

## **“Win a Cadbury Ultimate Chocolate Basket” PRIZE DRAW TERMS AND CONDITIONS**

By participating in the **WIN a Cadbury Ultimate Chocolate Basket** Draw (the “**Prize Draw**”), you fully agree and accept these Prize Draw Terms and Conditions (“**Prize Draw T&Cs**”) together with any specific instructions and terms for such Prize Draw which may be mentioned on the relevant section of the website (the “**Prize Draw information**”).

### **1. Eligibility**

- a) The Prize Draw is open to entrants in the UK only.
- b) You must be aged 18 or over to participate. Proof of identity may be required.
- c) Employees of the Club, the Promoter or their family members or anyone else connected in any way with the Prize Draw or helping to set up the Prize Draw shall not be permitted to enter the Prize Draw.
- d) To enter the Prize Draw, entrants must have access the internet and be registered with a Club account. All entries must be made directly by the person entering the Prize Draw.
- e) By entering the Prize Draw you confirm that all information submitted by you is true, current, and complete.
- f) If entry to the prize draw requires the submission of a creative material (such as a photograph) (“**Entry Material**”), entrants confirm that they have the right to submit that Entry Material in the Prize Draw.

### **2. Prize Draw Information and How to Enter and Selection Process**

- a) Entry is free but entrants should be aware that they may be subject to data charges depending on their own individual arrangements for internet access.
- b) In order to enter the Prize Draw, entrants are required to input their details on the Prize Draw portal as detailed in the Prize Draw information, and provide an answer to the question provided.
- c) The Prize Draw will be open from 15:00PM GMT on 18<sup>th</sup> December 2020. Closing date for entry will be at 11:59PM GMT on 31<sup>st</sup> January 2021. After this date no further entries to the Prize Draw will be permitted.
- d) No responsibility is accepted for entries not received for whatever reason, including for entries lost, delayed or corrupted, or due to computer error in transit.
- e) Each person is entitled to one entry per Prize Draw, but may be eligible to receive 1 additional entry for each social networking platform they share it on: Facebook, Twitter. A user may receive up to 4 total entries per Prize Draw.
- f) The winner will be notified by email and/or telephone within three days of the closing date and verified by the Promoter and/or its agents.

- g) Reasonable efforts will be made to contact the winner(s). If the winner fails to communicate their acceptance of the prize to the Club within 3 days of being contacted by the Club, or is unable to comply with these Prize Draw T&Cs, the Club reserves the right to offer the prize to the next eligible entrant drawn at random.

### **3. Prize**

- A) This prize is: 1 (one) winner will receive 1 (one) Cadbury Ultimate Chocolate Basket
- B) Prizes will be received by winners within 28 days of submitting the required contact information.
- C) The prize is subject to these Prize Draw T&Cs, and any further regulations relating to the use of the prize, which may include ticket terms and conditions of issue and applicable venue regulations. By accepting the prize, the winner agrees to comply with any and all applicable terms and conditions and regulations.
- D) No cash alternative to the prize will be offered. The prize is non-refundable and non-transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
- E) In the event of a prize being unavailable, the Promoter reserves the right to offer an alternative prize of equal or greater value.
- F) The winner is responsible for expenses and arrangements not specifically included in the prize. This may include travel, accommodation and any necessary travel documents, passports and visas
- G) The Club and/or Promoter reserve the right in its sole discretion to withhold delivery of the prize until proof of eligibility and/or identity requested by the Club and/or Promoter has been confirmed. If such proof is not produced on request, the Club and/or Promoter may disqualify the entrant from the Prize Draw.
- H) The winner is responsible for ensuring they are able to accept the prize as set out and in accordance with these Prize Draw T&Cs, in the event they are unable to do so then the Club reserves the right to redraw the prize.

### **4. Publicity and Use of Entry Materials**

- a) The winner agrees to participate in reasonable publicity relating to this Prize Draw, including but not limited to having their name, photograph and disclosure of county of residence published with their entry and used for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid and will co-operate with any other reasonable requests by the reasonable requests by the Club and/or the Promoter relating to any post-winning publicity.
- b) Entrants allow the Club and/or the Promoter to use their Entry Material for any and all purposes whatsoever at any time in the future, and without payment, regardless of whether that entrant is drawn as the winner of the Prize Draw.
- c) Entrants waive their right to assert moral rights over all Entry Material and accordingly the Club and/or the Promoter may use Entry Materials in the future

without crediting the author.

