



Tesco Xmas Disneyland Paris Text to Win Terms and Conditions ("Promotion")

These Terms and Conditions govern the relationship between you, the entrant (“**you**”, “**your(s)**”, “**entrant(s)**”), the Promoter and the Administrator (both defined below) in relation to the Promotion and shall 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 these Terms and Conditions and by participating all entrants will be deemed to have accepted and be bound by these 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 Administrator:** Prizeology Limited, 820 The Crescent, Colchester Business Park, Colchester C04 9YO. The Administrator is responsible for administering the text-to-win element of the Promotion and for conducting the prize draw.
- 3. The Supplier:** The Walt Disney Company UK, 3 Queen Caroline St, Hammersmith, London, W6 9PE.
- 4.** The Promoter, the Administrator and the Supplier, together referred to as the “**Promotion Entities**”.
- 5. Qualifying Products:** any Disney, Marvel or Star Wars-branded item purchased in a Tesco store.
- 6. Eligibility:**
 - a. This Promotion is open to UK (England, Wales, Scotland and Northern Ireland) residents aged 18 years or over who: (a) have purchased Qualifying Products; (b) have a mobile phone with text capabilities and can send messages to short code numbers; and (c) internet access (to upload a receipt and to receive any digital

prizes). The Promotion Entities will not be liable for any internet or mobile connection, or other charges incurred in entering the promotion.

b. The following are not eligible to enter this Promotion: employees and their immediate families of the Promotion Entities, associated agents or anyone professionally connected with the Promotion, including without limitation, advertising agencies, PR, prize suppliers and legal advisors. In these Terms and Conditions, "immediate family" includes mother, father, brothers, sisters, sons, daughters, partner or spouse members of such employees or of anyone with whom such employees are domiciled.

7. Promotional Period: This Promotion opens at 00:00 on **3rd December 2023** and closes at 23:59 on **31st December 2023**. Entries received outside the Promotional Period shall not be valid for entry into this Promotion.

8. Entry Instructions: During the Promotional Period:

- a. Purchase a qualifying product in a Tesco store or online at Tesco.com during the Promotional Period;
- b. Text **DISNEY or DISNEY1 or DISNEY2 or DISNEY3 or DISNEY4** followed by a space, and your full name and postcode to 60110 by 23:59 on **31st December 2023**; and
- c. Click on the link provided in the returned text message to upload a photo of your receipt to complete your entry during the Promotional Period. Only one photo can be accepted in a receipt upload. Please retain receipt.

("Entr(y)(ies)").

9. By entering this Promotion you agree that such Entry (excluding personal information) is deemed to be non-confidential and non-proprietary, and we shall have no obligation of any kind with respect to such Entries. Entries will not be returned.

10. Please note that this Promotion appears cross-media with 5 different keywords, but there is only one prize pool.

11. 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. 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.

- 12.** Entry is by text only, but internet access is required for receipt upload. Standard rates and charges of your internet service, or mobile network provider will apply.
- 13.** Entry will be confirmed with a 'Thank You' response on the page upon uploading your receipt. There is no charge to the entrant for this message.
- 14.** Entry is by text only. Only one entry per person during the Promotional Period (1 text & receipt = 1 entry).
- 15.** 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. A mobile phone number can only be used by one person, and it cannot be shared within a household. A receipt can only be used once per household. A receipt cannot be shared amongst entrants. Any use by entrants of identities other than their own and/or any entrant(s) using multiple mobile numbers and/or any other methods and/or sharing receipts to enter this Promotion will be disqualified and any prize void. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an entrant or household has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
- 16.** 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 an entrant 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 entrant's or a household's entries or otherwise acting in violation of these terms, these entrants and their household will be disqualified, and any prize entitlement will be void.

17. Proof of purchase will not be accepted as proof of entry and illegible, incorrect and/or incomplete Entries will not be accepted or eligible to win prize. No responsibility can be accepted for Entries that are illegible, incorrect, incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.

18. The Promotion Entities also reserve the right in our sole and reasonable discretion to disqualify any entrant who: (a) we have reason to believe has breached any of these Terms and Conditions; and/or (b) corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion; and/or (c) engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. We also reserve our legal rights to recover damages or other compensation from such an offender.

