

## TERMS AND CONDITIONS

- 1 These are the general terms and conditions ("**Terms**") that govern the relationship between you, the entrant ("**Participant**", "**you**", "**your(s)**") and Fox's Burton's Companies **Charter Court 74-78 Victoria Street, St Albans, Herts, AL1 3XH**. (the "**Promoter**", "**we**", "**our**", "**us**") in respect of Fox's Seasonal & Assortment competition and lead generation activity draw ("**Promotion**") operated by the Promoter.

## ELIGIBILITY

- 2 The following are not eligible to participate in the Promotion: (i) employees of the Promoter and William Reed Ltd, its respective subsidiaries and associated companies, any advertising and promotional agencies or the prize suppliers, (ii) immediate family members of such employees or of anyone with whom such employees are domiciled and (iii) the independent observer. In these Terms, "immediate family" includes mother, father, brothers, sisters, sons, daughters, in laws, spouse or partner.
- 3 By entering the Promotion you are confirming you:
  - (a) have the legal capacity to do so (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract);
  - (b) agree to be bound by these Terms.
- 4 The Promoter may require you to provide proof that you are eligible to enter the Promotion.
- 5 The Promoter will not accept Promotion entries that are:
  - (a) automatically generated by computer;
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with;
  - (d) not original or copied from a third party; or
  - (e) incomplete.
- 6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Promotion.
- 7 Promotion entries cannot be returned so we recommend you retain a copy of your entry.

## HOW TO ENTER

- 8 Entry to the Promotion is restricted to one (1) entry per individual.
- 9 The Promotion runs between 00:01 on 22<sup>nd</sup> November to 23:59 on 7th December (the “**Closing Date**”) inclusive (the “**Promotion Period**”). Only entries received by or on behalf of the Promoter during the Promotion Period will be accepted into the Promotion.
- 10 All Promotion entries must be received by the Promoter by no later than 23:59 on the Closing Date. All Promotion entries received after the Closing Date are automatically disqualified
- 11 To enter the Promotion submit the online entry form provided by William Reed Ltd (trading as Convenience Store) on [conveniencestore.co.uk](http://conveniencestore.co.uk) (the “**Website**”) by the Closing Date.
- 12 No purchase necessary and there is no charge to enter
- 13 By submitting a Promotion entry, you are agreeing to be bound by these Terms.
- 14 For help with entries, please see the Website.

## PRIZE

- 15 The prizes must be accepted as awarded and are non-transferable or convertible to cash or other substitutes. If due to circumstances beyond our control we are unable to provide the stated prizes, we reserve the right to award a substitute prizes of equal or greater value.
- 16 There are 12 of prize packages to be won and each prize consists of the following:
  - (a) £150 Amazon Voucher and two cases of product, for two retailers
  - (b) A case of product for ten runners-up.

## WINNER'S SELECTION

- 17 The winning entries will be selected by the Convenience Store on behalf of the Promoter at random. Winners' details will be transferred to the Promotor's agent, Finn Communication - Matt Wharldall - , to fulfil the prizes.

- 18 The promoters agent will endeavour to notify each winning Participant by email or telephone provided with the Promotion entry within 5 working days after the Closing Date
- 19 Please allow 30 days for delivery of a prize following confirmation of the delivery addresses
- 20 The prize may not be claimed by a third party on the entrants behalf.
- 21 If a winning Participant cannot be contacted after two (2) attempts within five (5) business days, we reserve the right to select an alternate winner from the entries that were received before the Closing Date.
- 22 We reserve the right to select an alternative winner in the event that we have reasonable grounds for believing that a winner has contravened any of these Terms.
- 23 The Promoter does not accept any responsibility if the entrant is not able to take up any prize.
- 24 A list of winning Participants' surname or store name and their county will be available after the Closing Date on request from the Promotor's agent for one month
- 25 If you object to any or all of your surname and county being published or made available by the Promoter's agent, please contact the Promoter on [matt.wharldall@finncomms.com](mailto:matt.wharldall@finncomms.com). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

## **LIMITATION OF LIABILITY**

- 26 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **OWNERSHIP OF PROMOTION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

- 27 All Promotion entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt.
- 28 By submitting your Promotion entry and any accompanying material, you agree to:
  - (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
  - (b) waive all moral rights,

in and to your Promotion entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

- 29 You agree that the Promoter may, but is not required to, make your entry available on [www.conveniencestore.co.uk](http://www.conveniencestore.co.uk) and any other media, whether now known or invented in the future, and in connection with any publicity of the Promotion. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Promotion entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Promotion entry and any accompanying materials for such purposes

#### **DATA PROTECTION AND PUBLICITY**

- 30 Personal information collected from Participants will be used by us and William Reed Ltd in connection with the Promotion and will not be disclosed to any other third party except for the purpose of operating the Promotion and fulfilling prizes where applicable. You understand and acknowledge that to the extent the data submitted by You in connection with a Promotion amounts to personal information, such personal information will be processed in accordance with the requirements of applicable data protection laws, these Terms, William Reed Ltd's [Privacy Notice](#) the Promoter's [privacy policy](#) respectively (each as amended from time to time).
- 31 Subject to condition, 25, by entering the Promotion, you agree to the use of your name, address, and or photograph or other likeness, as well as your appearance at publicity events without any additional compensation and as required by the Promoter if you are declared a winner.

#### **GENERAL**

- 32 By participating in the Promotion, you agree to be bound by these Terms (which may be amended or varied at any time by us with or without notice), by the terms, conditions and policies of any third party websites on which this Promotion is operated and by our decisions, which are final in all matters relating to these Terms, the Promotion, the draw, the winner(s) selection and/or the results and no correspondence or discussion shall be entered into.

- 33 All changes to the Terms will be posted in revised terms and conditions
- 34 Neither we nor William Reed Ltd accept no responsibility for any incorrect or inaccurate information and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, line failure, theft or destruction or unauthorised access to Entries and/or the Website and/or any third party websites on which the Promotion is operated, for Entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control (to the fullest extent permitted by law).
- 35 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Promotion.
- 36 The Promoter reserves the right to hold void, suspend, cancel, or Promotion where it becomes necessary to do so.
- 37 These Terms shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the English Courts.