

Rowntree's Randoms – Victorious Festival 2019

Abridged T&Cs – for Instagram post (If shortened)

UK, IoM & CI 18+. Closes 23.59 on 26.08.19. Max 1 entry/person & 1 win/household. T&Cs apply <http://bit.ly/2Mx7XgO>

Abridged T&Cs

Open to residents of UK, IoM and CI aged 18+ only. Normal exclusions apply. Internet access & public Instagram account required. Promotion available by visiting Victorious Festival between 23rd – 25th August 2019. To enter, visit Rowntree's Randoms experiential stand and take a photo of yourself, and share this to your Instagram using #myrandomside and tagging @rowntreesuk. Closes 23.59 on 26th August 2019. 3 x 1 year's supply of Rowntrees Randoms sweets to be won (53 assorted bags). NPN. Max 1 entry/person and 1 win/household. For full T&Cs visit: <http://bit.ly/2Mx7XgO>

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

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.

Eligibility to enter

1. This promotion is only open to legal residents of the United Kingdom (England, Scotland, Wales and Northern Ireland), Isle of Man and Channel Islands who are aged 18 years or over, excluding employees and the immediate families of Nestlé UK Ltd (the "Promoter"), affiliated companies, agents or anyone professionally associated with this promotion.
2. Attending the Victorious Festival, Portsmouth (23rd - 25th August 2019) and visiting the specific stand is required to enter; No purchase necessary.
3. A valid, public Instagram account and access to the internet are required. If you do not have an Instagram account, you will need to create one in order to participate. Please see

www.instagram.com for more details. All entries will be subject to the Terms of Service for Instagram which are available online at www.instagram.com.

4. The entrant entering the promotion at the event must be the owner of the Instagram account used. Any entries received from private accounts on Instagram 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

5. The promotion is open during the following Festival times, and posts must be uploaded before the closing date of 23.59 on 26th August 2019.

Festival times

Friday 23rd August 13.00 – 21.00

Sat 24th August 10.00 – 18.00

Sun 25th August 10.00 – 18.00

6.. Any entries received prior to the festival opening time or after the closing date will not be included.

How to Enter

7. **To Enter: Visit the Rowntree's Randoms experiential stand at Victorious Festival, Portsmouth** and take a photo of yourself using the official Rowntree's frame. Share your Randoms selfie using the selfie frame (props/sweet shapes also available) on Instagram for the chance to win a year's supply of Rowntree's sweets (defined as 53 sharing bags).

Simply post a photo of yourself in front of our Randoms selfie frame (props/sweet shapes also provided), tag @rowntreesuk in the image & use #myrandomside in the caption. Group photos shall be permitted where you have sought the permission of all those featured in the photo. Pictures taken of a group can be used by other members of the group as an entry provided the uploaded photo is on their own individual Instagram account and therefore deemed as an entry by them.

8. Entries cannot be made from a private account. To enter from a private account, you must first amend your settings to public in order for your entry to be accepted. Your account must remain public until the end of the promotion in order to be accepted.

9. Maximum of one entry per person. Any entry received outside the promotional period and venue location will not be valid. Duplicate photos can be used as mentioned above, but only by other members of the group who have given their consent, are in the picture and post the picture on their personal Instagram account as their entry. Anyone trying to circumvent this condition by using alternative details or setting up multiple Instagram accounts to try and circumvent the one entry per person condition will be disqualified.

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

11. All entries must be made by the entrant themselves. Bulk entries made from trade, consumer groups or third parties (not including those as part of the original group) 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.

12. 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

13. 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.

14. Entrants must only upload the photo that was taken featuring themselves, or themselves as part of a consenting group in front of the stand. Please be mindful of the restrictions and standards.

15. The person who has uploaded the photo/comment is for the avoidance of doubt the individual who is the one who is allowed to enter into the promotion. The same photo can be used for entries from other people within the group provided it is uploaded on their own Instagram account.

