found to be, or which ALDI reasonably believes to be, in breach of these ALDI Wine Club Rules and Procedures.
31. ALDI Wine Club Members may withdraw from the ALDI Wine Club at any time and for any reason.
32. If, while acting as an ALDI Wine Club Member, you receive any abusive, harassing, embarrassing, threatening or similar messages, please feel free to contact ALDI to discuss the issue and the options available to you to resolve it. ALDI can be contacted using the details in Paragraph 2 (Information about us).

ALDI WINE CLUB PUBLICITY

33. You agree that if you become an ALDI Wine Club Member your details may be used in post-Competition publicity. Details of this use are set out in the ALDI Customer Privacy Policy <https://www.aldi.co.uk/how-we-use-your-personal-data-special-purposes>
34. The names and counties of residence of the ALDI Wine Club Members will be announced on ALDI's @ALDIUK Twitter page within 28 days of the end of the Competition.

OUR LIABILITY TO YOU

35. If ALDI fails to comply with these Terms it will be responsible for the loss or damage which you suffer which is a foreseeable result of its breach of the Terms or its negligence. However, ALDI will not be responsible for loss or damage which is not foreseeable or which is outside of ALDI's reasonable control.
36. No responsibility or liability will be accepted by ALDI for entries which are not received, received after the closing date or are lost in transmission for any reason. Proof of sending or transmission will not be accepted as proof of entry. Corrupted, damaged, unintelligible, illegible, inaudible or incomplete entries will be invalid.

TWITTER

37. By accepting these Terms you acknowledge that:
- a) the Competition is in no way sponsored, endorsed or administered by, or associated with, Twitter;
 - b) Twitter's operators have no liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Competition for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information or any other direct, indirect or consequential loss; and
 - c) any use of Twitter's site in relation to the ALDI Wine Club will be subject to Twitter's own Terms of Service (<https://twitter.com/tos>) and Privacy Policy (<https://twitter.com/privacy>).

GENERAL

38. **Discretion:** Where these Terms refer to the exercise of any discretion by ALDI or its appointed judges such discretion shall be absolute and no correspondence shall be entered into regarding any associated

decisions. ALDI, in particular, reserves the right to refuse or disqualify any entry or remove or replace an ALDI Wine Club Member if ALDI believes their appointment to have been a result of a breach of these Terms.

39. **Privacy:** Please see Paragraphs 33 and 34 above (ALDI Wine Club Publicity) for details of which of the ALDI Wine Club Member's details will be made available by ALDI. Any personal data which we collect from you, or that you provide to us, will be processed by us in accordance with the ALDI Customer Privacy Policy (<https://www.aldi.co.uk/customer-services/privacy-policy>) and the specific "Privacy Policy for ALDI's Wine Club Competition" (<https://www.aldi.co.uk/how-we-use-your-personal-data-special-purposes>) Please read this policy carefully to understand our views and practices regarding your personal data and how we will treat it.
40. **Events beyond our control:** Events may occur that render the Competition itself, the selection of an ALDI Wine Club Member, or the appointment of ALDI Wine Club Members, impractical due to reasons beyond ALDI's control. We may, at our discretion, make such variations or amendments to the Competition as we feel are necessary as a result of such events.
41. **Cancellation of the Competition:** While ALDI will use every effort to ensure the Competition is open until the intended closing date we reserve the right to cancel, terminate, modify or suspend the Competition in whole or in part at anytime. If you have already entered the Competition by that point We will notify you of the change via the e-mail address which you supply to us when you enter the Competition. We will endeavour to give seven days' notice of such a cancellation, termination, modification or suspension. If this is not possible we shall give you as much notice as we reasonably can.
42. **Entire Agreement:** These Terms (together with the documents referred to in them) constitute the entire agreement between you and ALDI in relation to your entry to the Competition, and supersede and extinguish all previous agreements in respect of the Competition.
43. **Other promotions:** Any other promotions run by ALDI will be governed by their own separate terms and conditions.
44. **Applicable Law:** These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.