Tesco Krispy Kreme Giveaway – September 2023

Abridged

UK 18+. Opens 2:30pm 08.09.23, closes 9:00am 11.09.23. Max 1 entry p/person. Internet access and Twitter/X account required for entry. Tag a friend who you thinks deserves celebrating, and you could win 12 Krispy Kreme doughnuts. 20 winners will be randomly drawn to win 12 Krispy Kreme doughnuts. Max 1 prize per household. Further details & T&Cs: tes.co/twitter-krispy-kreme Promoter: Tesco Stores Ltd.

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 claimants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy of these terms and conditions for your information.

1. **Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA.

2. **Eligibility:** This prize promotion is open to all UK residents (England, Scotland, Wales and Northern Ireland) aged 18 or over, except for anyone directly connected with the planning or administration of the prize promotion including Tesco employees, their agencies and their immediate families (spouse, parent, child, sibling, grandparent and/or 'step' family).

3. **Promotional Period:** The prize promotion opens at 2.30pm on 8th September 2023 and closes at 9:00am on 11th September 2023.

4. Internet access and a Twitter/X account are required for entry. A Twitter/X account can be opened at www.twitter.com. Participants are reminded to get the owner's permission before using a computer, device and/or internet-access which is not owned or paid for by the entrant to enter the Promotion. The Promoter will not be liable for any internet or mobile connection, or other charges incurred in entering the Promotion.

5. The entry instructions form part of the rules. By entering, you agree to accept and be bound by the rules.

6. How to enter

a. Go to Twitter.com. Reply to the promotional post at Twitter.com/Tesco by tagging a friend.

b. Your account must be set to public for 30 days after the closing date and time, so we can see your entry and notify you if you are a winner.

c. Only one entry per person. If you enter more than once, your first entry will be accepted, and all others will be disqualified. A participant can only use one Twitter/X account to enter.

d. Entries posted anywhere other than under the promotional post on Twitter/X will not be eligible for entry.

e. During the Promotional Period, some entries might be shared by the Promoter, or the Tesco Community Team may comment on your entry. This does not mean that you are a winner, neither does it increase your chances of winning.

f. Any entries that we consider (in our absolute discretion) to be in breach of government COVID-19 guidelines/restrictions, political, dangerous, profane, suggestive, vulgar, offensive, indecent, illegal, racist, copied, offensive (including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group) cruel or fraudulent, or infringe on the rights or copyright of others will be immediately disqualified.

g. We will not tolerate anyone who posts or is seen to be posting comments via any social media channel or anywhere else during this Promotion that we think are bullying, spiteful or upsetting to other entrants and followers of Tesco or directly aimed at us. Anyone acting in this way will be disqualified from the prize promotion.

h. Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected, or late entries will not be accepted. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.

i. 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 either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple Twitter/X accounts; 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 or a

household's entries or otherwise acting in violation of these terms, these participants and their household will be disqualified, and any prize entitlement will be void.

j. Only entries which follow the entry criteria above will be eligible to win a prize.

7. Winner Selection:

a. All entries received during the Promotional Period will be placed into a random prize draw conducted by an independent third-party within 5 working days of the closing date. The winner will be randomly selected and will meet the entry criteria in Clauses 6a-j.

8. **Prize Fund:**

a. There are 20 prizes in total. The winners will receive 12 Krispy Kreme doughnuts.

b. There is no cash alternative to the prize stated and prize must be accepted by the named winner. Prize cannot be transferred to anyone else.

c. Only one prize per household.

d. The Promoter reserves the right to provide an alternative prize of equal or greater value should circumstances outside its control make this necessary.

9. **Winner Notification:**
   a. The winner will be contacted either via a Direct Message on Twitter/X by Tesco within 7 days of the closing date, notified of their win and required to provide their delivery address, email address, telephone number and full name for prize delivery within 2 days. If the winner has not previously private messaged Tesco, they will receive a comment on the promotional post from @Tesco asking to be private messaged. Once the winner has private messaged Tesco, a direct Message will then be sent. Please check your direct message inbox and comment on the promotional post.

   b. If the winner does not respond within the initial 2 days of notification, they will be contacted again via a direct message and given a further 2 days to respond. If contact cannot be made, or the prize is not claimed, within 4 days of the initial prize notification date, the prize will be redrawn and awarded to a new winner. Only a reply via direct message from the same Twitter/X account that we notify will be accepted.

