

## Terms and Conditions for the Aldi Specialbuys Instagram Competition, Huge Christmas Giveaway

How to enter:

Instagram users can enter themselves into a prize draw in which 1 winner will be selected from Aldi's own social accounts, with valid entries and will receive a prize of Christmas Specialbuys worth over £500 & a £100 voucher to spend at Aldi.

To enter the competition on Instagram, users will be asked to follow the IG account, like the post, tag a friend and share the post on their stories.

By entering the competition, users accept the listed terms and conditions.

Entries can be submitted from 17:00pm on 01/12/2020 to 12:00am on 07/12/2020.

1 winner will be chosen from all valid entries and will receive a prize of Christmas Specialbuys worth over £500 & a £100 voucher to spend at Aldi.

Terms and Conditions:

1. Entrants to the free prize draw are bound by these terms and conditions and any additional terms and conditions on the prize.
2. 1 winner will be selected from all valid entries and will receive a prize of Christmas Specialbuys worth over £500 & a £100 voucher to spend at Aldi. Prize subject to availability.
3. Only those residents in the UK aged 18 or over are eligible to enter. Entries are limited to one per person. Internet access required.
4. Employees of the Promoter or any business involved or associated with the prize draw, any of the Promoter's agencies and any of their parent and/or affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter. The Promoter reserves the right to verify entrants' eligibility.
5. Prize is non-refundable, non-changeable and no cash alternative will be given.
6. The Promoter reserves the right in its absolute discretion to substitute another prize of similar or greater value.
7. Entries will be accepted online at <https://www.instagram.com/aldispecialbuysuk/>. To enter, users need to follow the IG account, like the post, tag a friend and share the post on their stories
8. 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.

9. The prize draw opens at 17:00pm on 01/12/2020 to 12:00am on 07/12/2020.

10. The winner will be chosen as decided by Aldi's Social Media agency from all valid entries submitted during the promotional period. The winner will be notified by a reply on their post, or an Instagram Private Message within two working days of the closing date and asked to confirm a UK address for delivery of the prize, which will be dispatched within 28 days of confirmation. 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 Specialbuys Instagram Competition".

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 the prize draw or the processing of entries.

12. 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.

13. 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. 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.

14. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party other than is absolutely necessary so as to fulfil the prize offered under this prize draw without the individual's prior consent.

15. By entering this prize draw, you hereby warrant that all information submitted by you is true, current and complete.

16. 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.

17. The Promoter reserves the right, at its sole discretion, to remove and disqualify any entry that does not adhere to these terms and conditions.

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

19. Winner may be required to take part in any 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 complete copyright and all other intellectual property rights whatsoever in your entry and in any promotional and advertising material and similar which arises out of or is in connection with this prize draw.

20. The Promoter reserves the right to disqualify any individual it finds to be tampering with the operation of the prize draw or to be acting in violation of these terms and conditions 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.

21. Except where prohibited, entrants agree that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this prize draw, but in no event legal fees; and (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 clause 22, 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.

22. 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.

23. All issues and questions 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.

24. This promotion is in no way sponsored, endorsed or administered by, or associated with

Twitter or Facebook. You are providing your information to the Promoter and not to Twitter or Facebook. Entrants agree that Twitter or Facebook shall have no liability in respect of this draw.

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