

## POUNDLAND AIRWICK

### TERMS & CONDITIONS and PRIVACY POLICY

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials relating to the Prize Promotion.

Entry/claim instructions are deemed to form part of the Terms and Conditions and by participating all participants will be deemed to have accepted and be bound by the Terms and Conditions.

#### 1. THE PROMOTER

RB UK Hygiene Home Commercial Limited (the 'Promoter'), of Wellcroft House, Wellcroft Road, Slough, Berkshire SL1 4AQ, is a company registered in England & Wales under company number 11284867.

#### 2. ELIGIBILITY

**2.1.** This promotion is open to UK (England, Wales, Scotland, Northern Ireland) residents aged 18 years or over, excluding employees of the Promoter, associated agents, or anyone else professionally connected with the draw, and their immediate families (spouse, parent, child, sibling, grandparent and/or "step" family living in the same household).

**2.2.** In entering the promotion, you confirm that you are eligible to do so and eligible to claim any prize you may win.

**2.3.** Purchase necessary for GB residents. Please retain proof of purchase in event of prize win.

**2.4.** No purchase necessary Northern Ireland.

#### 3. THE PROMOTION

**3.1.** The Prize Promotion opens at 00:01 on 1st October 2021 (the "**Opening Date**") and closes at 23:59 on 31st December 2021 (the "**Closing Date**") inclusive. No entries will be accepted after the Closing Date.

#### 4. HOW TO ENTER

##### **GB residents**

- Purchase any Airwick product from a Poundland store.
- Text **SANTA** to 85100. Entries may only be submitted via text.

##### **Northern Ireland residents**

- Text **SANTA** to 85100. Entries may only be submitted via text

**4.1.** Participants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at network provider's standard network rate, but there is

no charge to the participant for the returned bounce back text message. Texts are not usually included in any text inclusive packages, please check with your network provider if you are not sure of your standard network rate. Users on virtual mobile networks may not be able to text the short code. Please check with your network provider. Text lines are open 24 hours until 23:59 on the closing date. Ask the bill payer before texting. If you text after the Closing Date, you will not be entered but you will be charged. Take care when entering the text code; the Promoter is not responsible for mistypes and you may be charged at a higher rate. If you are unable to send a text, please check with your network operator first. For technical issues only, call 0333 335 3351 between Monday and Friday from 9.30am to 5pm excluding public holidays.

- 4.2. Entry is by text only. Maximum one entry per person (1 text & 1 receipt = 1 entry) during the Promotion Period. For the avoidance of doubt, only one unique mobile phone number will be accepted per person, and a person can use this mobile phone number to enter a maximum of once. Any Participant using multiple mobile phone numbers to access the promotion will be disqualified and any prize will be void. A mobile phone number can only be used by one person, and it cannot be shared within a household. Participants cannot enter on behalf of other people.
- 4.3. The Promoter reserves the right to determine, in its sole and absolute discretion, whether a participant or household has already submitted an entry and to disqualify the original entry and any subsequent entries or Prize entitlement.
- 4.4. Entry will be confirmed with a 'Thank You' message response. There is no charge to the participant for this message.
- 4.5. This Prize Promotion may appear across different media channels, but there is one prize pool only.
- 4.6. GB Participants should retain the till receipt as it will be required for proof of purchase in the event of a prize win.
- 4.7. The Promoter does not accept responsibility for entries or claims that are late, incorrect, illegible, incomplete, defaced, corrupt, lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, hardware or software failure of any kind or any other reason beyond the Promoter's control.

## **5. WINNER SELECTION**

- 5.1. There are 5 winners. The winners will be independently drawn using a random number generator within 10 days of the Closing Date.

## **6. THE PRIZES**

- 6.1. There are 5 prizes of £500 cash. The cash prize will be paid by bank transfer or cheque only to the account of the named winner. Prizes will be arranged/dispatched within 28 working days of acceptance.
- 6.2. Prizes are not transferable and there is no alternative.
- 6.3. Only one prize per household.

**6.4.** Please note prizes will not be awarded before Christmas and will be delivered to winners in 2022.

## **7. WINNER NOTIFICATION**

**7.1.** Winners will be notified by text within 10 days of the Closing Date. All winners will be required to provide within 14 days of notification proof of their residential address and a copy of an identification document reporting their full name and age before a prize can be dispatched. Only official documents can be accepted as proof of identity (driving licence, identity card or passport) and prize winners are recommended not to provide utility bills or bank statement containing financial information. GB winners will also need to provide their receipt as proof of purchase.

