

TERMS AND CONDITIONS FOR ALDI GIN CLUB COMPETITION 2024 (THE “COMPETITION”)

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

ALDI is running the Competition to select thirty people to become members of the “ALDI Gin Club”, an appointed panel of gin reviewers who will provide reviews of ALDI’s gin and be challenged to make a bespoke cocktail using the gins.

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 Gin Club Member. By entering the Competition, you confirm your acceptance of these Terms.

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 02321869. 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 X account (formerly Twitter), @ALDIUK Instagram account, AND/OR @ALDIUK TikTok account and remain “following” and keep your account on public for the duration of the Competition (please see paragraph 6 below); and
 - b) Send an e-mail to Aldiginclub@clarioncomms.co.uk, including:
 - i) entrants full name;
 - ii) the name of your Instagram, X AND/OR TikTok handles, and the number of account followers for each. If you have just one of the social media accounts, you may list one;
 - iii) a 150-word explanation of why you think you should be selected to become an ALDI’S Gin Club Member; and
 - iv) what your favourite ALDI gin is and your favourite gin-based cocktail to make with it.

Please see Paragraphs 32 and 33 below (ALDI Gin 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 X, TikTok and Instagram accounts to enter the Competition will be ineligible to become an ALDI Gin Club Member.
6. The Competition commences at 00:01 on 28.05.2024 and the closing date for entries is 23:59 on 25.05.2024. References to times are to local London time.
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. You may only enter the Competition using a TikTok, X or Instagram account that you control.
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 such entry has been made in breach of these Terms or otherwise not in the spirit of the Competition.

CHOOSING THE ALDI GIN CLUB MEMBERS

12. There are up to thirty places in the ALDI Gin Club to be won. The ALDI Gin Club is an ALDI-appointed panel of gin reviewers who will provide reviews of ALDI's gin through their social media accounts. The winners are referred to in these Terms as "ALDI Gin Club Members".
13. After the closing date, each of the ALDI Gin 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 Gin Club). The panel will be comprised of two representatives from ALDI and an independent freelance consultant. The judges may be advised by ALDI's Public Relations and Marketing agencies but such agencies will not decide the ALDI Gin Club Members.
14. The ALDI Gin Club Members will be selected within 7 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 Gin Club Members if it does not receive enough suitable entries to the Competition.

CONTACTING THE ALDI GIN CLUB MEMBERS

16. ALDI will attempt to contact the chosen ALDI Gin Club Members by e-mail within 7 days of the date on which the Competition ends.
17. Appointment to the ALDI Gin Club is subject to the chosen ALDI Gin Club Member:
 - a) providing ALDI with satisfactory proof of their age;
 - b) confirming their full name and the physical address to which the gin to be reviewed should be sent; and
 - c) confirming their availability to be a part of the club.
18. ALDI reserves the right to offer a place in the ALDI Gin Club to a runner-up (selected by the same judges) if the chosen ALDI Gin 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 Gin Club because of a breach of these Terms (including Paragraph 26 and 27 below (ALDI Gin Club Rules and Procedures)).
19. Membership of the ALDI Gin Club is not transferable to another individual and no cash or other alternatives will be offered.

ALDI GIN CLUB RULES AND PROCEDURES

Please note that, first and foremost, the following rules and procedures are not intended to require an ALDI Gin Club Member to feedback positive reviews about every gin they sample, ALDI wants the ALDI Gin Club Member to reflect the real views of real people.

