

## Tesco Mobile Super Subs

### 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 and 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 these terms and conditions. Please retain a copy of these terms and conditions for your information.

**1. Promoter:** Tesco Mobile Limited (company number 04780736) whose registered office address is at Shire Park, Welwyn Garden City, United Kingdom, AL7 1GA.

#### **2. Eligibility:**

2.1 The prize promotion is open to 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 employees or directors of the Promoter, their immediate families (spouse, parent, child, sibling, grandparent and/or step family) or anyone else professionally connected with this promotion.

#### **3. Promotional Period:**

3.1 The prize promotion opens and closes at the date and time specified in the relevant Instagram post (the "**Promotion Period**").

#### **4. How to enter:**

4.1 No purchase is necessary to enter this prize promotion. However, internet access and an Instagram account are required for entry. An Instagram account can be opened at [www.instagram.com](http://www.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 participant to enter the Promotion. The Promoter will not be liable for any internet or mobile connection or other charges incurred in entering the Promotion.

4.2 In order to enter the prize promotion you will need to respond to the unique social media content post by tagging the person you would like to nominate to receive the prize. You can only tag one person and you will receive one entry into the prize promotion. The winner will be selected at random.

4.3 Only 1 entry per person, per comment. If you enter more than once your entry will be disqualified.

4.4 Any entries that the Promoter considers (in its absolute discretion) to:

- be in breach of government COVID-19 guidelines/restrictions;
- be defamatory, malicious, indecent, vulgar, offensive or inappropriate including sexist or racist language or imagery;
- be political, dangerous, illegal or fraudulent;
- condone or encourage animal cruelty, violence or anti-social behaviour;
- include the names, likenesses, photographs or similar of any individual without their express permission and/or infringes on the rights or copyright of others;
- cause offence on the ground of religion, gender, sexual orientation, nudity, disability or age;
- refer to any brand other than the Promoter;
- damage the brand of the Promoter; or
- represent a danger, health and safety fear or distress, will be immediately disqualified.

## **5. Winner Selection:**

5.1 All entries received during the Promotional Period will be placed into a random prize draw and will be chosen by the Promoter. The winner of the prize promotion will be the first entry randomly selected that meets the entry criteria set out above.

## **6. The Prize:**

6.1 There will be one winner who will win the prize as set out in the unique social media content post.

6.2 There is no cash alternative to the prize and the prize must be accepted by the named winner. The Prize cannot be transferred to anyone else and is non-negotiable.

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

## **7. Winner Notification:**

7.1 The relevant influencer will notify the winner by tagging the winner and the person who nominated them on the unique social media content post. This will happen within 72 hours of their selection.

7.2 The winner will then need to contact the relevant influencer via a direct message to their Instagram account in order to claim the prize.

7.3 If a winner does not contact the relevant influencer via a direct message to their Instagram account within 5 days of being notified, the Promoter reserves the right to select another winner by the same process. Only a reply via direct message from the same Instagram account that the Promoter notifies will be accepted.

## **8. Prize Delivery:**

8.1 The prizes will be sent to the winner by post to the address provided by the winner within 30 days of the date on which the winner provides their address. The warranty information in relation to a prize will be sent to the winner by email to the address provided by the winner.

8.2 It is the responsibility of the winner 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 a winner failing to supply accurate information which affects prize acceptance or receipt of the prize.

8.3 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 as a result of Covid-19. 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.

## **9. Personal Data:**

9.1 The personal information (Instagram handle, name, address, email address and telephone number) you provide will be used by the Promoter for the purpose of conducting this promotion. The Promoter may disclose your personal information to its contractors and agents to assist in conducting this promotion or communicating with you. The Promoter will use your personal information in accordance with its Privacy Notice available at [www.tescomobile.com/privacypolicy](http://www.tescomobile.com/privacypolicy). You can request a copy of the personal information the Promoter holds about you in accordance with the Privacy Notice.

## **10. General:**

10.1 If for any reason any aspect of this promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries (this includes, without limitation, by reason of infection by computer virus,

network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion).

10.2 This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or any other brands.

10.3 You are providing your information to the Promoter and not to Instagram. The information you provide will only be used for the purpose of facilitating the promotion unless you have agreed to its use for any other purpose. All entries will be subject to Instagram's terms of use which can be found at: <https://www.facebook.com/help/instagram/termsfuse>.

10.4 If a winning entry is deemed not to comply with the conditions of entry above, the entry will be discarded and a new winner of the prize will be determined by the Promoter.

10.5 Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of `script`, `brute force`, masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's entries into the draw in a way that is not consistent with the spirit of the promotion, that participant's entries will be disqualified and any prize award will be void.

10.6 The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details (which the participant must provide within 14 days) and to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and

disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of the entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means. The Promoter will be the final arbiter in any decisions, and these will be binding and no correspondence will be entered into in relation this clause.

10.7 The Promoter accepts no responsibility for entries or claims that are late, delayed, incomplete, incorrectly submitted, corrupted or misdirected for any reason.

10.8 The Promoter is not responsible for incomplete or illegible entries or entries not successfully completed due to input error or a technical fault or interruption (for example a technical malfunction, computer hardware or software failure, satellite, network or server failure) of any kind.

10.9 In all aspects of this promotion, the Promoter's decision is final and no correspondence will be entered into regarding the selection of a winner.

10.10 As a condition of accepting the prize, a winner may be required, at the Promoter's request, to participate in any reasonable promotional activity (such as publicity and photography) surrounding the winning of the prizes, free of charge, and they consent to the Promoter using their names and images in promotional material, including that with third parties.

10.11 The name and county of the winner may be obtained by contacting Tesco Mobile via Instagram within 2 months after the Promotion Period.

10.12 The Promoter will not in any circumstances be responsible for or liable to compensate winner or any other person 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: (1) caused by the Promoter's negligence or fraud or fraudulent misrepresentation; and (2) in the case of loss or damage other than personal injury or death, foreseeable. Loss or damage

is foreseeable if either it is obvious that it will happen or if, at the time of your entry, both you and the Promoter knew it might happen.

10.13 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.