

## TERMS AND CONDITIONS FOR THE GROW WITH ALDI SPIRITS COMPETITION

This page (together with the documents referred to on it) tells you the contractual terms on which you may enter the Competition (the “Terms”).

***Please read these Terms and the associated Privacy Policy carefully before you apply to enter the Competition. Entry to the Competition shall constitute your acceptance of these terms and conditions and your agreement to be bound by them.***

We recommend that, if you intend to enter the Competition, you print a copy of these Terms for your future reference.

### INFORMATION ABOUT US

- The 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.
- 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

- To enter this Competition UK businesses need to fill in the below entry form and email it to [growwithaldi@clarioncomms.co.uk](mailto:growwithaldi@clarioncomms.co.uk):

Company							
Main contact							
Address							
E-mail							
Website							
Telephone	Office		Mobile				
Date Established							
Company Background							
Ownership							
Indication of turnover							
No of employees		Full time		Part time		Seasonal	

Cost options		EX WORKS *Please specify currency using (£ or €) **		Delivered Duty Paid (Direct to Region) UK *Please specify currency using (£ or €) **		Delivered at terminal (to platform) *Please specify currency using (£ or €) **	
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**Technical Accreditations and Standards**

British Retail Consortium		EFSIS accredited	
HACCP		Environmental Health Officer contact	
Member of Regional Food Group		SALSA	
Other: Please specify			

**In no more than 300 words, please specify why you believe Aldi should stock your spirits brand: Include details of Provenance of Ingredients / Specific Claims (e.g., Locally sourced, Organic, Vegetarian, Vegan, Health Claim, Free From, Handmade), as well as the product's USP, which consumer groups are or should be interested in your product:**

*Note: Any personal data which we collect from you, or that you provide to us, will be processed by us in accordance with these Terms and the Privacy Policy set out at the end of these Terms. Please read these carefully to understand our views and practices regarding your personal data and how we will treat it.*

**RESTRICTIONS ON ENTRY**

- Any business based in the UK (excluding Northern Ireland) can enter the Competition except:
  - ALDI's employees and their immediate families (such as children, spouses, siblings, aunts, uncles and grandparents); or
  - employees, officers or agents of any companies associated with the Competition.

- Suppliers must have a quality management system in place and have the appropriate means to produce enough liquid to supply Aldi's 900 UK stores to apply (minimum 5,000 units, maximum 15,000)
- If shortlisted, entrants must be able to supply 3 samples of at least 20ml of liquid for tasting
- No more than one entry may be made per business.
- Providing incorrect information (such as a false name or address) will mean you are ineligible to enter the Competition.
- ALDI may disregard any entry it believes has been made in breach of these Terms.

## **THE PRIZE**

- The opportunity to have their product sold as a Specialbuy at Aldi stores nationwide and on Aldi.co.uk
- The closing time for entries will be 11:59pm on Monday 5<sup>th</sup> April. After this time, no further entries to the Competition will be accepted. Shortlisted entrants will be contacted within 7 days of the closing date.
- Judging will take place on 26<sup>th</sup> April 2021. The winner will be contacted within 5 days of the judging date.

## **COMPETITION RULES AND PROCEDURES**

- Where appropriate, Competition entries which express an opinion must be written in good faith and must be honestly believed, appropriate, civil, tasteful and accord with generally accepted standards of etiquette. Where appropriate, Competition entries which are a creative work of any kind must be written or created in good faith and must be your own work, appropriate, civil, tasteful and accord with generally accepted standards of etiquette.
- By entering the Competition you warrant that your entry is your own work and that you own the copyright to it.
- You retain any copyright in your entry. In consideration of ALDI running the Competition you grant us a worldwide, irrevocable, royalty free, perpetual licence to feature your entry in ALDI's leaflets and marketing materials, on the ALDI website and on social media channels. Such use is subject to these Terms and the Privacy Policy set out at the end of these Terms.
- Entries must in particular not:
  - be illegal or unlawful under any applicable local, national or international law or regulation;
  - infringe any third party's legal rights (including any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right);
  - be libellous, maliciously false, harassing or threatening;
  - infringe any right of confidence, right of privacy, or right under data protection legislation;
  - be fraudulent, have a fraudulent purpose or effect, be in contempt of any court, or in breach of any court order;
  - be obscene, offensive, sexually explicit, promote violence or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- be untrue, false, inaccurate or misleading; or
- constitute spam.
- In consideration of ALDI running the Competition you grant to ALDI a worldwide, irrevocable, royalty free, perpetual licence to feature your entry in ALDI's leaflets and marketing materials, on the ALDI website and on social media channels. Such use is subject to these Terms and the Privacy Policy set out at the end of these Terms.
- ALDI is not required to return entries to entrants in any form.
- ALDI will not accept entries that are:
  - automatically generated by computer;
  - completed by third parties or in bulk;
  - illegible, have been altered, reconstructed, forged or tampered with; or
  - incomplete.
- Please note that ALDI may contact you to discuss your entry into the Competition.

