

Social Media Short T&Cs

Full T&Cs in bio. Closes 12:00pm on Wed 16/12/2020. 18+, UK only. 1 x prize of a Terry's product hamper. Winner chosen within 2 working days of competition end date.

Prize Draw & 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.

The Promoter & Administrator:

Terry's Chocolate Orange Co. Ltd, 35 Ballards Lane, London, N3 1XW (The Promoter).

This Promotion is administered by Media Bounty Ltd, 10 Orange Street, London, WC2H 7DQ (The Administrator).

Eligibility:

1. Promotion is open to residents of The United Kingdom (England, Scotland, Wales and Northern Ireland) aged 18 and over at the time of entry, excluding employees of Terry's Chocolate Orange Co. Ltd and their immediate families, their agencies, or anyone else professionally connected with the Promotion. Failure to comply with any part of this clause will disqualify the respective entry from the promotion.
2. No purchase necessary. An Instagram account (public) and an active email address are both required to enter the competition.

How to Enter:

3. To enter, participants must ensure that they are actively following @terryschocolateorange and **comment the correct answer as to how many balls fall in to the stocking** in the comments section of the promotional post.
4. Only one entry per person during the promotional period and only entries submitted during the promotional period will be entered into the prize draw. Anyone trying to circumvent this rule by using alternative details including but not limited to creating multiple accounts will be disqualified from this promotion. Entries (bulk or otherwise) made from trade, consumer groups or third parties will not be accepted.

Promotional Timings:

5. Promotion opens at **12:00pm** on **Monday 14/12/2020** and closes at **12:00pm** on Wednesday **16/12/2020**.
6. There is a total of 1 prize to be won. The winner will be chosen at random via a randomised computer process from all valid entries, managed by The Administrator within **2 working days of promotional end date**.

Prize Details:

7. **THE PRIZE:** 1 x Terry's Chocolate Orange hamper, including: 1x milk chocolate orange, 1 x white chocolate, 2x milk chocolate orange tablet, 2x milk chocolate orange biscuit tablet, 2x milk chocolate orange cranberry tablet, 1x white chocolate orange minis and branded water bottle.

Winner Notification & Acceptance:

8. The winner will be notified of their selection via **Instastory tag, comment reply or Instagram direct message** within 5 working days of the prize draw and asked to respond for verification and claim details. If a winner cannot be contacted or does not confirm acceptance of their prize within 72 hours of notification, the Promoter reserves the right to withdraw the prize from the original winner who will have their prize forfeited and pick a replacement winner drawn at the same time as the original.
9. During the claim process the winner may be asked to confirm their name, postal address and age to verify eligibility of the prize.
10. It is the responsibility of the winner to provide their correct, up-to-date details at the time of acceptance in order for their prize to be processed. The Promoter nor The Administrator can be held responsible for the winner failing to supply accurate information which affects prize delivery.
11. The Promoter reserves the right to refuse to award a prize or withdraw prize entitlement and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotions entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.
12. The prizes will be sent for delivery to the winner's address within 5 working days of verifying the winner.
13. The prize is non-negotiable, non-transferable and non-refundable. No cash alternative is available. Where a prize becomes unavailable for any reason, the Promoter reserves the right to substitute that prize for a prize of equal or higher value.
14. In the event of unforeseen circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to modify or suspend the promotion or these terms and conditions, either in whole or in part, with or without notice but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
15. The Promoter's decision is final. No correspondence will be entered into.

General:

16. The winner's surname and county will be made available on request, for a maximum of three months from the date of prize draw closing date, to those writing to: social@mediabounty.com or Media Bounty Ltd, 10 Orange Street, London, WC2H 7DQ (The

Administrator). Participants may request their name and county is not published in the event they win by emailing social@mediabounty.com before the closing date.

17. The Promoter will not be liable for any failure of receipt of entries. The Promoter takes no responsibility for any entries, which are lost, delayed, illegible, corrupted, damaged, incomplete or otherwise invalid.
18. By entering the promotion, entrants agree to have their submitted name and entry displayed on the Terry's Chocolate Orange social channels (if applicable) and agree that it may be used by Terry's for any such purpose, at any time, without any fee or other form of compensation. The winner agrees to participate in any reasonable publicity required by the Promoter with no recompense. Participants warrant that the materials contain no copyright materials, are their original works, have not been copied, in whole or in part, from any third party and they have full authority to grant these rights. If participants choose to include image or photography in their entry they also warrant that any person featured has given their express permission and/or any child (under 16 years) has parental or guardian consent.
19. The Promotion and these terms are governed by English law and subject to the exclusive jurisdiction of the English and Welsh courts.
20. The Promotion is in no way sponsored, endorsed or administered by Instagram. You are providing your information to Terry's Chocolate orange Co. Ltd, not to Instagram.
21. Entrants further agree that no content will be submitted that:
 - a. Is known to be false, inaccurate or misleading;
 - b. Is offensive, obscene, vulgar, or is inappropriate for a public and family friendly forum;
 - c. Is, or may be considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, threatening or harassing to any individual or entity;
 - d. Is considered bullying, spiteful or upsetting to other participants;
 - e. Infringes any third party's copyright, patent, trademark, trade secret, right of publicity, rights of privacy, moral rights or any other applicable personal or proprietary rights;
 - f. Encourages or advocates any unlawful or unauthorized behaviour or activity or violates any law, statute, ordinance or regulation;
 - g. Includes any information that references other websites, addresses, email addresses, contact information or phone numbers; or
 - h. Contains any computer viruses, worms, Trojan horses or other potentially damaging computer programs or files.
22. The Promoter reserves the right to have any comments removed and the entrant will be disqualified from the Promotion.
23. 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 these terms and conditions or suspend the promotion, or invalidate any affected entries.

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 prize/gift, except for any liability which cannot be excluded or limited by law (including personal injury, death and fraud).
25. 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.
26. The winner's personal data will only be used for prize fulfilment, and will be held in accordance with the Promoter's Privacy Policy, which is available here:
<https://www.carambarco.com/en/carambar-and-co-website-privacy-policy/>