10. **Prize Delivery**

a. Prizes will be sent within 15 business working days of acceptance.

It is the responsibility of the entrant to provide their correct, up-to-date details when confirming acceptance of the prize in order for their prize claim to be processed. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or receipt of their prize.

c. Whilst the Promoter will take all reasonable steps to ensure that its obligations relating to meeting specific timeframes for prize fulfilment are met, the Promoter shall not be liable in any way for its inability to meet these timeframes resulting from an outbreak of Covid-19 either within its own business or with its third-party fulfilment provider.

d. Should a national or local lockdown affect the Promoter's ability to meet these deadlines, it will fulfil its obligations as soon as is reasonably possible after its and/or its third-party fulfilment providers resume business as usual.

e. The Promoter will not be held liable for any delays to prize delivery arising from circumstances outside of the Promoter's control including, but not limited to, Acts of God, adverse weather conditions, collective action including strike action and pandemic. If circumstances beyond the Promoter's control limit its ability to fulfil its obligations, it will endeavour to do so as soon as reasonably possible

General:

11. Where we suspect that an individual has breached these terms and conditions, we reserve the right to verify the winner and ask for proof of identity, age and address and that they are the person associated with the winning notification.

12. The winner may be asked to take part in reasonable publicity relating to this prize draw without payment. Such publicity may include, without limitation, publishing the winner's name and social media handle on Twitter/X, their entry and any statements made by them concerning the Promotion and the prize won as part of the Promotion on Tesco's other social media channels. This is not a condition of entry and the winner can refuse to participate in publicity.

13. Participants acknowledge that other participants may submit entries that may be similar to their own, and that they will not be entitled to any compensation or right to negotiate with the Promoter over such matters.

14. As part of the promotion, we collect the following personal data: username, for entrants, surname, phone number, email address and county for the winner for the purpose of providing a winner list as indicated in point 15, and a delivery address for the purpose of prize fulfilment. These details are requested for administering the promotion only. To find out more about how we use and protect your personal data, as well as your privacy rights visit https://www.tesco.com/help/privacy-and-cookies/privacy-centre/privacy-policy-

information/privacy-policy/ . By entering the promotion, entrants agree that any personal information provided may be passed on to Krispy Kreme UK Limited (the Supplier), and DPD UK Limited (the Delivery Partner) for the purposes of prize administration only. Such information will be handled in accordance with the Supplier's privacy policy, which can be found here: https://www.krispykreme.co.uk/privacy-policy; and in accordance with the Delivery Partner's privacy policy, which can be found here: https://www.dpd.co.uk/dpo-privacy-notice-1.jsp

15. The surname and county of the winner will be made available to anyone who requests them by emailing TescoComp@bbh.co.uk within 1 month of the closing date. Participants may request their surname and county is not published in the event they win by emailing TescoComp@bbh.co.uk before the closing date. However, the Promoter shall provide the surname and county of the winner to competent authorities upon request from such competent authorities (including the Advertising Standards Authority).

16. This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter/X. You understand that you are providing your information to the Promoter and not to Twitter/X. All entries are also subject to Twitter/X's terms of service, and you can find them here: https://twitter.com/en/tos.

17. We reserve the right to cancel, amend, withdraw, terminate or temporarily suspend this promotion for whatever reason, with no liability to any entrants or third parties if the failure to deliver our obligations is outside our reasonable control. However, if this happens, we will use all reasonable endeavours to avoid consumer disappointment.

18. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to winner notification or prize. 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.

19. Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting the prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.

20. The promoter's decision is final and binding. No correspondence will be entered into.

21. The application and interpretation of these terms and conditions shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.

22. 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.