

## **Geberit | Christmas Giveaway | 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. By submitting an entry into this Christmas Giveaway (the “Promotion”), entrants agree to be bound by these terms and conditions and any conditions set by the Promoter (Geberit, Geberit House, Edgehill Dr, Warwick CV34 6NH.). By entering, your details will be communicated to the Promoter’s agency (WAA Chosen Ltd) in relation to this Promotion. Please retain a copy for your information.

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Geberit, is giving away a prize every weekday between Tuesday 7<sup>th</sup> December and Wednesday 22<sup>nd</sup> December. Prizes are listed in more detail below under ‘Prizes’.

### **Eligibility:**

1. Only residents in Great Britain aged 18 or over are eligible to enter.
2. Employees of the Promoter or any business involved or associated with this Promotion, any of the Promoter’s agencies and any of their parent and/or affiliate companies as well as the immediate family (spouse, parents and siblings) and household members of each such employee are not eligible to participate. The Promoter reserves the right to verify eligibility of all entrants.
3. The Promotion (“Christmas Giveaway”) will be promoted across Geberit’s Facebook and Instagram channels from Tuesday 7<sup>th</sup> December 2021 – Wednesday 22<sup>nd</sup> December (the Entry Period).

### **Entry Instructions:**

4. To enter, participants must like the promotion post, tag friends/family in the comments section.
5. For an additional entry, participants can share the post to their Instagram story feed and tag @geberituk.
6. Entries will be accepted until 11:59 on the same day the promotional post is live. At this time the competition (the Entry Period) will close and a winner will be selected. See ‘Winners Section’ for more.

### **Winners Selection:**

7. One winner will be selected at random from the entrants.
8. The winner will be contacted directly via their preferred entry method (Facebook OR Instagram). The promoter will then provide further details regarding redemption of the winner’s prize.

**Prize:**

9. The prize list is as follows:
  - Tuesday 7<sup>th</sup> December : Modern table centerpiece from Bloom and Wild
  - Wednesday 8<sup>th</sup> December : Christmas crackers from Nancy & Betty
  - Thursday 9<sup>th</sup> December : Christmas bedding set, throw and cushion from Habitat
  - Friday 10<sup>th</sup> December : Food and drink hamper from Regency
  - Monday 13<sup>th</sup> December : Resourceful Living book from Lisa Dawson
  - Tuesday 14<sup>th</sup> December : Christmas candle from Neom
  - Wednesday 15<sup>th</sup> December : Nutcracker biscuit selection from Biscuiteers
  - Thursday 16<sup>th</sup> December : Floral arrangement from The White Company
  - Friday 17<sup>th</sup> December : 12-month Livingetc subscription
  - Monday 20<sup>th</sup> December: Snake plant from The Glasshouse Company
  - Tuesday 21<sup>st</sup> December : Shea Winter Walk Collection gift from L'OCCITANE
  - Wednesday 22<sup>nd</sup> December : Mad About The House Planner from Kate Watson-Smyth
10. The winner will have two weeks, after being notified, to respond to the promoter and claim their prize. If a winner fails to respond after two weeks they will forfeit their prize and a new winner will be chosen in their place.
11. The Promoter reserves the right at its absolute discretion to substitute a similar prize of equivalent or greater value or to amend the prize if necessary to do so.
12. If a prize is declined, or a winner cannot take up a prize, the Promoter will not be responsible for any inability of a winner to take up the specified prize.
13. The prize is non-transferable, non-refundable and no cash alternative will be given. The Promoter reserves the right to reclaim the prize if it is transferred.
14. All taxes (including without limitation national & local taxes) in connection with any prize and the reporting consequence thereof are the sole responsibility of the winner.

**General:**

15. The Promoter reserves the right to disqualify any individual it finds to be interfering with the integrity or fairness of the Promotion; or tampering with the operation of the event; to be acting in violation of the rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
16. The Promoter is not responsible for any lost, late, incomplete, invalid or misdirected entries, or any entries not received for any reason, which will be disqualified. No responsibility can be accepted for any technical failures of any kind or any unauthorised intervention in any part of the entry process, or for any technical or human error which may occur in the administration of the Promotion or the processing of entries. No entries submitted via any other means will be accepted.
17. The Promoter accepts no responsibility in the event that it is unable to contact the winner for any reason or details of the prize fail to be delivered due to an incorrect or incomplete address or contact details having been provided by the winner.
18. In the event of any dispute regarding the Promotion, the decision of the Promoter is final, and no correspondence or discussion shall be entered into.

19. The Promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant's conduct or intention is contrary to the spirit of these terms and conditions or does not follow the rules of the Promotion.
20. The Promoter will take all reasonable steps to avoid causing undue disappointment to participants but reserves the right to cancel or amend the Promotion or these terms and conditions at any stage if circumstances arise that are beyond its control.
21. The Promoter reserves the right to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of these terms and conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person deliberately to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law and, should such an attempt be made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision.

The surname and county of the winner will be available for one month after the prize draw closing date by sending a stamped self addressed envelope to Geberit, Home Consultation Competition, Geberit House, Edgehill Dr, Warwick CV34 6NH.

**Data Protection:**

22. For the purpose of the Data Protection Act 2018 and the General Data Protection Regulation (the Data Protection Legislation), the data controller in respect of any personal data which may be collected from the entrant (or "you" under this section) as a result of your participation in the Promotion is Geberit. The data processor, who will process personal data on behalf of the data controller, is WAA Chosen Limited.
23. By entering this Promotion, you hereby warrant that all information submitted by you is true, current and complete.
24. Any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party.
25. The Promoter is required to comply with the provisions of the Data Protection Legislation in relation to the processing of any personal information obtained from you, including when you take part in this Promotion.
26. In the event that you are a winner, by entering this promotion, and in the event you are a winner, you will be required to provide your contact number and full postal address in order for Geberit to fulfill your prize. Your personal information will be processed by the Promoter in performing the contract you have entered into with the Promoter by entering the Promotion.
27. Any personal information collected may be shared with WAA Chosen Limited in order that they may administer the promotion, arrange prizes and discuss any specific requirements with the winner/s on behalf of the Promoter. The Promoter will not pass your personal information outside of the EEA or to any other external organisation without your prior permission.

28. Your personal information will be retained for 4 months from the closing date to enable the Promoter to complete administration of the promotion and to comply with its obligations under the Advertising Standards Authority CAP Code.
29. You have the right to object to processing of personal information and to have inaccurate personal data rectified, blocked, erased or destroyed. If you have a concern about the way the Promoter is collecting or using your personal data, please raise your concern with the Information Commissioner's Office at <https://ico.org.uk/concerns/>.

**Limitations of Liability:**

30. Except where prohibited, participants agree that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event legal fees; and (2) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages otherwise increased.
31. To the extent permitted by law, the Promoter is not liable for any injury or damage to persons or property which may be caused, directly or indirectly, from any participant's participation in the Promotion or from any prize.
32. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to the non-exclusive jurisdiction of the English courts.

**The Promoter:**

33. The Promoter is Geberit, Geberit House, Edgehill Dr, Warwick CV34 6NH.

**ENDS**