

TERMS AND CONDITIONS FOR THE DESIGN AN EGG 2024 CAMPAIGN (THE “COMPETITION”)

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

ALDI is running the Competition to select a winning easter egg design (the “**Design**”). The winning Design will be incorporated into the design for a 2025 Aldi Easter Egg (the “**Product**”).

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 competition winner. By entering the Competition, you confirm your acceptance of these Terms.

INFORMATION ABOUT US

1. The Competition’s promoter is ALDI Stores Limited (the “**Promoter**”). 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:

1. To enter the Competition, you must:
 - 1.1. send an email to designanegg@clarioncomms.co.uk, including:
 - 1.1.1. a drawing of your Aldi Easter Egg design;
 - 1.1.2. your name and age; and
 - 1.1.3. any further details on why you love Easter, or drawing/design including any measurements, colours etc.

Please see Paragraphs 36 and 37 below (ALDI Design an Easter Egg 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:

2. Entry is open to all residents of the UK or over except:
 - 2.1. the Promoter’s employees and their immediate families (such as children, spouses, siblings, aunts, uncles and grandparents) and other household members of any such employee described in this clause;
 - 2.2. employees, officers or agents or any companies associated with the Competition; and

- 2.3. any of the Promoter's agencies (including any of their parent and/or affiliate companies).
3. Any entry that features anyone under the age of 18, must have the permission of and be submitted by their parent or guardian (whom will be the applicant for the purposes of the Competition and these terms and conditions). If a winning submission features anyone under the age of 18, their parent or guardian will be required to enter into a consent form on their behalf.
4. No more than one entry may be made per person. Anyone found to be creating or using multiple email accounts to enter the Competition will be ineligible to win.
5. The Competition commences at 12:00am on 19.02.2024 to 11:59pm on 31.03.2024 (the "**Closing Date**").
6. All entries received after 11:59pm on 31.03.2024 are automatically disqualified.
7. Use of 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 an email address 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. The Promoter 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 COMPETITION WINNER

11. One winner will be chosen from all valid entries.
12. After the closing date, the Competition winner shall be selected by a panel of judges appointed by the Promoter (on the basis of their Design).
13. The decision of the panel of judges will be final.
14. The Promoter will send the full names of the judges to anyone who writes within one month after the Closing Date of the Competition requesting details of the judges and who encloses a self-addressed envelope to the Promoter's registered office.
15. The Promoter is not responsible for any lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. No responsibility can be accepted for any technical failures of any kind or any unauthorised intervention in any part of the entry process, nor for any technical or human error, which may occur in the administration of this Competition or the processing of entries.

16. Entries must not contain material that:
 - 16.1. is inappropriate, offensive, indecent, obscene, hateful, defamatory, derogatory or anything similar;
 - 16.2. promotes irresponsible or excessive drinking; or
 - 16.3. may promote bigotry, racism, hatred or harm against any group or individual or that may promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
17. Entrants acknowledge that other entrants may have submitted ideas and concepts that may be similar to their entry, and that they will not be entitled to any compensation or right to negotiate with the Promoter over such matters.
18. Entrants warrant that their entries are their own original creation and have not been copied and/or reposted from any other persons.
19. In the event of any dispute regarding the winner, the decision of the Promoter is final and no correspondence or discussion shall be entered into.
20. The Promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these Terms.

CONTACTING THE COMPETITION WINNER

21. The Promoter will attempt to contact the chosen Competition winner by email on or before – 30.09.2024
22. Appointment as Competition winner is subject to the chosen person:
 - 22.1. providing the Promoter with satisfactory proof of their age; and
 - 22.2. confirming their availability to be the Competition winner.
23. The Promoter reserves the right to offer a place to become the Competition winner if the chosen person:
 - 23.1. cannot reasonably be contacted by the Promoter within one week of the Promoter's first attempt to do so;
 - 23.2. does not provide the Promoter with the information and/or confirmations required under paragraph 22 above; or
 - 23.3. is removed as Competition winner because of a breach of these Terms.
24. Appointment as Competition winner is not transferable to another individual and no cash or other alternatives will be offered.

