

Terms and Conditions for **Aldi's Amazing Easter WIÑ-ATA Competition (FACEBOOK LIVE)**

The Promoter is Aldi Stores Limited, Holly Lane, Atherstone, Warwickshire, CV9 2SQ.

How to enter:

1. The competition will take place on Thursday 7th April at 1pm, 4pm and 6pm.
2. The competition will be hosted and take place on FACEBOOK as a FACEBOOK Live event (the “**Event**”).
3. To enter the competition, applicants must be 18 years of age or older, be a resident of the United Kingdom or Ireland and be the holder of a valid Facebook account.
4. To enter the competition, entrants must comment, during the periods indicated within the Event, with **one** of the emojis shown.
5. The period for which entries can be submitted for each round of the competition will be clearly indicated on screen whilst the Event is live and in progress.
6. All entries received before or after the periods indicated for entries to be submitted will not count.
7. In each round, entrants will be randomly selected from all valid entries by random draw performed by a computer process [Woobox Winner Picker](#).
8. Each entrant selected will become a player (“**Player**”) and the following will take place:
 - 8.1. The Player’s FACEBOOK user name will be shown on screen.
 - 8.2. A member of the Promoter’s team will use the item that corresponds to the emoji selected by the Player in their comment, to strike the piñata once.
 - 8.3. If the piñata breaks, causing the golden egg inside to fall, that Player will be a winner (“**Winner**”) and will receive the Winning Prize (for details see prizes section below).
 - 8.4. If the piñata does not break, the Player will be a runner up (“**Runner Up**”) and will receive a Runner Up Prize (for more details see the prizes section below).
9. All Winners and Runners Up will be contacted as soon as possible thereafter to arrange for delivery of their prizes.
10. By entering the competition, users accept the terms and conditions set out herein.
11. 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.
12. Entries must not contain material that:
 - (a) is inappropriate, offensive, indecent, obscene, hateful, defamatory, derogatory or anything similar;
 - (b) promotes irresponsible or excessive drinking; or

(c) 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.

13. 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.
14. In the event of any dispute regarding the Winners and/or Runners Up, the decision of the Promoter is final and no correspondence or discussion shall be entered into.
15. The Promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.

Eligibility:

16. The competition is open to all residents in mainland UK (excluding Northern Ireland) and the Republic of Ireland **over the age of 18** whom hold a valid Facebook account (held in accordance with the terms and conditions therein) except employees of:

(a) the Promoter;

(b) any entity (including any of their parent and/or affiliate companies) involved or associated with the competition or the prizes, including but not limited to all suppliers of the prizes; or

(c) any of the Promoter's agencies (including any of their parent and/or affiliate companies); or

(d) the immediate family (spouse, parents, siblings and children) and other household members of any such employee described in this clause.

17. In entering the competition, you confirm that you are eligible to do so. The Promoter may require you to provide proof that you are eligible to enter the competition. The Promoter reserves the right to verify entrants' eligibility.
18. An entrant may only be selected as a Player once for the entire competition.
19. Internet access required.
20. The Promoter will not accept competition entries that are:
 - (a) automatically generated by computer;
 - (b) completed by third parties or in bulk; or
 - (c) illegible;

Prizes:

21. Each Winner will win one of the following (the "**Winning Prizes**"):
 - 21.1. Easter Chocolate Box
 - 21.2. Easter Sharing Box
 - 21.3. £25 gift card
 - 21.4. Kamado Ceramic Egg BBQ + £25 Gift Card

- 21.5. Rope Effect Coffee Set + £25 Gift Card
- 21.6. Gas Pizza Oven + £25 Gift Card

- 22. Each time there is a Winner, the Promoter will reveal on screen which of the Winning Prizes that Winner shall receive.

- 23. Each Runner Up will receive a £10 Aldi Gift Card ("**Runner Up Prize**").

- 24. The decision of the Promoter regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.

- 25. The prize is non-refundable, non-changeable and no cash alternative will be given.

- 26. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of prize winners to anyone who emails customerservices@aldi.co.uk or writes to Aldi Stores Limited, Holly Lane, Atherstone, Warwickshire, CV9 2SQ] (enclosing a self-addressed envelope) within one month after the Event. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter customerservices@aldi.co.uk . In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

Data protection and publicity:

- 27. Insofar as the Promoter becomes a controller of any personal data relating to entrants provided for the purposes of the competition, any such personal data will be held and/or processed in accordance with current UK data protection legislation and for the purposes of the current competition only. The details of the Promoter's privacy policy including details on how to exercise any rights under the data protection legislation can be found at www.aldi.co.uk/privacy

- 28. Personal data posted on Facebook will be subject to separate privacy policies, which entrants can check and access via FACEBOOK's websites.

- 29. Subject to clause 27 above, no personal data of entrants held and/or processed by the Promoter will be disclosed to a third party without the data subject's prior consent, other than is absolutely necessary so as to fulfil the terms of the competition and/or the prize offered, in which case such processing will be subject to the necessary lawful basis under data protection legislation.

Ownership and publication of competition entries and intellectual property rights:

- 30. Winners and/or Runners Up may be required to take part in publicity accompanying or resulting from this competition. By entering this competition you hereby assign to the Promoter, and waive your moral rights in, the copyright and all other intellectual property rights whatsoever in your entry and confirm that you have no rights in any promotional or advertising material or similar which arises out of, or is in connection, with this competition.

General:

- 31. The Promoter reserves the right, at its sole discretion, to disqualify any entry that does not comply with these terms and conditions.

- 32. The Promoter reserves the right to amend or withdraw this promotion if circumstances arise which are beyond its control.

33. The Promoter reserves the right to disqualify any individual it finds to be tampering with the operation of the competition or in an unsportsmanlike or disruptive manner. Any attempt by any person deliberately to undermine the legitimate operation of the competition may be a violation of criminal and civil law and, should such an attempt be made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any of these terms and conditions shall not constitute a waiver of that provision.
34. Except where prohibited, entrants agree that:
 - (a) any and all claims brought by them in relation to this competition, and any consequential judgments or awards, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this competition and
 - (b) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages otherwise increased. Subject to any liability arising as a result of its fraud or fraudulent misrepresentation, the Promoter's liability for claims related to this promotion is limited to a maximum of three thousand pounds.
35. To the extent permitted by law, the Promoter is not liable for any injury or damage to persons or property, which may be caused, directly or indirectly, from any entrant's participation in the competition or from any prize.
36. All issues and questions (whether contractual or non-contractual) concerning the construction, validity, interpretation and enforceability of these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to the exclusive jurisdiction of the English courts.