19. Prize:

a. There is 1 prize consisting of a two (2)-night trip to Disneyland Paris for winner and three (3) guests. Trip includes:

- return transport to Disneyland Paris, travelling either by Eurostar in Standard class to Paris Gare du Nord from London St Pancras) OR an economy class return flight including one checked bag per person from a selected UK regional airport to Paris Charles de Gaulle ;
- return private transfers between the Charles de Gaulle airport or Gare du Nord and Disneyland Paris;
- two (2) nights' accommodation at a Disneyland Paris hotel (pre-selected by the Supplier) sharing one (1) standard room by the winner and three accompanying guests, including continental breakfast;
- three (3)-Day Park Hopper ticket per person valid for entry into the Disneyland Park and Walt Disney Studios Park;
- half board premium meal vouchers to cover lunch and dinner for the duration of the three (3) day trip.

b. The prize is for the winner and up to three (3) guests of the winner's choosing. At least one adult in the group must be the parent/legal guardian of any guests under 18.

c. Items not included which are the responsibility of the winner and accompanying guests include: UK transfers, alcoholic beverages, telephone charges, room service,

laundry service, excursions, tips, souvenirs, and all other costs not otherwise mentioned herein. Travel insurance is not included. It is the winner's and their guests' responsibility to take out before travelling adequate insurance suitable for their needs for the entire duration of the prize. The Promotion Entities shall not be liable for any costs or losses through the winner's failure to take out adequate insurance cover.

d. The prize must be taken between 3rd March 2024 and 30th September 2024, subject to availability. The booking form must be received back a minimum of 60 days before the travel dates.

e. The winner and all of their guests must travel at the same time on the same routing.

f. The winner and guests are responsible for their own passports, visa requirements and any other documentation or any other requirements (including but not limited to Covid -19 testing) that may be imposed by the authorities from time to time. It is the winner and their guests' responsibility to comply with the applicable laws and follow the Foreign Commonwealth and Development Office's travel advice in respect of Covid-19 which can be found at <https://www.gov.uk/guidance/travel-advice-novel-coronavirus>.

g. Age and height restrictions may apply to some attractions. Parks, attractions and/or entertainment may change operating hours or be closed due to refurbishing, capacity, weather or special events and may otherwise change or be discontinued without any notice and without liability to the Supplier.

h. The prize and all elements within may not be sold, traded, transferred, rescheduled to dates not within the fulfilment period set forth above, or refunded.

i. The Supplier reserves the right to substitute elements of the prize at any time or postpone the trip, including but not limited to due to closure of Disneyland Paris or any unavoidable and extraordinary circumstances.

j. There is no alternative prize and the Prize cannot be exchanged for cash or an alternative prize.

k. If the winner elects to partake in any or all portions of his/her prize with fewer than three (3) guests, the prize will be awarded to the winner and any participating guest and any remainder of the prize will be forfeited and shall not be subject to further or alternative compensation.

l. Enhanced health and safety measures will be/are in place at Disneyland Paris to promote cleanliness, physical distancing and reduced contact. Some experiences, shows or events may not be available or may be modified depending on the evolution of the safety and sanitary measures and recommendations from public authorities or other reasons, including but not limited to adverse weather conditions, refurbishment or maintenance. Some hotels may be closed during some or all arrival period. Details available at DisneylandParis.com.

m. The Supplier, its parent, related, affiliated, and subsidiary companies and their respective officers, directors agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or in any way related to the prize, the receipt, use and/or enjoyment of the prize and/or the Promotion.

n. By winning the prize, winner and their guests agree that they will be subject to Disneyland Paris Booking Terms and Conditions save for the sections relating to the fees of booking. Full Terms and Conditions can be found [here](#).

20. The prize must be accepted as offered and redeemed by the named winner only.

There is no cash or alternative prize, in whole or part (save where the Promoter in its sole discretion deems it reasonably necessary to provide an alternative prize). Prize is non-transferable and non-refundable. Sale of the prize for profit is prohibited and may constitute fraud. The prize cannot be combined with any other offer, promotion, voucher or discount.

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

22. The Supplier is responsible for sourcing and supplying the prize for the Promotion.

23. The Promotion Entities reserve the right to verify the winner and ask for proof of purchase, identity, age and address and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these Terms and Conditions.

