

Terms and Conditions of the Kildare Village “Unwrap Happy” Christmas Video Facebook Competition

NO PURCHASE NECESSARY.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY WHICH GOVERN ALL ASPECTS OF PARTICIPATION IN THE DRAW AND THE AWARD OF THE PRIZE. BY ENTERING THE DRAW ENTRANTS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Introduction

By entering into this Kildare Village Christmas Facebook Competition (the “**Draw**”), in accordance with these Terms and Conditions, you will be in with a chance to win a €50.00 (fifty euro) Kildare Village gift card.

The producer of the Draw is Kildare Retail Services Limited of 1b Nurney Road, Kildare, County Kildare, company number 403960 (the “**Producer**”).

2. Timing

Entries will be accepted from 09.00 Greenwich Mean Time (“**GMT**”) on 22 November 2016 until 23.59 GMT on 27 November 2016 (the “**Draw Entry Period**”) and no entries will be accepted beyond the expiration of the Draw Entry Period.

3. Eligibility

The Draw is open to all entrants who are over the age of 18 (eighteen) at the time of entry and who enter the Draw in accordance with these Terms and Conditions and in particular with paragraph 4 below (“**Entrants**”, individually an “**Entrant**”). When contacted, Entrants may be required to provide proof of age. Entries are not permitted from employees of the Producer, including employees of their parent, subsidiaries and affiliate companies.

By entering this Draw, Entrants expressly agree to the following;

1. that the Draw is in no way sponsored, endorsed or administered by, or associated with Facebook;
2. to be bound by these Terms and Conditions; and
3. that the Producer can use the information supplied to contact an Entrant to the extent reasonably required in connection with the Draw.

The Producer reserves the right to disqualify any person tampering with the entry process of the Draw or the operation of the Draw. The Producer’s decisions are final and binding regarding all matters related to the Draw. Failure to adhere to these Terms and Conditions will result in immediate disqualification from the Draw. These Terms and Conditions are subject to all applicable laws and regulations in Ireland.

4. How to Enter the Draw

In order to enter the Draw, Entrants must:

1. like Kildare Village on Facebook at www.Facebook.com/KildareVillage;

2. view the Kildare Village “Unwrap Happy” Christmas video (the “**Video**”) which is posted on the Kildare Village Facebook page with details of this Draw (the “**Post**”); and
3. follow the instructions in the Post by leaving a comment with the correct answer to the following question; “what colour is the reindeer’s jumper in the video?”.

By liking the Kildare Village Facebook page and by commenting under the Post with the correct answer to the question in the manner stated above, you will be deemed to have entered the Draw, subject to the other terms and conditions hereinafter set out.

By entering this Draw, Entrants hereby agree to indemnify, defend and hold harmless the Producer from and against any and all losses, damages, liabilities, reasonable legal fees, court costs and expenses resulting or arising from any third party claims, actions, proceedings, investigations or litigation to the extent that they relate to or arise from any breach by an Entrant of these Terms and Conditions or from any negligence, intentional misconduct or omission of an Entrant except to the extent that the losses are determined to have resulted from the negligence, intentional misconduct, omission or breach of statutory duty of the Producer.

In the event of a dispute as to any registration, the authorised account holder of the Facebook account which is used for the purposes of entering the Entrant into the Draw will be deemed to be the registrant or player (the “**Authorised Account Holder**”). Entrants may be required by the Producer to show proof of being the Authorised Account Holder. No responsibility will be accepted for entries that are lost, late, misdirected, incorrect, invalid, unintelligible or incompletely received, for any reason, including, but not limited to, by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at the Producer’s servers or elsewhere.

5. Verification of Winner

On 30 November 2016, 1 (one) winning Entrant (the “**Winner**”) will be picked at random by a member of the Producer’s staff from those Entrants who validly enter the Draw in accordance with paragraph 4 above. The Producer will notify the Winner that they have won the Prize by sending a private message to the Authorised Account Holder’s Facebook account within 2 (two) days of being chosen as the Winner.

6. Prize

The Winner shall be entitled to receive the prize of a Kildare Village Gift Card worth €50.00 (fifty euro) (the “**Prize**”).

Entrants should note that the Kildare Village Gift Card is subject to its own terms and conditions including that it must be used within twelve (12) months of issue.