The Prizes:

16. There are 3 x prizes available to be won in total. Each prize consists of what we have deemed to be a year's supply of Rowntree's sweets; This being:

Rowntree's® Randoms®: 8 bags x 150g

Rowntree's® Randoms® Sours: 8 bags x140g

Rowntree's® Randoms® Squish'ems: 10 bags x140g

Rowntree's® Randoms® Foamies: 7 bags x140g

Rowntree's® Randoms® Juicers: 10 bags x140g

Rowntree's® Randoms® 30%: 10 bags x110g

These prizes will be despatched in three separate deliveries to the winners address on 10th September 2019, 10th January 2020 & 10th April 2020.

September delivery will contain Rowntree's® Randoms® and Rowntree's® Randoms® Juicers

January delivery will contain Rowntree's® Randoms® Sours and Rowntree's® Randoms® Squish'ems

April delivery will contain Rowntree's® Randoms® Foamies and Rowntree's® Randoms® 30%

17. Prizes are as specified and are strictly non-transferable, non-exchangeable, must not be sold, auctioned nor advertised for sale whether on the internet, in newspapers or elsewhere, and cannot be redeemed for cash or any other form of compensation. There are no cash alternatives available in whole or in part, except in the event of circumstances outside of its control, whereby the Promoter reserves the right to substitute similar alternatives of equal or greater value. Unless otherwise agreed with the Promoter, a winner is not permitted to transfer the right to take up a prize to anyone else.

18. The Promoter reserves the right to add more prizes into the promotion. Winners only will be notified in line with these Terms and Conditions.

Winner Selection

19. There will be 3 winners selected at random by an independently audited computer programme from all valid individual entries received by the closing date (3 winners in total). Winners will be selected within 7 working days of the promotional end date.

Winner Notification

20. The winners will be contacted via a comment on the original post by the Rowntree's social team within 7 standard working days from the draw date, and will be required to respond securely to the Rowntree's social team to confirm eligibility by providing certain information to assist with fulfilling the claim and arranging the prize delivery within 7 days of initial contact. Inaccurate information may result in the prize being forfeited.

21. The Promoter will make reasonable efforts to contact the winners, however, in the event any winner does not respond to communications within the 7 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 draw. Winners should retain their notification winning message until their win has been verified.

General

23. The Promoter reserves the right to verify the eligibility of entrants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.

24. Subject to Nestlé's Privacy policy, the surname and counties of verified winners will be available upon request by sending an email to consumer.services@uk.nestle.com with the subject line 'WINNERS LIST: ROWNTREE'S RANDOMS VICTORIOUS FESTIVAL' for a period of 3 months following the end of the promotion. If any winner objects to their information being published, then they contact us by emailing UKI.Dataprotection@uk.nestle.com with the subject line 'ROWNTREE'S RANDOMS VICTORIOUS PROMOTION'.

25. By entering this promotion, all participants will be deemed to have accepted that they are bound by the Terms and Conditions.

26. By taking part in the promotion, winners agree that Nestlé may contact them to ask whether they want to participate in marketing activities relating to the promotion.

27. Incomplete, illegible, corrupted entries, or those which are otherwise not in accordance with these Terms and Conditions will not be valid. The Promoter accepts no responsibility for failure to receive an entry where such failure is due to circumstances outside the Promoter's reasonable control.

28. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion 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.

29. 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 the Promoter will not be liable for any failure to perform or delay in performing its obligation.

30. **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 surnames and counties of verified winners will be made available as set out in Clause 24 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.

31. 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) Inaccessibility or unavailability of the internet or any website or any combination thereof.

32. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this

promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.

33. The decision of the Promoter shall be final in relation to all promotional matters.

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

35. Any person posting, or seen to be posting, comments to the Promoter's Instagram page or elsewhere during the promotion that are considered bullying, spiteful or upsetting to other participants, fans of the brand or directly aimed at the Promoter, will have their comments removed and will be disqualified from the promotion. The Promoter reserves the right to alert Instagram to any such behaviour, which may result in the person's account being frozen pending investigation.

36. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.

37. These Terms and Conditions are governed by English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.

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