Quality Street® Christmas Countdown Social Media Promotion – Win 1 of 12 Quality Street® 1kg Tins"

Abridged Terms and Conditions

T&Cs apply. UK&I only. 18+. Max 1 entry / person per draw, 1 win/household.

Full Terms and Conditions

These Terms and Conditions (the Terms and Conditions) prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the Terms and Conditions and by entering this promotion all participants will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

The Promoter takes data protection seriously. By entering in this promotion, you confirm that you have read the Privacy Policy, and agree to these Terms and Conditions of the promotion. By submitting any information required as part of their participation into the promotion, participants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) and Data Protection Act 2018.

The Promotion:

1. Open to legal residents of United Kingdom and Ireland aged 18 years or over, excluding employees of the Promoter, their families, agents or anyone else professionally connected with this promotion.
2. Internet access required.
3. No purchase necessary; however a valid Instagram, Facebook or Twitter account and access to the internet are required. If you do not have an Instagram, Facebook or Twitter account, you will need to create one in order to participate. Please see www.instagram.com www.facebook.com or www.twitter.com for more details. All entries will be subject to the Terms of Service for Instagram, Facebook and Twitter which are available online at http://www.instagram.com, http://www.facebook.com and www.twitter.com.
4. The entrant entering the promotion must be the owner of the social media account/s used
5. Any entries received from private accounts will not be entered due to privacy restrictions. To enter from a private account, you must amend your account settings to a public account in order for the entry to be accepted. The account must remain public during the promotion and for a few days after the end of the promotion to be contacted in the event your entry is a winning entry.

Promotional Period

6. The promotions open and close on the dates and times stated below.
   Prize Draw 1 - 1st December – (Opens 12:00, 1st Dec 2020 – Closes 12:00, 2nd Dec 2020)

   Prize Draw 2 – 3rd December – (Opens 11:00, 3rd Dec 2020 – Closes 11:00, 4th Dec 2020)

   Prize Draw 3 – 5th December – (Opens 11:00, 5th Dec 2020 – Closes 11:00, 6th Dec 2020)

Prize Draw 4 – 7th December – (Opens 11:00, 7th Dec 2020 – Closes 11:00, 8th Dec 2020)

Prize Draw 5 – 9th December – (Opens 11:00, 9th Dec 2020 – Closes 11:00, 10th Dec 2020)

Prize Draw 6 – 11th December – (Opens 11:00, 11th Dec 2020 – Closes 11:00, 12th Dec 2020)

Prize Draw 7 – 13th December – (Opens 11:00, 13th Dec 2020 – Closes 11:00, 14th Dec 2020)

Prize Draw 8 – 15th December – (Opens 11:00, 15th Dec 2020 – Closes 11:00, 16th Dec 2020)

Prize Draw 9 – 17th December – (Opens 11:00, 17th Dec 2020 – Closes 11:00, 18th Dec 2020)

Prize Draw 10 – 19th December – (Opens 11:00, 19th Dec 2020 – Closes 11:00, 20th Dec 2020)

Prize Draw 11 – 21st December – (Opens 11:00, 21st Dec 2020 – Closes 11:00, 22nd Dec 2020)

Prize Draw 12 – 23rd December – (Opens 11:00, 23rd Dec 2020 – Closes 11:00, 24th Dec 2020)

7. Any entries received outside of these times will not be included.

To Enter:

8. **Instagram:** FOLLOW our @QUALITYSTREETUKI Instagram page, LIKE the post & COMMENT on the promotional post telling us how you would share your favourites, using the hashtag #QualityStreetCountdown
   Facebook: LIKE our QUALITY STREET Facebook page, LIKE the post & COMMENT on the promotional post telling us how you would share your favourites, using the hashtag #QualityStreetCountdown
   Twitter: FOLLOW our @QUALITYSTREETUK Twitter page, RETWEET & COMMENT on the promotional post telling us how you would share your favourites, using the hashtag #QualityStreetCountdown

9. Maximum one entry per each individual draw, during the promotional period.

10. All entries must be made by the entrant themselves. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the promotion in a way that is not consistent with the spirit of the promotion, that entrant's entries will be disqualified and any prize award will be void.

11. Moderation**:** All entries will be strictly monitored by the Promoter. The Promoter and their agents reserve the right to reject any entries for any reason in their sole discretion and the Promoter will reject entries which, in the reasonable opinion of the Promoter:
    a) contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand partner;
    b) Includes trademarks, logos, or copyrighted material not owned by the entrant or used without the right holder's prior written permission (including famous names, company names, etc.);

c) defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter (including its partners); and
d) Promotes any political agenda.
e) Is deemed to be distasteful, degrading or will in any way cause offence
f) Contains images of third parties who have not expressly consented to feature in promotion

12. The Promoter and their agents reserve the right, but not the obligation, to monitor and review the content submitted, and to remove or refuse to take forward as an entry any content submitted that the Promoter does not deem, in its sole discretion, to be appropriate, or which the Promoter deems to violate any of these Terms and Conditions. The Promoter reserves the right to report any content violations to the appropriate authorities.