20. ALDI Gin Club Members will receive, delivered to an appropriate address on the fourth week of each calendar month from July-September inclusive:
 - a) three complimentary bottles of ALDI gin (as chosen by ALDI);
 - b) a guidance letter on how to review the gins;
 - c) supplementary tasting notes for the gins: and

- d) mixers and garnishes to make a cocktail of their choice
21. ALDI Gin Club Members will be required to keep their relevant social media account(s) used to enter the Competition on public throughout their participation as an ALDI Gin Club Member and will be required to post three social media posts through such account(s):
- a) between them, review all the gins provided to them by ALDI;
 - b) create a cocktail using each of the gins
 - c) be made within two weeks from each of the gins being received.
22. ALDI Gin 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 Gin Club on gin we may ask that ALDI Gin Club Members restrict their ALDI Gin Club social media posts to the gin in question, without reference to other ALDI products or the wider ALDI brand. ALDI Gin Club Members must follow all reasonable procedural, legal and regulatory compliance requirements set by ALDI from time to time. This will include requirements:
- a) imposed to comply with Advertising Standards Authority's guidance relating to the advertisement or promotion of alcohol as approved by Aldi's legal team. This would include ensuring that ALDI Gin Club Members social media posts do not (i) promote underage or excessive drinking; and (ii) do not include pictures of alcoholic drinks being consumed by people who appear under 18;
 - b) imposed to disclose the relationship between ALDI and the ALDI Gin Club Member. This will require, for example, the ALDI Gin Club social media posts to make clear that it is a sponsored advert by including the word "Advert" on the post;
 - c) imposed to ensure compliance with X's Terms of Service (<https://twitter.com/en/tos>) or the X Rules (<https://help.twitter.com/en/rules-and-policies/twitter-rules>);
 - d) imposed to ensure compliance with Instagram's Terms of Service (<https://help.instagram.com/581066165581870>) and Privacy Policy (<https://help.instagram.com/519522125107875>); and
 - e) imposed to ensure compliance with TikTok's Terms of Service (<https://www.tiktok.com/legal/page/eea/terms-of-service/en>) and Privacy Policy (<https://www.tiktok.com/legal/page/eea/privacy-policy/en>)
24. Described in the guidance letter provided with the gin each month, ALDI Gin Club Members will be permitted to keep all bottles of gin that they receive and do not need to return the empty bottles to ALDI.
25. Save for the provision of the gin, ALDI Gin Club Members will not receive any form of additional payment from ALDI as a result of or in connection with the ALDI Gin Club competition or the social media content 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 Gin Club Members.
26. ALDI Gin Club Members must not:
- a) breach X's Terms of Service (<https://twitter.com/en/tos>) or the X Rules (<https://help.twitter.com/en/rules-and-policies/twitter-rules>), Instagram's Terms of Service (<https://help.instagram.com/581066165581870>); or TikTok's Terms of Service (<https://www.tiktok.com/legal/page/eea/terms-of-service/en>)
 - b) give the impression that a social media post 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.
27. ALDI reserves the right to:
- a) remove an ALDI Gin Club Member from the ALDI Gin Club if ALDI reasonably considers that that member's behaviour is in breach of these Terms;
 - b) remove ALDI Gin Club Members from the ALDI Gin Club once they have been an ALDI Gin Club Member for at least three months (to give more people the chance to become an ALDI Gin Club Member);
 - c) substitute, or appoint additional, ALDI Gin Club Members with runners-up chosen through the Competition process, or otherwise through later competitions;
 - d) appoint more than thirty ALDI Gin Club Members at any time; and
 - e) close the ALDI Gin Club competition at any time and for any reason.
28. ALDI may contact ALDI Gin Club Members to discuss their reviews and gather further feedback on the gins provided.
29. ALDI Gin Club Members agree that they will remove any social media posts which are found to be, or which ALDI reasonably believes to be, in breach of these ALDI Gin Club Rules and Procedures.
30. ALDI Gin Club Members may withdraw from the ALDI Gin Club competition at any time and for any reason.
31. If, while acting as an ALDI Gin 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 GIN CLUB PUBLICITY

32. You agree that if you become an ALDI Gin 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>
33. The name and county of residence of the ALDI Gin Club Member may be announced on ALDI's @ALDIUK X and @aldiuk Instagram page and @aldiuk TikTok page within 28 days of the end of the Competition.

OUR LIABILITY TO YOU

34. 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.
35. 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.

