



LU 2022 Text to Win 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. Please retain a copy for your information.

- 1. The Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA.
- 2. The Supplier:** Mondelez Europe Services GmbH – UK Branch whose address is at Cadbury House, Sanderson Road, Uxbridge, UB8 1DH.
- 3. Eligibility:** This prize promotion is open to UK (England, Wales, Scotland and Northern Ireland) residents aged 18 years or over excluding employees and their immediate families of The Promoter, The Supplier, associated agents or anyone professionally connected with the prize promotion.
- 4. Promotional Period:** The prize promotion opens at 00:00 on 16th February 2022 and closes at 23:59 on 8th March 2022. There will be 1 draw per week, and 1 Grand Prize draw from all entries received during the Promotional Period (4 draws in total).

Week 1 opens at 00:00 on 16th February 2022 and closes at 23:59 on 22nd February 2022.

Week 2 opens at 00:00 on 23rd February 2022 and closes at 23:59 on 1st March 2022.

Week 3 opens at 00:00 on 2nd March 2022 and closes at 23:59 on 8th March 2022.

- 5. Entry Instructions:** To enter, text LU or LU1 or LU2 or LU3 or LU4 or LU5 followed by a space, and your full name and postcode to 60110. Entries may only be submitted via text.

6. Please note that the promotion appears cross-media with 6 different keywords, but there is only one prize pool.
7. 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. The Promoter does not accept responsibility for entries or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control.
8. Entry will be confirmed with a 'Thank You' message response. There is no charge to the participant for this message.
9. Entry is by text only. Only one entry per person per week during the Promotional Period. For the avoidance of doubt only one unique mobile number will be accepted per person, and a person can use this mobile number to enter only once per week. Any entrant using multiple mobile numbers to enter the promotion will be disqualified and any prize entitlement will be void. A mobile number can only be used by one person and it cannot be shared within a household.
10. When you enter the Promotion, you will automatically be entered into the Grand Prize Draw. Participants that do not wish to be entered into the Grand Prize Draw can opt out by emailing LU@tescoprizes.com before the end of the Promotional Period.
11. 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 that either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple mobile phone numbers; using multiple postal addresses; 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 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.

12. Proof of purchase will not be accepted as proof of entry. No responsibility can be accepted for entries that are incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.

13. Prize Fund: There are 12 prizes per week, each consisting of £100 (Cash Prizes). 36 Cash Prizes in total. Prize money can either be provided as a cheque in the name of the winner sent to the address provided at the point of entry and claim, or to a UK bank account; delivery of prize money will be arranged within 28 working days of verification.

There is 1 Grand Prize, consisting of a 5-night trip for 2 adults (anyone 12-years old and over) and 2 children (anyone aged 11-years old or under) to Cannes, France. At least one person (the winner) must be over 18.

Grand Prize includes:

- Return economy flights to Nice, France (with two pieces of checked baggage)
- Return private transfers from the airport to the hotel
- 5 nights' accommodation at a 4* centrally located hotel in Cannes
- Breakfast in the hotel restaurant each morning
- 1x Half-day Catamaran cruise from Cannes
- £250 spending money
- Travel insurance

See point 14 for additional Grand Prize details.

Please note that all winners will be required to provide proof of full name and age, and proof of residential address, before a prize can be arranged. Business or work addresses

will not be accepted. Proof of identity and address must match the name and postcode provided in the text entry. Only official documents can be accepted as proof of identity (driving licence, identity card or passport). Council tax will not be accepted as proof of identity. Only official documents can be accepted as proof of address (council tax, valid driving licence, utility bill less than three months old or bank statement, for example). Expired proof of identity or address will not be accepted. A mobile phone bill will not be accepted as proof of address.

14. Additional Grand Prize conditions:

Prize must be booked within 12 months of acceptance. Bookings can be made for mid-week or weekend stays excluding 15th - 19th April 2022, Cannes Film Festival: 16th – 29th May 2022, Cannes Lions Festival: 19th June – 25th June 2022, 18th December 2022 until 5th January 2023 and all UK/French bank holidays (exclusion also includes any booking period that overlaps with a bank holiday), subject to flight/accommodation availability. The Promoter/Supplier and its associated agencies and companies will not be liable for any booking availability. For the avoidance of doubt, the Prize does not include travel/transportation, accommodation, food, beverages, souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions or any other costs of a personal nature (including spending money), passports/visas, any Covid-19 tests/documentation that are not explicitly set out in these Terms and Conditions and neither the Promoter, Supplier, nor any provider of any part of the Prize, will be responsible for any such costs.

