

## Terms and Conditions for the [#AmazingAldiMums Mother's Day 2022 Billboard Campaign]

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

### How to enter:

1. To enter the competition, applicants must be 13 years of age or older and be the holder of a valid Facebook or Twitter account and must comment on Aldi's #AmazingAldiMums post, on either platform, posted on 3<sup>rd</sup> March 2022, with the following:
  - 1.1. A photo of their Mum:
  - 1.2. Accompanied with a comment explaining why they think their Mum is amazing; and
  - 1.3. With the hashtag **#AmazingAldiMums**.
2. Entries can be submitted from 14.00pm on 03/03/2022 to 11.59am on 08/03/2022.
3. All entries received after 11.59am on 08/03/2022 are automatically disqualified.
4. 1 (One) winner will be chosen from all valid entries and will be contacted on or before 11<sup>th</sup> March 2022.
5. The winner and their nominated Mum must be available between 16<sup>th</sup> and 21<sup>st</sup> March 2022.

The applicant must hold a copy of the photo submitted as part of their entry in at least Jpg file type. 300dpi (original digital image).
6. By entering the competition, users accept the terms and conditions set out herein.
7. 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.
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. 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.
10. Entrants warrant that their entries are their own original creation and have not been copied and/or reposted from any other persons.
11. 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.

12. 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:**

13. The competition is open to all residents in the UK over the age of 13 whom hold a valid Facebook or Twitter account (held in accordance with the terms and conditions of that social media platform) except 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 such employee described in this clause.
14. All entrants under the age of 18 must have the permission of their parent or guardian before entering.
15. 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.
16. There is a limit of one entry to the competition per person.
17. Internet access required.
18. 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;

**Prize:**

19. The photograph submitted as part of the winning entry will be displayed on a billboard for one day (location to be determined once winner is selected) subject to the consent of all persons featured in the photograph (the "Prize").
20. The winning applicant and their mum will also take part in a film recording their reaction to the unveiling of the billboard (the "Reaction Video")
21. The winning applicant will be contacted directly via their social media account, by no later than [9<sup>th</sup> March 2022] and they will be required to provide their contact details.
22. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize with 2 days, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the closing date.

23. If any person featured in the photograph submitted by the winning applicant does not consent to their image being used for the purposes of the Prize and/or to take part in the Reaction Video, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the closing date.
24. The prize is non-refundable, non-changeable and no cash alternative will be given.

**Judging:**

25. The competition entries will be judged by a panel of three judges based on the comment and photo that they deem to be the most entertaining and/or endearing.
26. The decision of the panel of judges (acting reasonably) will be final.

[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 Store Ltd, Holly Lane, Atherstone, Warwickshire, CV9 2SQ).

27. The Promoter reserves the right in its absolute discretion to substitute another prize of similar or greater value.
28. The Promoter will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who writes to Aldi Store Ltd, Holly Lane, Atherstone, Warwickshire, CV9 2SQ (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.
29. 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 [aldi.social@mccann.com](mailto:aldi.social@mccann.com). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

**Data protection and publicity:**

30. Insofar as the Promoter becomes a controller of any personal data relating to entrants and/or their mum 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](http://www.aldi.co.uk/privacy)
31. Personal data posted on Facebook and/or Twitter will be subject to separate privacy policies, which entrants and/or applicants can check and access via those platforms' websites.
32. Subject to clause [30] above, no personal data of entrants and/or their mum 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.
33. You should not submit any personal data that is not personal to and/or relates specifically to either the applicant and/or your mum. 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.
34. By entering this 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:**

35. Winners 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:**

36. The Promoter reserves the right, at its sole discretion, to disqualify any entry that does not comply with these terms and conditions.
37. The Promoter reserves the right to amend or withdraw this promotion if circumstances arise which are beyond its control.
38. 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.
39. 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.
40. 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.
41. 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.