<u>Terms & Conditions for Mulberry "Tree Coin Pouch" GWP promotion</u> (the "Promotion")

By receiving the Gift with Purchase ("GWP") you, the customer, agree to be bound by these terms and conditions (these "**Terms and Conditions**"). Promotional materials relating to the GWP, including all information on how to receive the GWP, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence.

- The promoter of this Promotion is Mulberry Company (Sales) Limited of The Rookery, Chilcompton, Bath, Somerset BA3 4EH ("**Mulberry**").
- The Promotion begins 09:00 GMT Wednesday 12th October 2016 and closes when all stock of the GWP has gone ("the Promotion Period").
- The first 100 customers who purchase any off price Mulberry product or products totalling more than £495 in one transaction ("Eligible Purchase") in the Mulberry Bicester store during the Promotion Period will be eligible to receive a free GWP Tree Coin Pouch worth £100.00 ("Tree Coin Pouch"). Only available whilst stocks last.
- The GWP item is not transferrable and there is no cash or other product alternative. The GWP items are not for resale.
- The receipt for the purchased item(s) will record the GWP. In the event that the purchased item or any of the purchased items are returned in accordance with Mulberry's returns policy, the GWP must also be returned. If it is not returned, Mulberry reserves the right to deduct the full retail price of the GWP from any refund or exchange value given.
- In the event that, for reasons beyond Mulberry's reasonable control and not related to the customer, Mulberry is unable to provide a Tree Coin Pouch as described in these Terms and Conditions, Mulberry reserves the right to award an alternative GWP of a similar nature and value, or at its sole discretion, the cash value of the GWP.
- This Promotion is open to customers over the age of 18 years old, except for employees of Mulberry or any of its group companies, employees of participating or associated companies and promotions agencies, anyone otherwise connected with the operation or fulfilment of the Promotion, and the families and household members of all of the above. Mulberry reserves the right to require customers to prove that they are eligible to participate in the Promotion. If a customer is found to be ineligible, Mulberry reserves the right to reject the claim and/or to require the return of any GWP already provided.
- Mulberry may collect and process participants' personal information, which may be shared with Mulberry's agents and affiliates (including those outside the European necessary in order to Economic Area) to the extent conduct the Promotion. Participants' names and other personal details from their participation in the Promotion will be collected and stored by Mulberry and its affiliates (including those outside the European Economic Area) and held in accordance with the applicable privacy policy in from time place to time (see

<u>http://www.mulberry.com/privacy-policy</u> for details) and used for the purpose of informing you of marketing and product information.

- Mulberry reserves the right to modify, cancel, terminate or suspend the Promotion in whole or in part, at its sole discretion, if it believes the Promotion is not capable of being conducted as specified within these Terms and Conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of Mulberry that could corrupt or affect the administration, security, impartiality or normal course of the Promotion. Neither Mulberry nor any of its subsidiary or affiliated companies are responsible for any condition, circumstances, losses, failures or delays caused by events beyond its or their reasonable control.
- Mulberry will not be responsible for any damage, loss or injury resulting from customers' participation in the Promotion or their acceptance and/or use of their GWP, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit their ability to participate in the Promotion. Nothing in these Terms and Conditions shall in any way limit Mulberry's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.
- Entry to this Promotion and these Terms and Conditions are governed by the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales shall apply.
- Mulberry's Instagram page: <u>http://instagram.com/mulberry_editor</u>