QUALITY STREET PERSONALISED "THANK YOU" STREET PROMOTION, JUNE 2023 – CHANCE TO WIN A PERSONALISED "THANK YOU" STREET QUALITY STREET TIN

Abridged Terms and Conditions

UK. 18+. Max 1 entry / person / channel. Closes 23:59 on 11.06.23. 5 prizes available to be won in total. All entries will be pooled into one prize draw regardless of social media channel used to enter. T&Cs apply.

Full Terms and Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the Terms and Conditions and by participating all entrants 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 this promotion, you confirm that you have read the Privacy Policy, and agree to these Terms and Conditions. By submitting any information required as part of their entry into the campaign, entrants 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 (England, Scotland, Wales and Northern Ireland) aged 18 years or over, excluding employees and the immediate families of the Promoter, their affiliated companies, agents or anyone else professionally connected with this promotion.
2. Internet access required.
3. No purchase necessary; however a valid Facebook, Instagram or Twitter account and access to the internet are required. If you do not have a Facebook, Instagram or Twitter account, you will need to create one in order to participate. Please see www.facebook.com or www.instagram.com or www.twitter.com for more details. All entries will be subject to the Terms of Service for Facebook, Instagram and Twitter which are available online at www.facebook.com, www.instagram.com or www.twitter.com respectively.
4. The entrant entering the promotion must be the owner of the Facebook, Instagram or Twitter account 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. Promotion opens at 10:00 on 09.06.2023 and closes at 23:59 on 11.06.2023. Entries received outside of this time will not be included in the prize draw.

To Enter:

7. To enter, entrants must look out for a post on either Facebook, Instagram or Twitter, published by the official UK QUALITY STREET accounts. To enter, entrants must:

- On Facebook, LIKE & COMMENT “Thank You” on the promotional post
- On Twitter, FOLLOW @QualityStreetUK page and RETWEET the promotional post
- On Instagram, FOLLOW @QualityStreetUK, LIKE & COMMENT “Thank You” on the promotional post

8. A maximum of one entry per person, per social media channel during the promotional period.
9. 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.
10. 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

11. 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:

12. There will be 5 prizes available in total. Each prize consists of one x 1kg Quality Street “Thank You Street” tin with a standard mix of Quality Street sweets.
13. The winners must be 18 years+
14. The prize is non-transferable or exchangeable.
15. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the prize for an alternative of equal or greater value.
16. The Promoter cannot be held responsible for any third party products or services.

Winner Selection & Notification / fulfilment

17. The Winners will be contacted via a message under their original entry on Facebook, Instagram or Twitter within 3 standard working days and will be required to respond via direct message on either Facebook, Twitter or Instagram give certain information plus 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 forfeit and withhold the prize from this potential winner and allocate that prize to an alternative winner selected at the same time as the original.
18. On completion of the validation process, a member of the Nestlé Customer Service team will be in touch via email to arrange your prize.

General:

19. 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.
20. Limitations of liability: insofar as permitted by law, the Promoter does not assume any responsibility for:
    1. Any faulty, incorrect, failed or erroneous electronic data transmissions;
    2. 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;
    3. entries lost, damaged or delayed. Proof of sending will not be accepted as proof of receipt
    4. Inaccessibility or unavailability of the internet or any website/social media site or any combination thereof.
21. 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.
22. 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.
23. 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. Winners are not obliged to agree to any request.
24. 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 prizes, 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.

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

26. By entering this promotion, all participants will be deemed to have accepted and be bound by these Terms and Conditions.
27. Subject to the Promoter's Privacy Policy, the winners surnames and counties will be made available on request from 9th June 2023 for a minimum of three months, by sending an email titled 'Thank You Street promotion' to: consumer.services@uk.nestle.com. When contacting this email address, your request will be actioned in line with Nestlé's Privacy Policy (www.nestle.co.uk/privacypolicy). The Promoter reserves the right to refuse any or all such requests. If any winner objects to their information being published, then they can contact the Promoter by emailing UKI.Dataprotection@uk.nestle.com. The Promoter may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
28. 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.
29. If any provisions of these Terms & Conditions are judged to be invalid, illegal or otherwise unenforceable, then its shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
30. 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.
31. 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 the verified winners will be made available as set out in Clause 27 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