**7.2.** Sharing of receipts is not permitted.

**7.3.** It is the responsibility of the participant to ensure that they respond to the winner notification within 14 days, by emailing the address provided at the point of notification. If a winner does not respond within the initial 7 days, they will be texted again and given a further 7 days to respond. If contact cannot be made, or the prize is not claimed, within 14 days of the initial prize notification date an alternative winner will be drawn. The Promoter cannot be held responsible for any winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

**7.4.** We reserve the right to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these Terms and Conditions.

**7.5.** The Promoter does not accept any responsibility in the event a winner is not able to take their prize.

**7.6.** Prizes won via the NI free-entry route will only be fulfilled to residents of Northern Ireland.

**7.7.** Any entrant or household using the free entry route to access the Promotion that does not reside in Northern Ireland will be disqualified and any prize will be void.

## **8. LIMITATION OF LIABILITY**

**8.1.** Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners 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.

## **9. DATA PROTECTION**

**9.1.** Participants' personal data submitted in connection with the Prize Promotion will be processed by the Promoter for the purpose of administering and managing the Prize Promotion, distributing the prizes and verifying the eligibility of participants/winners and as detailed in clause 7.1. For more details on the Promoter's processing personal data check the Promoter's Privacy Policy: <https://www.rb.com/privacy-policy/>.

**9.2.** The Promoter is committed to protecting the data privacy rights of all entrants and the prize winners, in strict compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 and any applicable Data Protection Legislation. The

Promoter confirms that any personal data in connection with an entrant (and the prize winners) participating in the competition, will only be collected, saved or processed for the purposes of the administration of this Prize Promotion.

- 9.3. Legal basis for this processing of Participants/ winners' personal data is these Terms & Conditions, which represent a contractual agreement between the Participants/ winners and the Promoter.
- 9.4. Within the Prize Promotion, the Promoter will collect from the Participants the sole telephone number and text message to allow them to enter into the Prize Promotion and select the winners. The Promoter will also collect from the winners the following categories of personal data for the purposes indicated below.
- first and last name, date of birth, postal address, email address and proof of purchase to claim the prize and verify participants' eligibility to take part into the Prize Promotion (only for prize winners), exclude any identity theft and prevent Participants under the age of 18 to join the Prize Promotion. This information may be collected by asking winner to provide a copy of an identification document as described under 7.1. of this Terms & Conditions and Privacy Policy.
  - Postal address for prize delivery (only for prize winners).

Email address can also be collected from everyone that raise a question for queries management.

- 9.5. The Promoter confirms that any personal data in connection with a Participant (including winner) participating in the Prize Promotion, will only be collected, saved or processed for the purposes of the administration of this Prize Promotion and transfer of prizes. The Promoter will store personal data for the duration of the Prize Promotion and the following three months. Once this period of time is expired, personal data will be securely deleted.
- 9.6. Personal data collected within the Prize Promotion will not be disclosed on to any third parties. Prizeology – prize promotion agency –, will have access to personal data as data processor, responsible to support and assist the Promoter for the purpose of the Prize Promotion. Personal data is not transfer outside the UK and/or the EEA.
- 9.7. Since individuals aged 18 and over can participate exclusively in the Prize Promotion, no data belonging to persons under the age of 18 will be processed and stored. In the event that the Promoter receives personal data belonging to persons under the age of 18, this data will be immediately deleted/destroyed. If a parent or holder of the parental authority notifies the processing of personal data belonging to persons under the age of 18, the promoter will immediately delete/destroy this data from the processing and storage facilities. Promoter is asking winners to provide proof of identity to verify that individuals under the age of 18 cannot claim the prize.
- 9.8. The Promoter undertakes to implement appropriate technical and organizational measures in order to ensure a level of security corresponding to the personal data belonging to the Participants of the Prize Promotion. In assessing the appropriate level of security, account shall be taken in particular of the risks posed by the processing of personal data, caused in particular, by accident or illegally, by the destruction, loss, modification, unauthorised disclosure or unauthorised access to personal data transmitted, stored or processed.
- 9.9. In connection with the processing of their personal data within the Prize Promotion, individuals have the following rights arising from the UK GDPR:
- the right of access to personal data including right to request a copy of personal data;

