

## Terms and Conditions of The Kildare Village 'Watch and Jewellery' competition

NO PURCHASE NECESSARY.

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

### 1. Introduction

By entering into this Kildare Village Social Media competition in accordance with these Terms and Conditions, you will be eligible to be entered into a free prize draw to win one of six jewellery prizes between Tuesday 4 December and Sunday 9 December 2018 (the "Promotion Entry Period"). The following terms and conditions apply to the Promotion.

The promoter of the Promotion is Value Retail Management (Kildare Village) Limited of 1b Nurney Road, Kildare, County Kildare, company number 402410 (the "Promoter").

### 2. Timing

Entries will be accepted during the Promotion Entry Period ("Promotion Entry Period") between 4 and 9 December daily from the time the post goes live each day until 23.59 Greenwich Mean Time ("GMT"). Please note these are daily competitions, once the window between the post going live and 23.59PM has passed, entries will no longer be accepted. Sunday 9 December 2018 is the last day of the competitions and no entries will be accepted beyond the expiration of the Promotion Entry Period.

### 3. Eligibility

The Promotion is open to all entrants who are over the age of 18 (eighteen) at the time of entry, Are Residents of the Republic of Ireland, and who enter the Promotion in accordance with these Terms and Conditions and in particular with paragraph 4 below ("Entrants", each an "Entrant"). When contacted, Entrants may be required to provide proof of age. Entries are not permitted from employees of the Promoter, including employees of their parent, subsidiaries and affiliate companies.

By entering this Promotion, Entrants expressly agree to the following:

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

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

#### 4. How to Enter the Promotion

In order to enter the Promotion, Entrants must

- (a) locate a post on Instagram posted by the Promoter between Tuesday 4-9 December 2018 in connection with the Promotion (the “**Post**”);
- (a) like the Post, tag a friend below the Post and use the hashtag #KildareVillage

In the event of a dispute as to any registration, the authorised account holder of the Instagram account which is used for the purposes of entering the Entrant into the Promotion will be deemed to be the registrant or player (the “**Authorised Account Holder**”). Entrants may be required by the Promoter 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 Promoter’s servers or elsewhere.

#### 5. Verification of Winner

The winner will be chosen at random daily by computer generated process on the day after Promotion Entry period. The day after those Entrants who validly enter the Promotion in accordance with paragraph 4 above (the “**Winner**”). The Promoter will notify the Winner that they have won the Prize (as defined in paragraph 6 below) by sending a private message to the Authorised Account Holder’s account (the “**Notification**”).

The Winner must respond to the Notification within 24 (twenty four) hours of it being sent, by sending a response to the Promoter confirming their: (a) name; (b) contact details; and (c) acceptance of the Prize (the “**Confirmation**”).

Once Confirmation is received by the Promoter, the Winner(s) will be contacted by a member of the Promoters staff to arrange the collection/delivery of the Prize.

In the event that no Confirmation is received, a Winner declines their Prize or provides an incomplete or unsatisfactory response to the Promoter, then the Promoter is entitled to choose an alternative Winner, in accordance with the process above, and reallocate the Prizes.

#### 6. Prize

The Winner shall be entitled to a jewellery prize pictured on the post that was entered by the entrant (the “**Prize**”). Subject to availability.

No cash alternatives will be given for the Prize; the Prize is non-transferable and must not be sold or auctioned. The Prize cannot be redeemed against previous purchases and cannot be availed of in conjunction with any other offer. 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 Promotion, Entrants agree to the use and the disclosure of their personal data by the Promoter for all purposes reasonably necessary in connection with the Promotion.

Entrants are entitled, on written request to the Promoter to access their personal data and to have any incomplete, inaccurate or misleading data amended or erased. The Promoter’s contact details are available here <http://bit.ly/2l18aCS>.

## **8. Entrant Indemnity**

By entering this Promotion, Entrants hereby agree to indemnify, defend and hold harmless the Promoter 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 Promoter.

## **9. Release**

Upon winning the Prize, the Winner agrees to release and hold harmless the Promoter (including its officers, directors, employees, agents) and Instagram (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 Promotion 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.

## **10. Publicity**

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

## **11. General Conditions**

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

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

The Promoter further reserves the right in its sole discretion to not promote and to disqualify or prevent from participating in the Promotion, any individual who enters the Promotion and whom puts forward an entry that the Promoter 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 Promotion. Such a decision will be at the sole discretion of the Promoter, the Promoter 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 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 term of these Terms and Conditions shall not constitute a waiver of that provision.

## **12. Limitations of Liability**

Released Parties are not responsible for:

1. any incorrect or inaccurate information on the Database, whether produced by an Entrant, the Promoter or their agents, by printing errors or by any of the equipment or programming associated with or utilised in the Promotion;
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 Promotion due to any technical or human error which prevents an Entrant successfully entering the Promotion;
4. unauthorised human intervention in any part of the entry process or the Promotion;
5. technical or human error which may occur in the administration of the Promotion or the processing of entries;
6. failure by the Promoter to make available the Prize;
7. 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 Promotion or receipt or use or misuse of the Prize (other than as a direct result of the Promoter'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 Promotion for the remaining days in the Promotion Entry Period, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, the Promoter, at its discretion, may elect to hold a random Promotion from among all eligible entries received up to the date of discontinuance of the Promotion. No more than the stated Prize will be awarded.

### 13. 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 Promotion 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 Promotion, 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 Promoter (its affiliates and related companies) and hold harmless the Promoter (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 Promoter (its affiliates and related companies) arising out of an Entrant's failure to comply with this clause; and
4. Entrants 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 Promoter in connection with the Promotion, shall be governed by, and construed in accordance with the laws of Ireland without giving effect to any choice of law.