

## **BETTYS CHOCOLATE WEEK GIVEAWAY TERMS AND CONDITIONS**

### **1. BETTYS CHOCOLATE WEEK GIVEAWAY**

- 1.1 These Terms and Conditions apply to the above Prize Draw. The Prize Draw promoter is Bettys and Taylors of Harrogate Ltd of 1 Parliament St., Harrogate, HG1 2QU ("**Promoter**"). By entering this Prize Draw, you are agreeing to be bound by these Terms and Conditions.

### **2. How to enter**

- 2.1 The Prize Draw will run from 7:00AM GMT on 18/10/24 (the "**Opening Date**") to 11:59PM GMT on 18/10/24 (the "**Closing Date**") inclusive.
- 2.2 All Entries must be received by the Promoter before the Closing Date. Any Entry received before the Opening Date, or after the Closing Date, will not be valid.
- 2.3 To enter the Prize Draw, entrants must
- (a) follow @bettys on Instagram
  - (b) like the Bettys Chocolate Week Giveaway post and share it on their Instagram story; and
  - (c) respond to the Bettys Chocolate Week Giveaway post tagging 2 friends. ("**Entry**").
- 2.4 No purchase is necessary to enter the Prize Draw.
- 2.5 The Promoter will **not** accept:
- (a) responsibility for any Entry that is 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
  - (b) proof of posting or transmission as proof of receipt of Entry to the Prize Draw.

### **3. Eligibility**

- 3.1 The Prize Draw is only open to all residents in the UK aged 18 years or over, **except**:
- (a) employees of the Promoter or its holding or subsidiary companies;

- (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the Prize Draw or its administration; or
  - (c) members of the immediate families or households of (a) and (b) above.
- 3.2 By entering the Prize Draw, you confirm that you are eligible to do so and eligible to claim any Prize you may win. The Promoter may require you to provide proof that you are eligible to enter the Prize Draw and/or receive the Prize.
- 3.3 The Promoter will not accept Entries that are:
  - (a) automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with;
  - (d) photocopies and not originals; or
  - (e) incomplete.
- 3.4 There is a limit of one Entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 3.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Prize Draw.

#### **4. The Prize**

The Prize is a Bettys Swiss Chocolate Bundle consisting of 1 x Luxury Swiss Hot Chocolate, 1 x Chocolate Buttons, 1 x Lady Betty Peppermint Creams, 1 x Milk Chocolate Langues de Chat, 1 x Salted Caramel Chocolates, 1 x Milk Chocolate Guinea and 1 x Dark Chocolate Guinea. One prize is available to be won ("**Prize**").

- 4.1 The Prize is provided by the Promoter.
- 4.2 Prizes are subject to availability. The Promoter reserves the right to substitute all or any part of the Prize with a Prize of equal or greater value.
- 4.3 The Prize is not negotiable or transferable. There is no cash alternative for the Prize.

## 5. Winners

- 5.1 The winner will be selected at random from all valid Entries after the Closing Date. The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 5.2 The Promoter will contact the winner personally to confirm that they have won and advise how to claim the Prize. Contact will be made using a direct message on Instagram through the @Bettys account only associated with the winner's Prize Draw Entry.

The Promoter must be able to make information available that indicates that a valid award took place. To comply with this obligation the Promoter will make the surname and county of the winner available to anyone who emails [bettysspr@bettysandtaylor.co.uk](mailto:bettysspr@bettysandtaylor.co.uk) within one month after the Closing Date of the Prize Draw. By entering this Prize Draw you agree that your personal information may be used in accordance with this condition 0.

## 6. Claiming the Prize

- 6.1 If you are a winner, you will have 10 of days from the date on which we contact you pursuant to **Error! Bookmark not defined.**5.2 to claim your Prize**Error! Reference source not found.** If you do not claim the Prize within this timeframe, your claim will become invalid and the Promoter will be entitled to award the Prize to another entrant.
- 6.2 The Prize may not be claimed by a third party on a winner's behalf.
- 6.3 The Promoter does not accept any responsibility if you are not able to take up the Prize.

## 7. Limitation of liability

Insofar as is permitted by law, the Promoter 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 the Promoter. Your statutory rights are not affected.

## 8. Ownership of Entries and intellectual property rights

- 8.1 All Entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

8.2 By submitting your Prize Draw Entry and any accompanying material, you agree to:

- (a) assign absolutely to the Promoter all your intellectual property rights held in the Prize Draw Entry with full title guarantee; and
- (b) waive absolutely all moral rights,

in and to your 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 By submitting your Entry, you acknowledge that:

- (a) the Entry is your own original work and does not infringe the rights of any third party;
- (b) the Promoter may make your Entry available on its website, on social media and in any other media, whether now known or invented in the future. We may identify you in doing so (but we are not obliged to);
- (c) you shall not be entitled to any credit or remuneration in connection with the Promoter's use of your Entry.

## **9. Data protection and publicity**

9.1 The Promoter will process your personal information in accordance with its Privacy Policy, which is available here: [Privacy Policy \(bettys.co.uk\)](https://www.bettys.co.uk/privacy-policy). See also condition 0, with regard to the announcement of winners and condition 8.3(b), with regard to how your Entry may be used.

## **10. General**

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Prize Draw.

10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Prize Draw in its sole discretion.

10.3 These Terms and Conditions are governed by English law and the courts of England will have jurisdiction over any dispute arising in connection with them.