- the right to rectification (individuals have the right to have their inaccurate personal data corrected or to have incomplete personal data completed without undue delay);
- the right to deletion (individuals have the right to have their personal data deleted without undue delay, if one of the legal grounds is given);
- the right to restrict processing;
- the right to data portability (in cases stipulated by law, individuals have the right to obtain their personal data provided to the Promoter in a structured, commonly used and machine-readable format, and the right to pass this data to another data controller);
- the right to object to the processing;
- the right not to be the subject of any decision based solely on automated processing.

9.10. Participants have furthermore right to complain to the Information Commissioner (ICO). Details of how to file a complaint can be found on the ICO website at <https://ico.org.uk/concerns/> or by calling their helpline on 0303 123 1113.

9.11. Questions, comments or requests concerning the personal data processing are welcomed and should be addressed to [privacyoffice@rb.com](mailto:privacyoffice@rb.com).

## **10. GENERAL**

**10.1.** The Promoter's decision is final and binding. No correspondence will be entered into. Entry implies acceptance of these Terms and Conditions.

**10.2.** Instructions provided at the point of entry form part of the Terms and Conditions of this Promotion. In the event of a conflict, these Terms and Conditions take precedence.

**10.3.** The Promoter reserves the right, at its sole discretion, to eliminate or disqualify any entries or Participants that it regards as being in breach of these Terms and Conditions or the spirit of the Prize Promotion. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.

**10.4.** The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Prize Promotion in the event of any unforeseen circumstances or technical reason outside its reasonable control, with no liability to any Participants or third parties but will use all reasonable endeavours to avoid consumer disappointment.

**10.5.** The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.

**10.6.** The Promoter accepts no responsibility for system errors or other issues that may result in disruption to winner notification or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries, including any such failure which is within the control of The Promoter or its agencies.

**10.7.** It is the responsibility of the Participant to provide their correct, up-to-date details when entering the Prize Promotion and/or confirming acceptance of the prize in order for their prize to be processed. The Promoter cannot be held responsible for the winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

**10.8.** No third party or bulk entries. Entries via third parties, consumer groups or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes

apparent in the reasonable opinion of the Promoter that an Participant is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple mobile phone numbers addresses; using multiple postal addresses; acting fraudulently or dishonestly in the reasonable opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's entries or otherwise acting in violation of these terms, these participants will be disqualified, and any prize entitlement will be void.

- 10.9.** The Promoter must either publish or make available information that indicates valid awards took place. To comply with this obligation, the surname and county of the prize winners will be made available to anyone who requests them by emailing [Santa@winnerslist.co.uk](mailto:Santa@winnerslist.co.uk) within 1 month of the Closing Date. Participants may request their surname and county are not published in the event they win by emailing [Santa@winnerslist.co.uk](mailto:Santa@winnerslist.co.uk) before the Closing Date. In such circumstances, the Promoter must still provide the surname and county of the prize winners to the Advertising Standards Authority on request.
- 10.10.** The Promoter's decision is final and binding in all matters relating to the Prize Promotion and no correspondence will be entered into.
- 10.11.** If any clause or provision of these Terms and Conditions is declared by a court to be illegal, invalid or unenforceable, this declaration shall not affect the validity and enforceability of any other clause or provision within.
- 10.12.** Should participants have any queries relating to this Prize Promotion, they can send a request either by:
- Email to the Promoter's Consumer Relations team ([europa.consumerrelations@rb.com](mailto:europa.consumerrelations@rb.com)); or
- 10.13.** The application and interpretation of these Terms and Conditions shall be governed by the laws of England. Parties will first and foremost try to resolve amicably any dispute and the courts of England and Wales shall have exclusive jurisdiction.
- 10.14.** Any dispute relating to the Prize Promotion must be sent by registered mail with return receipt to the Promoter within 1 month from the Closing Date with postmark serving as evidence. It must be sent to: RB UK Hygiene Home Commercial Ltd, Poundland Airwick Prize Promotion, Wellcroft House, Wellcroft Road, Slough, Berkshire, SL1 4AQ.