DESIGN AN EGG RULES AND PROCEDURES

25. The winning applicant will see their Design reflected in the Product in 2025. The exact on sale date of the Product is to be determined.
26. The winner will be sent information detailing next steps on the design process, including updates on the progress and on sale date of the Product.
27. The Promoter and/or its agents have the right to edit the winning entry Design in any way that it deems necessary.
28. The final Product may differ from the Design. The Promoter is not obligated to create an exact replica of the drawing design.
29. The Design is at the discretion of the Promoter. The winning designer will not have approval rights over the final Product.
30. The winning applicant must be available to participate in photography used to promote the Product in 2025.
31. The Design may be published and shared across all of the Promoter's UK's channels (including across the Promoter's PR, digital, leaflet, recruitment and social media channels). By entering this Competition you grant the Promoter the right to use, publish and/or share any Design that you create, in any that way it chooses.
32. The Promoter reserves the right in its absolute discretion to substitute another prize of similar or greater value.
33. The Competition winner must not:
 - 33.1. breach any applicable local, national or international law or regulation;
 - 33.2. act in any way that is fraudulent, or has a fraudulent purpose or effect;
 - 33.3. upload material which is obscene, offensive, sexually explicit, promotes violence or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 33.4. upload material in breach of any legal duty owed to a third party, such as a contractual duty or duty of confidence;
 - 33.5. impersonate any person, or to misrepresent their identity or affiliation with any person;
 - 33.6. endorse, or imply the Promoter's endorsement of, any political party;
 - 33.7. abuse, defame, harass, embarrass or threaten others;
 - 33.8. knowingly attempt to upload or attach malicious programs or software that may compromise others' operating systems; or
 - 33.9. knowingly upload or post information that is in breach of intellectual property laws.
34. The Promoter reserves the right to (without liability to the Competition winner):

- 34.1. remove the Competition winner if the Promoter reasonably considers that the member's behaviour is in breach of these Terms;
 - 34.2. substitute the Competition winner with runners-up chosen through the Competition process, or otherwise through later competitions;
 - 34.3. appoint more than one Competition winner at any time;
 - 34.4. not launch the Product in 2025 or any subsequent year; and
 - 34.5. close the Competition at any time and for any reason.
35. The Competition winner may withdraw from the Competition at any time and for any reason.

ALDI DESIGN AN EASTER EGG PUBLICITY

36. You agree that if you become the Competition winner 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>.
37. The name and county of residence of the Competition winner 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

39. If the Promoter 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, the Promoter will not be responsible for loss or damage which is not foreseeable or which is outside of the Promoter's reasonable control.
40. No responsibility or liability will be accepted by the Promoter 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.

GENERAL

41. **Discretion:** Where these Terms refer to the exercise of any discretion by the Promoter or its appointed judges such discretion shall be absolute and no correspondence shall be entered into regarding any associated decisions. The Promoter, in particular, reserves the right to refuse or disqualify any entry or remove or replace the Competition winner if the Promoter believes their appointment to have been a result of a breach of these Terms.
42. **Privacy:** Please see Paragraphs 36 and 37 above (ALDI Design an Easter Egg Publicity) for details of which of the Competition winner's details will be made available by the Promoter. 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.

43. **Events beyond our control:** Events may occur that render the Competition itself, the selection of the Competition winner, or the appointment of the Competition winner, impractical due to reasons beyond the Promoter'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.
44. **Cancellation of the Competition:** While the Promoter 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.
45. **Entire Agreement:** These Terms (together with the documents referred to in them) constitute the entire agreement between you and the Promoter in relation to your entry to the Competition and supersede and extinguish all previous agreements in respect of the Competition.
46. **Other promotions:** Any other promotions run by the Promoter will be governed by their own separate terms and conditions.
47. **Applicable Laws:** 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.