Full Terms & 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 10:00 on Tuesday 8th February 2022 and closes at 23:59 on Tuesday 8th February 2022.

4. Internet access and an Instagram account are required for entry. An Instagram account can be opened at Instagram.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. Respond to the promotional post at www.instagram.com/tescofood/:
      i. Tag someone you want to share the love with this Valentine's Day
      ii. Positively explain why you want to share the love with this person
      iii. Include #ShareTheLoveThisValentines.

   b. Entries that do not include all three elements of the entry requirement, will not be included in the draw.

   c. Only 1 entry per person. If you enter more than once your first entry will be accepted and all others will be disqualified. For the avoidance of doubt, a participant can enter once and can only use one Instagram account to enter.

d. Entries on Instagram stories are not eligible for entry. Entries posted anywhere other than under the promotional post Instagram 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, Facebook or Instagram 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.

7. Winner Selection:

a. There are 14 winners in total. All entries received on Instagram during the Promotional Period will be placed into a random prize draw conducted by an independent third-party on Wednesday 9th February 2022. The 14 winners will be the first entries randomly selected that meet the entry criteria.

8. Prize Fund:

a. There are 14 prizes in total. Each winner randomly drawn will win 1x Tesco Finest Rose & Lily bouquet delivered to their home address.

b. Winners will not be able to select their own bouquet or choose an alternative bouquet. There is no cash alternative to the prize stated and prize must be accepted by the named winners. Prize cannot be transferred to anyone else.

c. 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. Winners will be contacted via a Direct Message on Instagram by @TescoFood on Wednesday 9th February 2022, notified of their win and will be required to provide their postal address for prize delivery. If an Instagram winner does not follow @TescoFood, they may receive a follow request from @TescoFood to their Instagram account. A Direct Message will then be sent. Please check your Direct Message inbox. If a winner does not respond within the initial 1 day of notification, they will be contacted again via a direct message and given a further 1 day to respond. If contact cannot be made, or the prize is not claimed, within 2 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 Instagram account that we notify will be accepted.

10 Prize Delivery

a. The prize bouquet will be delivered on 14th February 2022, subject to delivery availability.

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

c. Whilst the Promoter will take all reasonable steps to ensure that its obligations relating to meeting specific timeframes for winner notification/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.

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.

13. Winners may be asked to take part in reasonable publicity relating to this prize draw without payment. Such publicity may include, without limitation, publishing the winners' name and social media handle on Instagram, 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.

14. As part of the promotion, we collect the following personal data: username, for entrants, and also name, address and county for the winners for the purpose of providing a winner list as indicated in clause 15, and delivering the prizes. 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/

15. The surname and county of the winners will be made available to anyone who requests it by emailing TescoComp@bbh.co.uk by 8th March 2022. 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 winners 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 Instagram. You understand that you are providing your information to the Promoter and not to Instagram. All entries are also subject to Instagram's terms of use https://help.instagram.com/581066165581870.

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 prizes. 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.