These terms and conditions (the "Terms and Conditions") govern your entry into and participation in the competition. Please read these terms carefully before entering, as by entering, you are deemed to have accepted and agreed to be bound by these Terms and

Conditions.

In the event of any conflict or inconsistency with any other communications related to

the competition, including advertising or competitional materials, these Terms and

Conditions will take precedence. Please retain a copy of these Terms and Conditions for

your information.

The Promoter takes data protection seriously. By entering this competition, you confirm

that you have read the Privacy Policy at https://www.mars.com/privacy and acknowledge

that any personal information you submit as part of this competition will be held and

processed in accordance with this Privacy Policy, the UK General Data Protection

Regulation (GDPR) and the Data Protection Act 2018.

Promoter: KIND Snacks UK Limited, 6th Floor, 100 Liverpool Street, London, England,

EC2M 2AT.

Promoter's Agent: Ready10, Unit 2, Benwell Studios, 11-13 Benwell Rd, London N7 7BL

ELIGIBILITY

1. This competition is open to residents of the UK, except for employees of the Promoter

and their immediate families, associated agents or anyone else professionally connected

with the competition.

2. Entrants must be aged 18 years or over at the date of entry.

3. No purchase necessary.

4. Internet access and Instagram account required.

4. Bulk entries, entrants using multiple addresses, email addresses, numbers or entering via agents, third parties, organised groups, syndicates or aliases, or entries automatically generated by computer, will not be accepted. Entries received by any means other than as specified in these Terms and Conditions (see Condition 6 below) will be rejected. Any person persistently trying to circumvent the entry process will be disqualified immediately. No incomplete, corrupted entries or multiple entries from the same person beyond the daily limit will be accepted. The entry must be made directly by the person entering the competition. Only genuine valid entries will be considered.

PROMOTIONAL PERIOD

5. The competition will run from 00:00:01 on 26.08.24 to midnight on 09.09.24. Entries submitted outside of these dates will not be included in the competition. Entries must be received within these times in order to be valid.

HOW TO ENTER FOR YOUR CHANCE TO WIN

- 6. For the chance to win each entrant will need to do the following:
 - Share the Instagram post on either @kindsnacksuk or @Lionesses to your story, tagging both @kindsnacksuk and @Lionesses.
 - Follow both @kindsnacksuk and @Lionesses on Instagram.
 - Comment on the Instagram post on @kindsnacksuk's/@Lionesses channel with what fuels you to get moving.
- 7. Only one entry per person, per day will be accepted. Anyone attempting to enter more frequently will be disqualified.
- 8. Only valid entry information will be accepted, and the Promoter reserves the right to disqualify and reject any inappropriate entries. All entry information is subject to verification and interrogation.
- 10. In the event of suspicious activity, the Promoter reserves the right to request and gather information or obtain further evidence to confirm the legitimacy of the entry / win.

THE PRIZES

11. The prizes to be won are as follows:

• 4 x set of 3 signed polaroids from the England Women's Football team – players that will sign polaroids are Maya Le Tissier, Jess Park and Beth Mead.

PRIZE INFORMATION

- 12. There are 4 prizes in total, as detailed, that are available to be won throughout the entire competition. Only one prize per person will be permitted.
- 13. Prizes are strictly non-transferable and must not be sold, auctioned nor advertised for sale whether on the internet, in newspapers or elsewhere. Any person found in breach of this term will be disqualified and the prize withdrawn. No cash alternatives or other alternative prizes will be available in whole or in part, except in the event of circumstances outside the reasonable control of the Promoter, whereby the Promoter reserves the right to substitute the prizes with prizes of equal or greater value. The prizes will only be awarded directly to the winners.
- 14. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this competition or the awarding of a prize, the Promoter reserves the right to suspend the competition or amend these Terms and Conditions, at any stage, with no liability to any entrants or third parties, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.

WINNER SELECTION AND NOTIFICATION

15. The draw will be held once the promotional period closes on 09.09.24. 4 winners will be picked at random from all valid entries using an automated computer program.