24. The Prize is subject to the terms and conditions of the Supplier.

25. The winner will be solely responsible for paying any taxes in connection with the prize and all other expenses not specifically detailed above.

26. Winner Selection: The winner will be drawn using a random number generator within 14 days of the closing date.

27. Winner Notification: Winner will be notified by text within 14 days of the closing date. It is the responsibility of the entrant 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. If the winner does not respond within the initial 7 days, 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 Promotion Entities cannot be held responsible

for winner failing to supply accurate information which affects prize acceptance or delivery of their prize.

- 28. General:** The entry instructions form part of these Terms and Conditions. By entering, you agree to accept and be bound by these Terms and Conditions.
- 29.** The Promoter's decision is final and binding. No correspondence will be entered into.
- 30.** The Administrator 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 this 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.
- 31.** Entry into this Promotion is voluntary and at the entrant's sole decision and risk.
- 32.** Subject to clause 33 below, the Promotion Entities will not in any circumstances be responsible or liable to the winner or any third party, or accept any liability for:
 - a. any disappointment, loss, damage, personal injury or death occurring as a result of entry to this Promotion; and/or
 - b. any loss, damage, personal injury or death occurring as a result of acceptance and/or use of the prize.
- 33.** Nothing in these Terms shall limit or exclude the Promotion Entities' liability for:
 - a. death or personal injury caused by negligence; and/or
 - b. fraud or fraudulent misrepresentation; and/or
 - c. any liability which may not be legally limited under applicable law.
- 34.** The Promotion Entities accept no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, receipt upload, winner notification or prize. The Promotion Entities 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 Promotion Entities.
- 35.** 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 and in the event of an early cancellation or termination of this Promotion, the Promoter will select a winner from all valid and eligible Entries received prior to any such early cancellation or termination. Such circumstances include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Promoter.

- 36.** 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.
- 37.** The Administrator will be operating and administering this Promotion, including without limitation, collecting and confirming Entries; contacting winner. The Administrator will share your personal information with the Promoter, the Supplier and prize suppliers for the purposes of administering the prize. The surname and county of the winner will be made available to anyone who requests them by emailing Disney@tescoprizes.com within 1 month of the closing date. Entrants may request their surname and county is not published in the event they win by emailing Disney@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/>, the Administrator's Privacy Policy <https://www.prizeology.com/privacy-policy/#:~:text=Any%20personal%20data%20we%20collect,services%20and%20generate%20new%20business.> and Supplier's Privacy Policy <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/privacy-notice/>.

Abridged terms

Opens 00:00 03/12/23. Closes 11:59pm 31/12/23. UK 18+ only. 1 winner randomly drawn wins a 2-night trip to Disneyland Paris for winner & 3 guests (1 adult must be the parent/legal guardian of any guests under 18), with return economy train travel from London to Paris OR flights from a selected UK airport to Paris; return transfers between Paris – Disneyland Paris; stay at a Disneyland Paris hotel sharing a

standard room with breakfast; 3-day 2-Park ticket per person; half board premium meal vouchers to cover lunch & dinner for the duration of the trip. Excludes all other expenses. Must be taken between 03/03/24 – 30/09/24, subject to availability, with booking form received min. 60 days before travel dates. 1 entry per person. Standard rate text charges apply. Texts may fall outside any text inclusive packages. Check with your network provider. Full terms and conditions at <https://tesco.com/tesco-competitions/>. Promoter: Tesco Stores Ltd. Supplier: The Walt Disney Company UK. Administrator: Prizeology Limited.

Abridged abridged (where insufficient space for full abridged version)

Opens 00:00 3/12/23. Closes 11:59pm 31/12/23. UK 18+. 1 winner randomly drawn wins a 2-night trip to Disneyland Paris for 4, with return economy train travel from London-Paris OR flights from a UK airport-Paris, with Park transfers; 3-day Park tickets; meal vouchers for duration of trip. Take between 03/03/24-30/09/24, subject to availability. 1 entry per person. Standard rate text charges apply. Texts may fall outside any text inclusive packages. Check with your network provider. Full terms and conditions at <https://tesco.com/tesco-competitions/>. Promoter: Tesco Stores Ltd. Supplier: The Walt Disney Company UK. Administrator: Prizeology Limited.