

## COMPETITION TERMS AND CONDITIONS

### 1. DEFINITIONS

<b>ANNOUNCEMENT DATE</b>	the date as detailed on the Competition Rules when the winner will be announced.
<b>COMPETITION RULES</b>	the document marked as such for the particular competition you are entering.
<b>END DATE</b>	the time and date detailed on the Competition Rules when the competition ends.
<b>ENTRY REQUIREMENTS</b>	the specific requirements to be considered for entry into the competition as detailed in the Competition Rules.
<b>START DATE</b>	the time and date detailed on the Competition Rules when the competition begins.

1.1 A reference to **writing** or **written** excludes fax but not email.

### 2. HOW TO ENTER

2.1 The competition will run from the Start Date to the End Date inclusive.

2.2 All times stated on the Competition Rules are at Greenwich Mean Time.

2.3 All competition entries must be received by Thatchers by no later than the End Date. All competition entries received after the End Date are automatically disqualified.

2.4 To enter the competition please follow the Competition Entry section of the Competition Rules for the particular competition you are entering or by submitting the online entry by email to the Contact email address on the Competition Rules by the End Date.

2.5 No purchase necessary.

2.6 Thatchers will **not** accept:

2.6.1 responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

2.6.2 proof of posting or transmission as proof of receipt of entry to the competition.

2.7 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

### 3. ELIGIBILITY

3.1 The competition is only open to all residents in the UK aged 18 years or over, **except**:

3.1.1 employees of the Promoter or its holding or subsidiary companies;

3.1.2 employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or

3.1.3 members of the immediate families or households of 3.1.1 and 3.1.2 above.

- 3.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the Prize. Thatchers may require you to provide proof that you are eligible to enter the competition.
- 3.3 Thatchers will not accept competition entries that are:
- 3.3.1 automatically generated by computer;
  - 3.3.2 completed by third parties or in bulk;
  - 3.3.3 illegible, have been altered, reconstructed, forged or tampered with;
  - 3.3.4 photocopies and not originals; or
  - 3.3.5 incomplete.
- 3.4 Competition entries are subject to the Entry Limit as defined on the Competition Rules. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 3.5 Thatchers reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 3.6 Thatchers reserves the right to refuse Competition Entry or the awarding of the Prize to any person who in Thatchers sole opinion is deemed to have been behaving inappropriately.
- 3.7 Competition entries cannot be returned.

#### 4. **THE PRIZE**

- 4.1 The Prize is as described in the Competition Rules.
- 4.2 Prizes are subject to availability. There is no cash alternative for the Prize.
- 4.3 Thatchers reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond Thatchers control makes it necessary to do so.
- 4.4 The Prize is not negotiable or transferable.
- 4.5 In order to claim the prize you must follow the How To Claim directions as detailed in the Competition Rules.

#### 5. **WINNERS**

- 5.1 The decision of Thatchers is final and no correspondence or discussion will be entered into.
- 5.2 Thatchers will contact the winner personally as soon as practicable after the Announcement Date, using the contact details provided with the competition entry. Thatchers will not amend any contact information once the competition entry form has been submitted.
- 5.3 Thatchers must make available information that indicates that a valid award took place. To comply with this obligation Thatchers will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails the Contact Email Address or writes to the address set out in the Competition Rules (enclosing a self-addressed envelope) within one month after the End Date.
- 5.4 If you object to any or all of your surname, county and winning entry being published or made available, please contact Thatchers using the details provided in the Competition Rules. In

such circumstances, Thatchers must still provide the information and winning entry to the Advertising Standards Authority on request.

## **6. CLAIMING THE PRIZE**

- 6.1 If you are the winner of the Prize, please follow the “How to Claim the Prize” details contained within the Competition Rules. If you do not claim the prize in accordance with the Competition Rules, your claim will become invalid.
- 6.2 The Prize may not be claimed by a third party on your behalf.
- 6.3 Thatchers 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 within 7 days of days of the Announcement Date, Thatchers reserves the right to offer the Prize to the next eligible entrant selected from the correct entries that were received before the End Date.
- 6.4 Thatchers does not accept any responsibility if you are not able to take up the Prize.

## **7. LIMITATION OF LIABILITY**

- 7.1 Insofar as is permitted by law, Thatchers, 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 Thatchers, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 7.2 Where a third-party provides elements of the Prize, the winner will be required to enter into an agreement with that third-party. Thatchers will not be party to that agreement and are not liable for any loss, damage or claim arising against the third-party in respect of the services they provide to the winner.

## **8. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All competition entries and any accompanying material submitted to Thatchers will become the property of Thatchers on receipt and will not be returned.
- 8.2 By submitting your competition entry and any accompanying material, you agree to:
  - 8.2.1 assign to Thatchers all your intellectual property rights with full title guarantee; and
  - 8.2.2 waive all moral rights,in and to your competition 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.
- 8.3 You agree that Thatchers may, but is not required to, make your entry available on its website [www.thatcherscider.co.uk](http://www.thatcherscider.co.uk) and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant Thatchers a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

9. **DATA PROTECTION AND PUBLICITY**

Thatchers will only process your personal information as set out in Thatchers [Privacy Policy](#).

10. **GENERAL**

- 10.1 If you are a licensed premises, where you have been provided with Thatchers branded products, Thatchers reserves the right to request return of the same if you cease to sell Thatchers products on your premises.
- 10.2 If there is any reason to believe that there has been a breach of these terms and conditions, Thatchers may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 10.3 Thatchers reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 10.4 Except as otherwise provided in this Agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it.
- 10.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 10.6 A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- 10.7 The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.
- 10.8 Thatchers encourages responsible drinking - see <http://www.drinkaware.co.uk/> for more information.