

## Terms and Conditions for the **Aldi Egg Tasting Officer Competition**

**The Promoter** is Aldi Store Ltd, Holly Lane, Atherstone, Warwickshire, CV9 2SQ.

### **How to enter:**

1. To enter the competition, applicants need to send a 1 minute video with their name, favourite chocolate and why they should be the Chief Egg Tasting Officer via the following email address: [AldiEasterTastingOfficer@McCann.com](mailto:AldiEasterTastingOfficer@McCann.com).
2. Entries can be submitted from 12:00pm on 01/03/2021 to 23.59pm on 15/3/2021.
3. All entries received after 23.59pm on 15/03/2021 are automatically disqualified.
4. Three winners will be chosen from all valid entries and will be contacted on or before 19/03/2021.
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 prize draw or the processing of entries.
7. 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.
8. Entrants acknowledge that other entrants may have submitted ideas and concepts that may be similar to his/her entry, and that he/she 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 prize draw, 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 the UK, except employees of:
  - (a) the Promoter;
  - (b) any business involved or associated with the prize draw; 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.

13. All entrants under the age of 18 must have the permission of their parent or guardian before entering.
14. In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. 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:
  - (a) automatically generated by computer;
  - (b) completed by third parties or in bulk; or
  - (c) illegible, have been altered, reconstructed, forged or copied;
18. Only entries sent to the following email address will be accepted:  
[AldiEasterTastingOfficer@McCann.com](mailto:AldiEasterTastingOfficer@McCann.com)

**Prize:**

19. 3 (three) winners will be chosen by Aldi's Social Media agency from all valid entries.
20. The winners will be notified by email no later than 19/03/2021 and asked to confirm a UK address for delivery of the Easter eggs.
21. Each winner will each receive 10 Easter eggs.
22. Each winner will be required to record themselves providing a review of the Easter Eggs (the "Reviews").
23. Each winner will be sent an information pack detailing further information, instructions and guidance on recording the Reviews.
24. All winners will be required to upload the recordings of the Reviews by no later than 26/03/2021 in accordance with the instructions that will be provided to them by the Promoter.
25. The Promoter and/or its agents have the right to edit the Reviews in any way that it deems necessary.
26. The Reviews will be published and shared across all of the Aldi UK's channels (including across the Promoter's PR, Digital, recruitment and social media channels) between 29/03/2021 – 05/04/2021.
27. By entering this competition you grant the Promoter the right to use, publish and/or share any Review that you create, in any way that it chooses.
28. The prize is non-refundable, non-changeable and no cash alternative will be given.

**Judging:**

29. The Promoter reserves the right in its absolute discretion to substitute another prize of similar or greater value.
30. The winners' name and county will be available by sending a stamped SAE to the Promoter at the address below, within 3 months of the closing date, marked "Aldi Social UK Chief Egg Tasting Officer Competition":

**Aldi Store Ltd, Holly Lane, Atherstone, Warwickshire, CV9 2SQ.**

**Data protection and publicity:**

31. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and, subject to clause 32 above, will not be disclosed to a third party without the individual's prior consent, other than is absolutely necessary so as to fulfil the prize offered under this prize draw.
32. Any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is defamatory, obscene, indecent, harassing or threatening.
33. By entering this prize draw, you hereby warrant that all information submitted by you is true, current and complete.

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

34. Winners may be required to take part in publicity accompanying or resulting from this prize draw. By entering this prize draw 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 prize draw.

**General:**

35. The Promoter reserves the right, at its sole discretion, to disqualify any entry that does not comply with these terms and conditions.
36. The Promoter reserves the right to amend or withdraw this promotion if circumstances arise which are beyond its control.
37. The Promoter reserves the right to disqualify any individual it finds to be tampering with the operation of the prize draw or in an unsportsmanlike or disruptive manner. Any attempt by any person deliberately to undermine the legitimate operation of the prize draw 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.
38. 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 prize draw; 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 clause 33 and 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.

39. 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 prize draw or from any prize.
40. 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.