

## **Terms & Conditions for the Whittard x Dualit (the “Prize Draw”)**

### **1. Introduction**

- a. The Prize Draw is organised and run by Whittard Trading Limited (“Whittard”), who can be contacted at First Floor West 25 Western Avenue, Milton Park, Abingdon, England, OX14 4SH.
- b. By entering this Prize Draw you agree to these Terms and Conditions (these “Terms”) and any decisions reached by Whittard are final and binding in all matters related to this Prize Draw.
- c. The Prize Draw starts at 10:00 BST on 15<sup>th</sup> September 2023 and ends at 23:59 GMT on 24<sup>th</sup> September 2023 (the “Prize Draw Period”).

### **2. Who can enter this Prize Draw?**

- a. Participants must:
  - i. be a resident of, and have a postal address in, United Kingdom; and
  - ii. be aged 18 or over.
- b. The Prize Draw is not open to directors, members, partners, employees, agents or consultants of Whittard or Dualit, any person who directly or indirectly controls or is controlled by Whittard or Dualit, or any supplier of goods or services in connection with the Prize Draw, or their spouses, life partners, business partners or immediate family members.
- c. By entering the Prize Draw you hereby warrant that all information submitted by you is true, current and complete. Whittard reserves the right to verify the eligibility of all participants and disqualify a participant for submitting false information.

### **3. How does the Prize Draw work?**

- a. No purchase is necessary to enter the Prize Draw and entry is free.
- b. Follow the link in the Whittard of Chelsea (@whittardofchelsea1886) Instagram bio and fill in and submit the entry form: <https://hotchocolatecompetition.whittard.co.uk/> (an “Entry”).
- c. Each participant must enter with a valid email address. As part of their Entry, a participant has the opportunity to make additional entries when completing the entry form by: (i) following Whittard of Chelsea on Instagram (@whittardofchelsea1886); (ii) following Whittard of Chelsea on TikTok (@whittardofchelsea1886); (iii) following Dualit on Instagram (@dualit\_ltd). Each follow will be counted as an additional Entry. Such additional Entries are not required to take part in the Prize Draw.
- d. All Entries must be received by Whittard during the Prize Draw Period or they will be void. Whittard will not accept responsibility for:
  - i. Prize Draw Entries that are lost, mislaid, damaged, or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - ii. any change in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using a prize.
- e. On or after 24<sup>th</sup> September 2023, one winner will be selected at random for the main prize, using a random computer-generated process, from all valid Entries received.
- f. The winners will then be notified on or after 25<sup>th</sup> September 2023 via Email (“Notification”).
- g. The Prize must be claimed in accordance with the instructions in the Notification message, within 72 hours of the Notification (the “Claim Period”). In order to receive their Prize, the winner will also need to provide Whittard with any further information requested by Whittard in accordance with the instructions set out in the Notification within this Claim Period. Failure to claim the Prize in accordance with the instructions in the Notification within the Claim Period will result in the forfeit of the Prize and an alternative winner will be chosen.
- h. The winner may be required to provide Whittard with proof of identification in order to verify compliance with the eligibility requirements for the Prize Draw.
- i. The winner will receive Prize A within two weeks of the winner providing Whittard with the information requested in the Notification (as set out under clause 3(i)). The winner will receive an email from Dualit detailing how to redeem Prize B within two weeks of providing Whittard with the information requested in the Notification. Dates to use Prize B shall be subject to availability.

k. If the winner is found to be ineligible or fails to comply with these Terms, then the winner may, in Whittard's sole discretion, be disqualified and an alternate winner will be selected.

#### **4. What is the Prize?**

- a. There will be one winner of the main prize.
- b. The main winner will receive:

##### **Prize A:**

- i. Whittard to provide to the winner:
  - SoHo Glass x4 (354019)
  - Milk Chocolate Spoon with Mini Marshmallows (343301)
  - Luxury Hot Chocolate (304162)
  - Luxury White Hot Chocolate (304170)
  - Cookies and Cream Flavour Hot Chocolate (353946)
  - Sticky Toffee Pudding White Hot Chocolate (336446)
  - Hazelnut Flavour Hot Chocolate (356840)
  - Limited Edition Gingerbread Flavour Hot Chocolate (355578)
  - Mini Marshmallows (343483)

##### **Prize B:**

Dualit to provide to the winner:

- i. Travel Mug
- Dualit Cups
- Hand Mixer
- Milk Frother

c. The Prize is non-transferable, non-exchangeable, and has a cash value of zero. The Prize is for personal use only and is not for resale. The Prize may be forfeited in the event that Whittard or Dualit determines that the Prize is being misused. Whittard reserves the right to substitute Prize A for a prize of equal or greater value in its absolute discretion.

#### **5. General**

- a. Whittard reserves the right to amend the rules of the Prize Draw, to withdraw the Prize Draw at any time if circumstances beyond its control make this unavoidable, or to cancel the Prize in the event of non-compliance with these Terms.
- b. Whittard will use your personal details to contact you for administrative purposes relating to this Prize Draw.
- c. If you have elected to be added to Whittard's email database, you will also receive promotional emails with offers, news, products and information. You can unsubscribe at any time.
- d. Whittard will keep your personal information safe and will use your personal information in accordance with the privacy policy available on its website (<https://www.whittard.co.uk/privacy-policy.html>).
- e. Any personal data collected from the winner and provided to Dualit will be for Prize redemption purposes only.
- f. The winner's surname and county will be made available. The winner will have the right to object to this information being published or to request a reduction in the amount of information being published. Whittard may be required to provide this information to the relevant regulatory authorities.
- g. The decision of Whittard regarding any aspect of the Prize Draw is final and binding and no correspondence will be entered into about it.
- h. Any cancellation or changes will be posted on the relevant Prize Draw page at [www.whittard.co.uk](http://www.whittard.co.uk).
- i. With the exception of liability which cannot be excluded by law, Whittard and Dualit are not liable for, and you release and hold harmless Whittard and Jessie and each of their subsidiaries and affiliated companies and their respective officers, directors, employees, agents, successors, assigns and insurers from and against any and all liabilities and/or claims and causes of action relating to any direct or indirect loss or damage which is suffered, as a result of entering the Prize Draw, failing to win, winning, accepting or using any portion of the Prize Package For any injuries, illness, death, loss or damage of any kind arising from or in connection with participation in the Prize Draw and/or any element thereof.

j. This Prize Draw is run by Whittard, it has no affiliation with Facebook, Instagram or TikTok, and they have no liability whatsoever for the running of this Prize Draw. Any complaint about the Prize Draw should be directed to Whittard and not Facebook, Instagram or TikTok.

k. If you require any help or have any enquiries relating to these Terms please contact Whittard at the address above.

l. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.