

## **Terms and Conditions for the Chief Easter Egg Taster 2023 Competition**

**The Promoter** is ALDI Stores (Ireland) Limited (ALDI Ireland), a limited liability company with company number 294035 and having its registered office at 67/68 Fitzwilliam Square, Dublin 2. The head of its advertising and marketing department is situated at ALDI Ireland, Birch House, Millennium Park, Osberstown, Naas, Co. Kildare, W91 YX71.

Please read these terms carefully before entering the Chief Easter Egg Taster 2023 Competition (Competition).

This page tells you the contractual terms and conditions on which you may enter the Competition.

### **How to enter:**

1. To enter the Competition, applicants must send a video, no longer than 1 minute in duration stating their name, favourite chocolate and why they should be the Chief Egg Tasting Officer to the following email address: [easteregg@aldi.ie](mailto:easteregg@aldi.ie)
2. Entries can be submitted from [12.00pm on 06/03/2023 to 11.59am on 15/03/2023].
3. All entries received after [11.59am on 15/03/2023] are automatically disqualified.
4. 3 (three) winners will be chosen from all valid entries and will be contacted on or before [20/03/2023].
5. By entering the Competition, users accept the terms and conditions set out herein.
6. 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 the Competition or the processing of entries.
7. Entries must not contain material that:
  - 7.1. is inappropriate, offensive, indecent, obscene, hateful, defamatory, derogatory or anything similar;
  - 7.2. promotes irresponsible or excessive drinking; or
  - 7.3. may promote bigotry, racism, hatred or harm against any group or individual or that may promote discrimination based on race, gender, religion, civil status, family status, nationality, disability, sexual orientation or age.

8. 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.
9. Entrants warrant that their entries are their own original creation and have not been copied and/or reposted from any other persons.
10. 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.
11. 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:**

12. The Competition is open to all residents in Ireland except for employees of:
  - (a) the Promoter;
  - (b) any business involved or associated with the Competition; 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 employee of the Promoter.
13. 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 his or her behalf.
14. 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.
15. There is a limit of one entry to the Competition per person.
16. Internet access required.
17. The Promoter will not accept Competition entries that are:
  - 17.1. automatically generated by computer;
  - 17.2. completed by third parties or in bulk; or
  - 17.3. illegible, have been altered, reconstructed, forged or copied;

**Prize:**

18. Each winner will each receive 10 Easter Eggs;
19. Each winner will be required to submit a review of the Easter Eggs (the "Reviews").
20. Each winner will be sent an information pack detailing further information, instructions and guidance on writing or recording the Reviews.

21. All winners will be required to share their Reviews in accordance with the instructions that will be provided to them by the Promoter.
22. The Promoter and/or its agents have the right to edit the Reviews in any way that it deems necessary.
23. The Reviews may be published and shared across all of the ALDI IE channels (including across the Promoter's PR, digital, recruitment and social media channels). By entering this Competition you grant the Promoter the right to use, publish and/or share any Review that you create, in any way it chooses.
24. All 3 (three) winners will notified by email (responding to the email used to submit the video selected) no later than [20/03/2023] and they will be asked to confirm a IE address for delivery of the Easter Eggs.
25. The Promoter will make all reasonable efforts to contact the winners. If the winner cannot be contacted or is not available, or has not claimed their prize within three days, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the valid entries received before the closing date.
26. The prize is non-refundable, non-changeable and no cash alternative will be given.
27. The Promoter reserves the right in its absolute discretion to substitute another prize of similar or greater value.

**Judging:**

28. The Competition entries will be judged by a panel of three judges based on the video it deems to be the most original and entertaining.
29. The decision of the panel of judges (acting reasonably) will be final.
30. 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 ALDI Ireland, Birch House, Millennium Park, Osberstown, Naas, Co. Kildare, W91 YX71.
31. The Promoter reserves the right in its absolute discretion to substitute another prize of similar or greater value.
32. If you object to any or all of your surname, county and winning entry being published or made available, you should contact the Promoter at [easteregg@Aldi.ie](mailto:easteregg@Aldi.ie). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority for Ireland (ASAI) on request.

**Data protection and publicity:**

34. Insofar as the Promoter becomes a controller of any personal data relating to entrants, any such personal data will be held and/or processed in accordance with current Irish 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 <https://www.aldi.ie/privacy>.

35. Subject to clause 32 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, in which case such processing will be subject to the necessary lawful basis under data protection legislation.

36. You should not submit any personal data that is not personal to and/or relates specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property or any other rights of any third party, and will not contain anything which is defamatory, obscene, indecent, harassing or threatening.

37. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.

**Ownership and publication of Competition entries and intellectual property rights:**

38. Winners may be required to take part in publicity accompanying or resulting from the Competition. By entering the 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 the Competition.

**General:**

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

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

41. 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.

42. Except where prohibited, entrants agree that:

42.1. any and all claims brought by them in relation to the Competition, and any consequential judgments or awards, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition and

42.2. 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 one thousand euro

43. 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.

44. 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 Ireland and the parties hereby agree to the exclusive jurisdiction of the Irish courts.