- 16. Prize Redemption: Winner of the signed polaroids will receive a DM from KIND on social media within 7 days of the closing date of the promotion. Winner(s) will be required to respond within 30 days confirming (1) their acceptance of the prize, (2) their address and (3) consent to such details being shared with the Promoter's Agent (if applicable) for administration of the prize. The signed polaroids will be dispatched to arrive in the post within 28 days of the winner sharing their delivery address. Signed polaroids may only be delivered to a UK address. The winner has 1 month from when they are contacted to claim the prize. Prizes are non-transferable and non-refundable. No cash alternative is available.
- 18. If a winner has not responded to notifications after 1 calendar month or if selected winner is ineligible, otherwise in breach of these Terms and Conditions, or unable to or declines to take up the prize for any other reason, the Promoter reserves the right to withdraw the prize and to select a new winner from all remaining entries.
- 19. The Promoter does not accept any responsibility in the event a winner does not receive their prize for whatever reason, including in the event that a winner provides an incorrect address.
- 20. Insofar as is permitted by law, the Promoter and its agents will not in any circumstances be responsible or liable to compensate entrants for any losses that may be incurred as a result of entering the competition and the Promoter does not accept any liability for any loss, damage, personal injury or death occurring as a result of a winner's acceptance of a prize except where such damage or loss is caused by the negligence of the Promoter or its agents. The winners' statutory rights are not affected.
- 21. No correspondence: Winner selection is final and binding and no correspondence will be entered into, except with the prize winners.

GENERAL INFORMATION

22. A list of winners' surnames is available on request. Please post your request and a stamped addressed envelope to: Kind Snacks Brand Manager, KIND Snacks UK Limited, 6th Floor, 100 Liverpool Street, London, England, EC2M 2AT within 3 months of the competition close date. Should a winner object to their information being made available, they should contact the Promoter by

emailing <u>customercare@kindsnacks.co.uk</u>. The Promoter may nevertheless disclose information to regulatory authorities if required by law to do so.

- 23. In the event a winner requests for their personal data, including phone number and address details, to be deleted, the Promoter cannot be held responsible if such request means that it is unable to complete delivery of the winner's prize or assist them following deletion of their phone number. The name and contact details of the winner(s) will be retained for 30 days after the prize has been fulfilled to allow the Promoter to deal with any queries from the winner, and always in accordance with the Privacy Policy. Surname and/or county details may be retained and made available to members of the public in accordance with Condition 22.
- 24. Winners may be required, if they consent, to take part in reasonable publicity relating to this competition without further remuneration.
- 25. The Promoter is not responsible for any entries which fail to be registered or are delayed for any technical or other reason whatsoever.
- 26. The Promoter reserves the right to verify the winning entries including by asking the winners' identity, including proof of age (which they must provide within 14 days but which will not be retained following verification by the Promoter and redemption of the prize) and may refuse to award a prize or withdraw a prize entitlement and/or refuse further participation in the competition and disqualify a participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions (including entry requirements) or otherwise where a participant has gained unfair advantage in participating in the competition or won using fraudulent means.
- 27. The Promoter may at its absolute discretion disqualify any participant found to be tampering with the application process or to be acting in any manner disruptive to the competition.
- 28. Sometimes, through reasons outside of the Promoters control, the social media channel (as with any social media channel) may not be accessible. The Promoter cannot guarantee continuous, uninterrupted access to the website. No responsibility will be accepted for any difficulties in entering, claiming or any entries/claims delayed or corrupted. The Promoter will have no liability for any loss arising out of such an event.

- 29. Limitations of liability: Insofar as permitted by law, neither the Promoter nor the competitional parties assume any responsibility or liability for:
 - Any faulty, incorrect, errors or failed electronic data transmissions;
 - Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this competition;
 - Inaccessibility or unavailability of the internet or the website or any combination thereof; and
 - Insofar as permitted by law, any injury or damage to participants or to any other person (or their property) which may be related to or resulting from any attempt to participate in the competition.
- 30. If any clause of these Terms and Conditions is determined to be illegal, invalid or otherwise unenforceable, then it shall be deemed deleted from these Terms and Conditions. The remaining clauses shall be unaffected and remain in full force and effect.
- 31. This competition and these Terms and Conditions (and any disputes/claims arising out of or in connection with them) shall be governed by and construed in accordance with English law and the parties to any dispute or action shall submit to the jurisdiction of the English and Welsh courts. However, if you are resident in Scotland or Northern Ireland, you may bring your claim before the Scottish or Northern Irish courts (respectively), if you wish.