

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 entrants 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

- a. This prize promotion ("**Prize Promotion**") is open to GB (England, Wales and Scotland) 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).
- b. In entering the Prize Promotion, you confirm that you are eligible to do so and eligible to claim any prize you may win.

3. THE PROMOTIONAL PERIOD

- a. The Prize Promotion opens at 00:01 on 15th October 2022 (the "**Opening Date**") and closes at 23:59 on 14th January 2023 (the "**Closing Date**") inclusive (the "**Promotional Period**"). No entries will be accepted after the Closing Date.

4. HOW TO ENTER

- a. Purchase necessary. Purchase £10 of any Air Wick products in one transaction from a Wilko store during the Promotional Period.
- b. Text **AirWick** to 85100 followed by a space and your full name and postcode.
- c. Maximum of 4 entries per person during the Promotional Period. Each entry requires a different proof of purchase.
- d. Entries may only be submitted via text.
- e. Please retain an itemised receipt/invoice showing the time and date of purchase of your Air Wick products within the Promotional Period. Winners will be required to provide this proof of purchase when claiming their prize.
- f. Entrants 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 entrant 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.

- g.** Entry is by text only. Maximum of 4 entries per person (1 text & 1 receipt = 1 entry) during the Promotional Period. For the avoidance of doubt, only one unique mobile phone number will be accepted per person. Any entrant using multiple mobile phone numbers to access the Prize 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. Entrants cannot enter on behalf of other people.
- h.** Entry will be confirmed with a 'Thank You' message response. There is no charge to the entrant for this message.
- i.** This Prize Promotion may appear across different media channels, but there is one prize pool only (5 prizes of a £250 Wilko gift card).
- j.** 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.
- k.** No third party or bulk entries. Entries via third parties 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 any entrant is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; acting fraudulently or dishonestly in the 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 entrant's entries or otherwise acting in violation of these terms, these entrants will be disqualified, and any prize entitlement will be void.

5. WINNER SELECTION

- a.** There are 5 winners. The winners will be assigned numbers which will then be independently drawn using a random number generator within 14 days of the Closing Date.

6. THE PRIZES

- a.** There are 5 prizes of a £250 Wilko gift card. Gift cards can be used in any UK Wilko store and are valid for 12 months from activation. Gift cards cannot be used online. For full list of stores, please visit <https://stores.wilko.com/>. Prizes will be dispatched within 28 working days of acceptance.
- b.** Prizes are not transferable and there is no cash alternative.

- c. The Promoter reserves the right to replace a prize with an alternative prize of equal or higher value if circumstances make it necessary to do so.
- d. Only one prize per household.

7. WINNER NOTIFICATION

- a. Winners will be notified by text within 14 days of the Closing Date and will be required to provide proof of purchase, proof of their residential address and a copy of an identification document reporting solely their full name and age (with other personal data redacted from the provided copy of the document) before a prize can be dispatched. Only official documents can be accepted as proof of identity (driving licence, identity card or passport).
- b. It is the responsibility of the entrant to ensure that they respond to the winner notification within 14 days of notification, 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.
- c. The Promoter does not accept any responsibility in the event a winner is not able to take their prize.
- d. The Promoter reserves the right to request a proof of purchase for each entry made during the Promotional Period.
- e. The Promoter reserves the right to disqualify an entrant and withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these Terms and Conditions.

8. LIMITATION OF LIABILITY

- a. 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

- a. Entrants' personal data submitted in connection with the Prize Promotion will be processed by the Promoter, in the role of data controller, for the purpose of administering and managing the Prize Promotion, distributing the prizes and verifying the eligibility of entrants/winners and as detailed in clause 7a. Data processed by the Promoter will be processed in accordance with this clause 9. More details on Promoter's general processing of personal data are available from: <https://www.airwick.co.uk/privacy-policy>.
- b. **Compliance with Data Protection Laws and purpose of processing:** 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 in the UK. 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 and transfer of prizes.

- c. Legal basis:** Legal basis for this processing of entrants/prize winners' personal data is these Terms & Conditions, which represent a contractual agreement between the entrants/prize winners and the Promoter [i.e., art. 6 (1) (b) (UK) GDPR].
- d. Categories of personal data:** Within the Prize Promotion, the Promoter will collect from the entrants and prize winners the following categories of personal data for the purposes indicated below.
- Telephone number to allow entrants to enter the Prize Promotion and be selected amongst the winners (all entrants).
 - Telephone number, first and last name, date of birth, postal address, email address and proof of purchase to claim the prize and verify entrants' eligibility to take part in the Prize Promotion (only for prize winners), exclude any identity theft and prevent entrants under the age of 18 from taking part in the Prize Promotion, and to prevent a household from claiming more than one prize. This information may be collected by asking winners to provide a copy of an identification document reporting solely their full name and age (with other personal data redacted from the provided copy of the document) as described under 7a of these Terms & Conditions and Privacy Policy.
 - Postal address for prize delivery (only for prize winners).
 - Email address for queries management based on participants voluntary requests or queries (entrants contacting the Promoter with related request/query).
- e. Data retention:** The Promoter will only retain participants' personal data as long as reasonably required for the purposes as set out in this privacy policy or otherwise to comply with legal or regulatory requirements applicable to the Promoter. 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. Data related to identity documents will be deleted immediately after necessary verification of winners.
- f. Data sharing and transfers of data to third countries:** Personal data collected within the Prize Promotion will not be disclosed on to any third parties. Prizeology – the prize promotion agency – will have access to personal data as data processor, based on relevant data privacy agreement, responsible to support and assist the Promoter for the purpose of the Prize Promotion. Personal data is not transferred outside the UK/EEA.
- g. Children:** Since only individuals aged 18 and over can participate 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 Promoter of the processing of personal data belonging to persons under the age of 18, the Promoter will immediately destroy this data/delete it from its processing and storage facilities. The Promoter is asking winners to provide proof of identity to verify that individuals under the age of 18 cannot claim the prize.
- h. The protection of your personal data:** 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 entrants 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.

- i. Participants' data protection rights:** 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.
- j. Complaints:** Entrants and prize winners furthermore have the 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.
- k. How to contact the Promoter:** Questions, comments or requests concerning personal data processing are welcomed and should be addressed to privacyoffice@reckitt.com.

10. GENERAL

- a.** The Promoter's decision is final and binding in all matters relating to the Prize Promotion. No correspondence will be entered into. Entry implies acceptance of these Terms and Conditions.
- b.** Instructions provided at the point of entry form part of the Terms and Conditions of this Prize Promotion. In the event of a conflict, these Terms and Conditions take precedence.
- c.** The Promoter reserves the right, at its sole discretion, to eliminate or disqualify any entries or entrants 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.
- d.** 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 entrants or third parties, but will use all reasonable endeavours to avoid consumer disappointment.
- e.** 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.

- f.** It is the responsibility of the entrant 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.
- g.** 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 Airwick@loveprizes.co.uk within 3 months of the Closing Date. Entrants may request their surname and county are not published in the event they win by emailing Airwick@loveprizes.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.
- h.** 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 these Terms and Conditions.
- i.** Should entrants have any queries relating to this Prize Promotion, they can send a request by email to RB's Consumer Relations team (europa.consumerrelations@rb.com).
- j.** 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.
- k.** 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, Wilko Air Wick Promotion, Wellcroft House, Wellcroft Road, Slough, Berkshire, SL1 4AQ.