X

36. By accepting these Terms you acknowledge that:
- a) the Competition is in no way sponsored, endorsed or administered by, or associated with, X;

- b) X'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 X's site in relation to the ALDI Gin Club competition will be subject to X's own Terms of Service (<https://twitter.com/tos>) and Privacy Policy (<https://twitter.com/privacy>).

INSTAGRAM

37. By accepting these Terms you acknowledge that:
- a) the Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram:
 - b) Instagram'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 Instagram's site in relation to the ALDI Gin Club will be subject to Instagram's own Terms of Service (<https://help.instagram.com/581066165581870>) and Privacy Policy (<https://help.instagram.com/519522125107875>).

TIKTOK

38. By accepting these Terms you acknowledge that:
- a) the Competition is in no way sponsored, endorsed or administered by, or associated with, TikTok:
 - b) TikTok'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 TikTok's site in relation to the ALDI Gin Club will be subject to TikTok's own Terms of Service (<https://www.tiktok.com/legal/page/eea/terms-of-service/en>) and Privacy Policy (<https://www.tiktok.com/legal/page/eea/privacy-policy/en>).

GENERAL

39. **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 Gin Club Member if ALDI believes their appointment to have been a result of a breach of these Terms.
40. **Privacy:** Please see Paragraphs 32 and 33 above (ALDI Gin Club Publicity) for details of which of the ALDI Gin Club Members' 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/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.
41. **Events beyond our control:** Events may occur that render the Competition itself, the selection of an ALDI Gin Club Member, or the appointment of ALDI Gin 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.
42. **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.

43. **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.
44. **Other promotions:** Any other promotions run by ALDI will be governed by their own separate terms and conditions.
45. **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.

No.	Activity
1.	<p>ALDI Gin Club: The ALDI Gin Club provides the opportunity for the public to help taste and feedback on gin.</p> <p>Types of Data: By applying to become an ALDI Gin Club member you agree to provide ALDI with:</p> <ul style="list-style-type: none"> a) your name; b) your X account name and profile, your Instagram account name and profile; OR your TikTok account name and profile c) your e-mail address; d) if you are selected as a potential ALDI Gin Club member, proof of your age; and e) if you are selected as a potential ALDI Gin Club member, your address. <p>Uses of Data: We may use the data you provide in the following ways:</p> <ul style="list-style-type: none"> a) Your name, X, Instagram AND/OR TikTok account name and e-mail address: This will be used to administer the ALDI Gin Club competition (including notifying you if you become an ALDI Gin Club Member, social media content you make as an ALDI Gin Club member or otherwise contacting you in relation to the Competition); b) Your name and county of residence: May be used on ALDI's X page and ALDI's Instagram page and ALDI's TikTok page to publicly promote the results of the Competition if you become an ALDI Gin Club member; c) Your X account name, Instagram account name, profile picture and any content produced as a result of your activity as an ALDI Gin Club member: May be used in our advertising, marketing and promotional activities, including: <ul style="list-style-type: none"> i) publicity announcing the results of the Competition; ii) on the ALDI website; iii) in-store features and leaflets; iv) social media channels including X, Instagram, TikTok, Facebook and Pinterest; and v) TV, radio, print, internet or other media; d) Proof of your age: This will be solely used to verify that you are old enough to be an ALDI Gin Club member e) Your e-mail address: If you consent to it, to contact you in relation to our newsletters and marketing; and f) Your address: To deliver the gin and any associated documents to you. <p>Basis for Processing: Variously, your consent to be an ALDI Gin Club member, your consent to receiving marketing communications and our legitimate interests (to learn more about what our customers feel about our products).</p> <p>Third-Parties Involved: Our main partner in the ALDI Gin Club competition is Clarion Communications (P.R.) Limited ("Clarion"), a public relations company helping ALDI to run the Competition. Clarion are registered in England and Wales with company number 2517824 and their registered office is at Rose Court, 2 Southwark Bridge Road, London SE1 9HS.</p> <p>We may also disclose your data to selected third-party service providers involved with:</p> <ul style="list-style-type: none"> a) TV, radio, print and other media production; and b) making deliveries of products.