The Prizes:

13. There are 12 prizes available to be won in total and each prize consists of one Quality Street® 1KG tin.

    Winners will win a tin of a single flavour variant, dictated by the date of entry. The flavours available to be won on specific dates are:

    Prize Draw 1 – Strawberry Delight

    Prize Draw 2 – Toffee Finger

    Prize Draw 3 – Coconut Eclair

    Prize Draw 4 – Fudge

    Prize Draw 5 – The Green Triangle

    Prize Draw 6 – Orange Creme

    Prize Draw 7 – Toffee Penny

    Prize Draw 8 – Chocolate Caramel Brownie

    Prize Draw 9 – Milk Choc Block

    Prize Draw 10 – Orange Chocolate Crunch

    Prize Draw 11 – Caramel Swirl

    Prize Draw 12 – The Purple One

14. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the prize for an alternative of equal or greater value.

15. Please allow up to 28 days for delivery of the prize from the date of winner acceptance.

16. The Promoter cannot be held responsible for any third party products or services.

Winners Selection & Notification / Fulfilment:

17. There will be 12 winners selected at random by an independently audited computer programme from all valid entries received across all social media channels (Instagram, Facebook and Twitter) by the closing date.

18. There is a maximum of one (1) win per household.

19. The Winners will be contacted via a message under their original entry on Instagram, Facebook or Twitter within 48 hours and will be required to respond with acceptance of the prize within 3 days of initial contact. Inaccurate information may result in the prize being forfeited. In the event any winner does not respond to communications within the 3 days of initial contact, the Promoter reserves the right to disqualify the winner and allocate that prize to an alternative winner selected at the same time as the original.

20. On completion of the validation process, the prize will be sent by special delivery post or courier, via a tracked and signed for service, within 28 days of confirmation of the winner's address.

General:

21 Anyone, who in the Promoter's absolute discretion, is acting in a manner that undermines the operation and integrity of the promotion or in any way which gives an unfair advantage, will be disqualified and any persons seeking to use such information gained will be disqualified.

22 Limitations of liability: insofar as permitted by law, the Promoter does not assume any responsibility for:

a) Any faulty, incorrect, failed or erroneous electronic data transmissions;
b) Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computer or provider utilised in any aspect of this promotion;
c) entries lost, damaged or delayed. Proof of sending will not be accepted as proof of receipt
d) Inaccessibility or unavailability of the internet or any website/social media site or any combination thereof.

23 If for any reason the promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion or invalidate any affected entries but will endeavour to minimize the effect to entrants in order to avoid undue disappointment.

24 If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, such as a change to a venue or an alteration or cancellation of an event, the Promoter will not be liable for any failure to perform or delay in performing its obligation.

25 By entering the promotion the entrant agrees that the Promoter may contact them to ask whether they want to participate in publicity relating to the promotion.

26 The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the promotion or as a result of accepting any prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.

27 This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook or Twitter. The entrant accepts/understands that you are providing your information to the Promoter, and that Instagram, Facebook and Twitter have no liability for any element of this promotion.

28 By entering this promotion, all participants will be deemed to have accepted and be bound by these Terms and Conditions.

29 Subject to the Promoter's Privacy Policy, the winners' name and counties will be made available on request from 20th January 2021 for a minimum of three months, by sending an email titled 'Quality Street® Christmas Countdown Social Media promotion' to: consumer.services@uk.nestle.com. If any winner objects to their information being published, then they can contact the Promoter by emailing UKI.Dataprotection@uk.nestle.com.

30 The Promoter shall have sole and final determination as to which entries are genuine and therefore eligible to take part in this promotion. The Promoter's decision is final and no correspondence will be entered into.

31 The promotion and these Terms & Conditions are governed by English law and their interpretation and application shall be subject to the exclusive jurisdiction of the courts of England and Wales.

32 **Data Protection:** The Promoter will only use the personal details supplied for the administration of the promotion and the auditing of the entries where necessary and for no other purpose, unless we have your consent/you have opted-in to receive future marketing communications. The surname and county of the verified winners will be made available as set out in Clause 29 above and winners can object to this by emailing UKI.Dataprotection@uk.nestle.com. Otherwise, your personal details will at all times be kept confidential and in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 as applicable. To see the Promoter's Privacy Policy visit: www.nestle.co.uk/privacypolicy. You can request access to your personal data, have any inaccuracies rectified or request deletion of personal data by sending an email to UKI.Dataprotection@uk.nestle.com . By participating in the promotion, you agree to the use of your personal data as described here. You can withdraw your consent at any time. For the purpose of the promotion, requests to delete personal data can only be actioned after the promotion has concluded

Promoter: Nestlé UK Ltd, Nestlé Confectionery (UK), York, YO91 1XY