- a. Prize includes flight taxes and surcharges as well as one piece of checked baggage per two people. Subject to flight availability, departure airport used will be the winner's nearest international airport that operates direct flights to Nice. Winner is responsible for any passport and any necessary visa costs.
- b. Winner and guests will be staying in a 4* hotel, sharing a family room with en-suite bathroom on a bed and breakfast basis. Prize stay also includes funds to pay tourism tax that is payable locally to the hotel upon check-out.
- c. Catamaran cruise from Cannes will last approx. 3 hours. Snorkelling equipment will be provided. The activity is a shared experience with other members of the public. Minimum numbers apply. There is a possibility of cancellation after confirmation if there are not enough passengers to meet requirements. In the event of this occurring, an alternative activity will be offered to the same value.
- d. Travel insurance is subject to normal terms of acceptance. Pre-existing medical conditions may not be covered. No age restrictions apply.
- e. Due to the current ongoing situation with travel advice in relation to COVID-19, we would advise that you look at all the information available with regards to quarantine, vaccination, and testing requirements of the destination you are travelling to, before selecting your dates. To understand the risks in a country, including the latest COVID restrictions (including for entry), follow FCDO Travel Advice. You can find information online at <https://www.gov.uk/foreign-travel-advice>. It is your responsibility to comply

with any COVID-19 checks for entering France and upon returning to the UK. No responsibility can be held should the winner and guests not have the correct travel documentation, test results, vaccine status or follow any COVID-19 regulations.

- f. If the Prize falls within school term time, the winner must provide (for each child) the Supplier with proof that their school(s) have agreed to allow them to attend the event. The children's school(s) must send a formal email or letter to the Supplier stating that they agree to allow the children to take up the prize. The letter or email must be received by the Supplier within one week of request. Failure to provide this information may result in the winner and/or guests forfeiting their prize.
- g. All elements of the prize package must be taken as part of the same trip.
- h. Specified accommodation, activities are subject to availability at the time of booking. Alternatives may be offered depending on availability.
- i. The winner must inform the Supplier of any wheelchair or any similar access needs.
- j. Any stated activities will vary depending on availability and weather conditions.
- k. The winner is responsible for the behaviour of themselves and their guests whilst taking the Prize. The Supplier reserves the right in its absolute discretion to exclude the winner and/or their guests from participation in any aspect of the Prize if any party fails to comply with the directions of the Supplier or any companies associated with the Prize or if the winner and/or their guests act in a manner that is dangerous to themselves or to the public or is, in the opinion of the Supplier, anti-social in any manner or which causes a disturbance or nuisance to others. Failure to comply with these Terms and Conditions may result in refused entry, or the ticket holders being required to leave the event/venue.
- l. You and your guests must abide by any relevant terms and conditions which form part of the Prize. Whilst at the accommodation/activity, you must not: be drunk, intoxicated, under the influence of drugs, be abusive, threatening, make or incite racial abuse, chant, use offensive language, make obscene gestures, throw items, behave anti-socially, carry laser pens, carry offensive weapons or illegal substances, carry candles, climb any structure, make excessive noise, offer any item for sale, damage the venue or smoke. Failure to comply with these Terms and Conditions may result in refused entry.
- m. Prizes subject to any applicable COVID-19 rules, regulations or guidance.

15. A household can win a maximum total of 1 Cash Prize and the Grand Prize.

16. COVID-19: The Promoter/Supplier shall not be liable in any way for its inability to meet these timeframes in the event of any national or local lockdowns, or any circumstances resulting from COVID-19, which affect the prize delivery supply chain. Should COVID-19 affect the ability to meet these deadlines, the Promoter/Supplier will fulfil its obligations as soon as it is reasonably possible.

17. Winner Selection: The weekly winners will be drawn within 7 days of the weekly draw closing date. The Grand Prize draw winner will be drawn within 14 days of the end of the

Promotional Period.

18. Winner Notification: The weekly winners will be notified by text within 7 days of the respective weekly draw's closing date. It is the responsibility of the participant to ensure that they respond to the winner notification, either by calling the Freephone number or emailing the address provided at the point of notification, and that they provide proof of identity, age and address as set out in Point 13. Winners who do not respond within the initial 7 days, will be texted again or phoned 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 Grand Prize winner will be notified by text within 14 days of the end of the Promotional Period. It is the responsibility of the participant to ensure that they respond to the winner notification, by emailing the address provided at the point of notification, and that they provide their contact details and proof of identity, age and address as set out in Point 12. Winners who do not respond within the initial 7 days, will be phoned or 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 winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

19. General: The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.

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

21. The prize must be accepted as offered by the named winners. There is no alternative prize, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.

22. The Supplier reserves the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary.

- 23.** We reserve the right to verify winners and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.
- 24.** 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 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.
- 25.** 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 a 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.
- 26.** The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, winner notifications or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies.
- 27.** The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this 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. Such circumstances include, but are not limited to: industrial action, public health emergency, civil unrest, malware incident, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action / order or any other event that is beyond the control of the Promoter. The Supplier bears sole responsibility for supply of the prize and Tesco cannot be held responsible for any claims relating to the prizes.

- 28.** The application and interpretation of these terms and conditions shall be governed by the law of England and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.
- 29.** Your data will be passed onto a third-party fulfilment service provider for the purposes of administering the prize and with Dunnhumby Limited for quantitative research purposes only. The surname and county of the winners will be made available to anyone who requests them by emailing LU@tescoprizes.com within 1 month of the closing date. Participants may request their name and county is not published in the event they win by emailing LU@tescoprizes.com before the closing date. Your details will not be passed onto any third party for any other purpose without prior consent. This data will be kept secure and in accordance with the requirements of the Data Protection Act. Entrants' personal data will be used and held in accordance with the Promoter's Privacy Policy <https://www.tesco.com/help/privacy-and-cookies/privacy-centre/privacy-policy-information/privacy-policy/>.