## 5. **Personal Data**

- a) By participating in the Prize Draw, you acknowledge that your name, address, e-mail address and date of birth will have been made available to the Club (the “**Personal Data**”).
- b) All Personal Data will be held and used by the Club in accordance with the Club’s privacy policies (which can be found at <https://www.liverpoolfc.com/legal/privacy-policy>). We may also use the information you provide to verify your age and identity.
- c) If you opt in for your data to be shared with Cadbury, the Personal Data will also be made available to Cadbury and will be held in accordance with the Promoter’s privacy policy, A copy of which may be found at <https://www.cadbury.co.uk/privacy>.

## 6. **General**

- a) Any entrant must comply with any directions given to him or her by the Club and/or the Promoter including but not limited to any and all relevant laws, rules and regulations.
- b) Any entrant who enters or attempts to enter the Prize Draw in a manner, which in the Club's and/or the Promoter’s determination, is contrary to these Prize Draw T&Cs or is unfair, fraudulent or unjust to other entrants or is otherwise not in the spirit of the Prize Draw (including without limitation tampering with the operation of the Prize Draw, hacking, cheating, deception, or any other unfair playing practices such as intending to annoy, abuse, threaten, or harass any other entrants or the Club and/or any of its agents or representatives), may be rejected from the Prize Draw at the Club's and/or the Promoter’s discretion.
- c) The Club and/or the Promoter may cancel or amend the Prize Draw, the prize, Prize Draw information, or these Prize Draw T&Cs without prior notice and for any reason, including (without limitation) in the case of a manifest error. Any changes will be posted either within the Prize Draw information or these Prize Draw T&Cs.
- d) Neither the Club or the Promoter can guarantee that the services relating to the Prize Draw will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. Without limiting clause 6(c), the Club and/or the Promoter reserves the right to modify, cancel, terminate or suspend the Prize Draw in whole or in part, at its sole discretion, if it believes the Prize Draw is not capable of being conducted as specified in these Prize Draw T&Cs or in the event of system failure, maintenance or repair, network issue, a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of the Club and/or the Promoter that could corrupt or affect the administration, security, impartiality, or normal course of the Prize Draw, including, but not limited to the unavailability of the vote, poll, competition or prize draw entry platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order,

rule, regulation or direction, breakdown of plant, machinery or transportation. Neither the Club or the Promoter is responsible for any loss or damage caused to you as a result of any of these occurrences.

- e) Neither the Club or the Promoter will be liable to you for any loss that is not foreseeable and both the Club and the Promoter excludes their liability to the maximum extent permitted by law. Nothing in these Prize Draw T&Cs shall limit or exclude liability for death or personal injury as a result of the Club's or the Promoter's negligence, fraud or fraudulent misrepresentation or for any other liability which may not be excluded by law.
- f) You agree to reimburse the Club and/or the Promoter in respect of any damages suffered by the Club and/or the Promoter or any losses by the Club and/or the Promoter resulting from any claim made by a third party in each case in respect of any matter arising from your entry to the Prize Draw, your use of the services relating to the Prize Draw in breach of the Prize Draw T&Cs or from your violating of any applicable law or regulation.
- g) The invalidity or unenforceability of any provision of these Prize Draw T&Cs shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Prize Draw T&Cs shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- h) The Prize Draw and these Prize Draw T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
- i) The surname and county of the winners will be made available to anyone who requests them by writing to LFC within 3 months of the closing date. In the event they win, winners may request their surname and county are not published or request for the amount of information being published to be reduced by emailing [competitions@liverpoolfc.com](mailto:competitions@liverpoolfc.com). Without prejudice, the Promoter will provide this information to the Advertising Standards Authority on reasonable request
- j) The Club's Supporter Services team may be contacted on 0151 264 2500, [www.twitter.com/LFC](https://www.twitter.com/LFC), or [www.facebook.com/LiverpoolFC](https://www.facebook.com/LiverpoolFC).
- k) The promoter of this Prize Draw: Mondelez Europe Services GmbH – UK Branch whose address is at Cadbury House, Sanderson Road, Uxbridge, UB8 1DH.
- l) The Liverpool Football Club and Athletic Grounds Limited, a company registered in England and Wales with company number 35668 and whose registered office is at Anfield Road, Liverpool L4 0TH, UK ("**Club**") operates this Prize Draw on behalf of the Promoter.