Following the notification that they are the Winner by a member of the Producer’s staff, the Winner must claim the Prize within 7 (seven) days of the notification. If the Winner fails to claim the Prize within 7 (seven) days of the notification, they shall be deemed to have voided their right to claim the Prize and an alternative winner will be selected at random from the other Entrants by a member of the Producer’s staff.

No cash alternatives will be given for the Prize; the Prize is non-transferable and must not be sold or auctioned. Every effort will be made to supply the Prize but in the event that this is not possible an equivalent prize (of greater or equal value) will be made available to the Winner.

7. Data Protection

By participating in this Draw, Entrant's agree to the use and the disclosure of their personal data by the Producer for all purposes reasonably necessary in connection with the Draw.

Entrants are entitled, on written request to the Producer, to access their personal data and to have any incomplete, inaccurate or misleading data amended or erased.

8. Release

Upon winning the Prize, the Winner agrees to release and hold harmless the Producer, its officers, directors, employees, agents and Facebook (collectively the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Draw or receipt or use or misuse of the Prize. This release does not apply to claims for personal injury or death caused by the negligence of the Released Parties.

9. Publicity

Except where prohibited by law, registration for the Draw constitutes the Entrants' consent to the Producer's use of the Entrants' information for reasonable publicity purposes in connection with the Draw in any media, worldwide, without any payment or consideration. The Winner further agrees to take part in any publicity that the Producer may reasonably request in connection with the Draw, without any payment or consideration.

10. General Conditions

The Producer reserves the right to cancel, suspend and/or modify the Draw, if any fraud, technical failures or any other factor beyond the Producer's reasonable control impairs the integrity or proper functioning of the Draw, as determined by the Producer in its sole discretion.

The Producer further reserves the right in its sole discretion to disqualify or prevent from participating in the Draw, any individual it finds to be tampering with the entry process or the operation of the Draw, or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner.

The Producer further reserves the right in its sole discretion to not promote and to disqualify or prevent from participating in the Draw, any individual who enters the Draw and whom puts forward an entry that the Producer deems unsuitable (based on the requirements set out in these Terms and Conditions), or to be acting in violation of the intent or spirit of this Draw. Such a decision will be at the sole discretion of the Producer, the Producer reserves this right and no further queries by Entrants will be accepted.

Any attempt by any person to deliberately undermine the legitimate operation of the Draw may be a violation of criminal and civil law, and, should such an attempt be made, the Producer reserves the right to seek damages from any such person to the fullest extent permitted by law. The Producer's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

11. Limitations of Liability

Released Parties are not responsible for:

1. any incorrect or inaccurate information on the Database, whether produced by an Entrant, the Producer or their agents, by printing errors or by any of the equipment or programming associated with or utilised in the Draw;
2. technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
3. any Entrant not being able to successfully participate in the Draw due to any technical or human error which prevents an Entrant successfully entering the Draw;
4. unauthorised human intervention in any part of the entry process or the Draw;
5. technical or human error which may occur in the administration of the Draw or the processing of entries; and/or
6. save in respect of death or personal injury caused by the negligence of the Released Parties, any injury or damage to property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Draw or receipt or use or misuse of the Prize (other than as a direct result of the Producer's negligence). If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, an Entrant's sole remedy is another entry into the Draw for the remaining days in the Draw Period, provided that if it is not possible to award another entry due to discontinuance of the Draw, or any part of it, for any reason, the Producer, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance of the Draw. No more than the stated Prize will be awarded.

12. Disputes

Except where prohibited by law, Entrants agrees that:

1. any and all disputes, claims and causes of action arising out of or connected with this Draw or any prize awarded shall be resolved individually, without resort to any form of class action, by the exclusive jurisdiction of the Courts of Ireland;
2. any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Draw, but shall in no event include legal fees;
3. entrants shall at all times act in an ethical manner and will not do anything that contravenes the United Kingdom Bribery Act, 2010 or any other applicable anti-bribery or anti-money laundering laws and/ or regulations. Entrants warrant that they will not engage in any activity likely to be considered corrupt and shall be liable to the Producer (its affiliates and related companies) and hold harmless the Producer (its affiliates and related companies) in full for all and any actions, claims, proceedings, demands, costs, damages, losses, fines, penalties and expenses suffered or incurred by the Producer (its affiliates and related companies) arising out of an Entrant's failure to comply with this clause; and
4. Entrant(s) hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of an Entrant and the Producer in connection with the Draw, shall be governed by, and construed in accordance with the laws of Ireland without giving effect to any choice of law.