## **SELECTING THE WINNER**

- After the closing date of the Competition, the Competition entries will be selected by a judging panel, including an independent judge.
- ALDI will shortlist up to 30 entries.
- ALDI will attempt to contact each shortlisted entrant within 7 days of the closing date of the Competition by e-mail or phone.
- All shortlisted entrants will be required to send 3 samples of at least 20ml to a specified address within 14 days of being contacted
- Shortlisted entries will be judged based on the below criteria, as well as production feasibility. The winning product will be judged on tasting and written entry by a judging panel, including an independent judge:
  - Liquid quality
  - Taste profile
  - Uniqueness
  - Distillery story
  - Breadth of use
- ALDI will attempt to contact the winning entrant within 5 days of the judging day.
- The selected supplier should make themselves available for a technical visit by Aldi w/c 3rd May
- ALDI reserves the right to re-select the Competition winner if a winner:
  - cannot reasonably be contacted within 5 days of the judging day; or
  - does not meet ALDI's technical requests
- Should an existing brand not already exist for the winning ALDI will support the production of bottle labelling.
- Liquid will be produced by the winning supplier but may be bottled by an approved ALDI supplier

- Production of the liquid and bottling process will be filmed. The winning entrant must also be available to be interviewed. This content will be shared with national, regional and consumer print and online, as well as broadcast media. Social distancing rules will be adhered to when capturing content.
- No cash alternative is available to the prize and it cannot be transferred, sold or exchanged.

## PRIVACY AND PUBLICITY

- The social media handle of the winner will be announced on appropriate social media channels on launch of the product into store.
- Entrants may be asked to take part in free publicity surrounding their win but participation in such publicity is not compulsory.
- ALDI is not responsible for printing or typographical errors in any promotional materials relating to the Competition.
- Any personal data which we collect from you, or that you provide to us, will be processed by us in accordance with the Privacy Policy set out at the end of these terms. Please read this policy carefully to understand our views and practices regarding your personal data and how we will treat it.

## OUR LIABILITY TO YOU

- 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.
- No responsibility or liability will be accepted by ALDI for entries which are not received, are incomplete or are lost in transmission for any reason. Proof of sending or transmission will not be accepted as proof of entry. Corrupted, damaged, unintelligible, inaudible or incomplete entries will be invalid.

## SOCIAL MEDIA SITES

- By accepting these Terms you acknowledge that:
  - the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or any other social media site(s) on or via which the Competition has been promoted (the "**Social Media Site(s)**");
  - the Social Media Site(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
  - any use of the Social Media Site(s) in relation to the Competition will be subject to the Terms of Service / Use and Privacy Policies shown on those site(s) from time to time.

## GENERAL

- **Discretion:** Where these Terms refer to the exercise of any discretion by ALDI such discretion shall be absolute and no correspondence shall be entered into regarding any associated decisions.

- **Events beyond our control:** Events may occur that render the Competition itself or the selection of a winner 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.
- **Cancellation of the Competition:** ALDI reserves the right to cancel, terminate, modify or suspend the Competition in whole or in part at anytime. We will not have any liability, whether to you or to any third-party, as a result of such a change.
- **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.
- **Variation:** We may update these Terms from time to time without prior notice. ALDI will attempt to notify customers of variations by placing a suitable notice on the website or social media channel where the Competition has been promoted (or will provide other suitable notice, as appropriate).
- **Other promotions:** Any other promotions run by ALDI will be governed by their own separate terms and conditions.
- **General Terms:** In addition to these Terms, your use of ALDI websites shall also be subject to any Terms of Use or Privacy Policies shown on those websites from time to time.
- **Assignment:** ALDI may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under or arising from these Terms.
- **Severability:** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **3<sup>rd</sup> Party Rights:** These Terms relate to an agreement between you and ALDI. No other person shall have any rights to enforce any of these Terms.
- **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 parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

## PRIVACY POLICY

- Aldi is committed to respecting your privacy and complying with its obligations under the Data Protection Act 2018.
- This policy sets out the basis on which your personal data will be used in respect of Competition. Please read the following carefully to understand our views and practices regarding your personal data and how it will be treated. By entering the Competition you are accepting and consenting to the practices described in this policy.
- Please note that by entering the Competition you are providing information to both Aldi and Clarion Communications (the "**Agency**"), a public relations company helping Aldi to run the Competition. The Agency is a company registered in England with the company number 02517824, whose registered address is The Johnson Building, Hatton Garden, London EC1N 8JS [the "Agency"] on behalf of Aldi [the "Client"]

- In this context, ALDI will be the data controller, and the Agency will be a data processor of any personal data you provide.
- Information provided while using any Social Media Site(s) associated with the Competition may also be separately gathered by those sites and used in accordance with their Terms of Service / Use and Privacy Policies.

Aldi and the Agency will use your information in the following ways:

- The social media handle of each winner will be announced on appropriate social media channels in accordance with the “Publicity and Privacy” section of the Terms.
- Your social media account name, profile picture and the contents of your entry to the Competition: These may appear in media coverage resulting from publicity announcing the results of the Competition, in Aldi’s leaflets and marketing materials, on the Aldi website and on social media channels, including:
  - [Twitter.com/aldiuk](https://twitter.com/aldiuk);
  - [Facebook.com/Aldiuk](https://facebook.com/Aldiuk);
  - [pinterest.com/aldiukstores](https://pinterest.com/aldiukstores); and
  - [Instagram.com/aldiuk](https://instagram.com/aldiuk)
- We will use your data to notify you if you win the Competition or if we are otherwise required to contact you in relation to the Competition (this may include contacting you to discuss your entry to the Competition).
- Your proof of your age will be solely used to verify that you are old enough to win the Competition
- Your email address and phone number (where provided) may be used to contact you in relation to the Competition (this may include contacting you to discuss your entry to the Competition).
- Your home bar and profile will be used in a media story issued to national, consumer and regional media to announce the winner of the competition

By entering the competition, you have consented to ALDI and the Agency using the personal data you have provided in this way.

### **Your Rights**

- The Data Protection Act 2018 gives you certain rights over any personal data we hold about you. To learn about what your rights are and how to exercise them, please see the [ALDI Customer Services Privacy Policy](#).
- Any changes we may make to this Privacy Policy in the future will be posted on the Aldi website or via appropriate social media channels.
- If you have any questions about this Privacy Policy please contact us

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