

## **TERMS AND CONDITIONS FOR ALDI X LBW VINEYARD EXPERIENCE 2023 (THE “EXPERIENCE”)**

This page tells you the terms on which you may purchase tickets for the Experience (the “**Terms**”).

ALDI is selling tickets (via LBW) to third party people to attend a vineyard experience – tour and tasting.

***Please read these Terms and the associated Privacy Policy carefully before you purchase a ticket as they will govern your attendance of the Experience and your conduct whilst there. By purchasing a ticket, you confirm your acceptance of these Terms.***

### **INFORMATION ABOUT US**

1. The ticket 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.
3. The ticket and Experience host is LBW Drinks Ltd (“**LBW**”). It is a company registered in England under company number 02848445. Its registered office is at The Lyme Bay Winery, Shute, Seaton Junction, Axminster, Devon EX13 7PW and its VAT number is GB634351259.
4. To contact them, please email [info@lbwdrinks.co.uk](mailto:info@lbwdrinks.co.uk) or call them on 01297 551 355.
5. Third-Parties Involved: Our main partner in the Experience is Clarion Communications (P.R.) Limited (“**Clarion**”), a public relations company helping ALDI to run the Experience. Clarion is registered in England and Wales with company number 02517824 and its registered office is at Sea Containers House, 18 Upper Ground, London, SE1 9GL We may also disclose your data to selected third-party service providers involved with TV, radio, print and other media production.

### **THE EXPERIENCE COMPRISES OF:**

1. The Experience comprises:
  - a) Total duration of approximately 2.5 hours.
  - b) You will be given a tour of the vineyard located at Crouch Ridge Estate comprising an initial welcome talk.
  - c) This will be followed by a wine tasting session on the premises.
  - d) At the end of the session, you will receive a goody bag containing x 1 75cl bottle of ALDI’s English Sparkling wine and an assortment of other non-perishable goods.

### **RESTRICTIONS ON PURCHASE OF TICKETS:**

2. Tickets are available in limited quantities on a first come first served basis and are only available for purchase via the LBW website at [lymebaywinery.co.uk](http://lymebaywinery.co.uk).
3. Tickets go on sale at 00:01 in London on 17.06.2023 and the closing date to purchase tickets is at 23:59 in London on 25.06.2023.
4. You must be aged 18+ to purchase a ticket and attend the Experience. You may be asked to show satisfactory proof of age on arrival to the Experience.
5. Entry is open to all residents of the UK aged 18 or over except:
  - a. ALDI or LBW’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 Experience.
6. Use of false name or address, or the provision of any other untruthful or misleading information, will result in cancellation of the relevant ticket.
7. A maximum of two tickets can be purchased per person. Anyone found to be purchasing tickets under multiple identities will be denied access to the Experience.

8. Tickets are non-refundable, non-transferrable, and non-exchangeable. Tickets will only be refunded where ALDI cancels the applicable Experience, changes the date or reschedules the date of the applicable Experience.
9. Tickets are valid for the date shown on ticket only.
10. E-tickets will be issued, no hard copy tickets will be issued. When your booking has been confirmed your tickets will be dispatched via e-mail to the e-mail address you specified. It is your responsibility to check prior to purchase that the information you have supplied to us in respect of your e-ticket requirements is accurate. We are only responsible for issuing e-tickets in accordance with the information you provide.
11. Tickets do not guarantee car park entry. We advise that you do not drink alcohol if you are the driver in your party attending the Experience.
12. Ticket holders are responsible for organising and financing their own means of travel to and from the vineyard location.
13. ALDI may cancel Experience tickets at any time if it believes that such tickets have been purchased in breach of these Terms or is otherwise not in the spirit of the Experience.

#### **RESTRICTIONS AT THE EXPERIENCE:**

14. All items brought onto the property, including all items left in vehicles, are left entirely at your risk.
15. You agree to comply with all reasonable instructions from vineyard staff during your visit, including without limitation those in respect of health and safety.
16. If you or another guest has an accident or suffers any injury during attendance at the Experience, please report this as soon as possible to a member of vineyard staff and, in any event, within 24 hours of the incident.
17. All those attending the Experience must respect the privacy and comfort of others throughout the Experience, particularly with regard to phone calls in public spaces.
18. No dogs are permitted on site, except for assistance dogs notified to LBW in advance of the Experience.
19. No smoking or use of e-cigarettes is permitted on site save in designated smoking areas.
20. Permission must be obtained from LBW and ALDI for all filming and photography for commercial purposes. You may take photos and film for personal use only.
21. Please be aware that for safety reasons, CCTV will be in operation.
22. When attending the Experience, you are not permitted to walk around the vineyard or winery (other than where it is part of the formal Experience activity) without prior consent from vineyard staff.
23. LBW and ALDI reserves the right to refuse entry into, or remove from the premises, any person (without refund of ticket cost). This includes, but is not limited to, a person who:
  - a) has behaved in a manner which, in the opinion of LBW and/or ALDI, has, or is likely to, adversely affect the safety or enjoyment of staff and/or other visitors;
  - b) has used threatening, abusive or insulting words or behaviour, or in any way provokes or behaves in a manner which may provoke a breach of the peace or disturb the business operations at the vineyard; and
  - c) is, or appears to be, under the influence of drugs or alcohol.
24. You acknowledge that you will be liable to us for any damage caused by you to the vineyard or to any of its contents or for any injury caused to any of our staff or representatives or to other visitors during your visit.
25. Except in respect of death or personal injury caused by our negligence or by that of our employees or any other liability that cannot, as a matter of law be excluded or limited, we exclude our liability for any loss, damage, cost or expense suffered by you or occurring to any items belonging to you as a result of your visit; and our liability to you shall be limited to the

price of your Experience ticket. Under no circumstances will we be liable to you or to any third party for any consequential or indirect loss, damage or expense.

## GENERAL

26. **Discretion:** Where these Terms refer to the exercise of any discretion by ALDI or LBW such discretion shall be absolute, and no correspondence shall be entered into regarding any associated decisions. ALDI or LBW, in particular, reserve the right to cancel any Experience ticket which it believes to have been obtained in breach of these Terms.
27. **Privacy:** 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.
28. **Events beyond our control:** Events may occur that render the Experience itself impractical due to reasons beyond ALDI or LBW's control. ALDI or LBW may, at their discretion, make such variations or amendments to the Experience as they feel are necessary as a result of such events.
29. **Cancellation of the Experience:** While ALDI will use every effort to ensure the Experience is open until the intended closing date, ALDI reserve the right to cancel, terminate, modify or suspend the Experience in whole or in part at any time. If you have already purchased a ticket for the Experience by that point ALDI will notify you of the change via the e-mail address which you supply to us when you purchased a ticket. ALDI 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.
30. **Entire Agreement:** These Terms (together with the documents referred to in them) constitute the entire agreement between you, ALDI and LBW in relation to your purchasing of ticket/s and supersede and extinguish all previous agreements in respect of the Experience.
31. **Other promotions:** Any other promotions run by ALDI or LBW will be governed by their own separate terms and conditions.
32. **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.