BRIOCHE PASQUIER UK – ADVENT CALENDAR CAMPAIGN

TERMS AND CONDITIONS

Date of posting: 30th November 2020

1 **INTRODUCTION**

1.1 These terms and conditions (collectively, the **"Terms"**) apply to your participation in the Advent Calendar Campaign (**"Promotion"**) via www.briochepasqier.co.uk.

1.2 The promoter of the Promotion is Brioche Pasquier U.K. Limited (**"we"**, **"us"**, **"our"** or **"Promoter"** as applicable). You can find our company and contact details at the end of these Terms.

1.3 Please read these Terms carefully as by entering the Promotion, you will be deemed to have accepted and agreed to be bound by them.

1.4 We recommend that you print a copy of these Terms for future reference. You can contact us in relation to the Promotion or request a copy of these Terms by writing to us using the contact details at the end of these Terms. If you would like to receive a copy of these Terms by post, you will need to provide us with a stamped self-addressed envelope.

1.5 Any complaints regarding this Promotion should be sent to marketing@briochepasquier.com or Brioche Pasquier UK, 8 Garamonde Drive, Milton Keynes, MK8 8DF.

2 **ELIGIBILITY AND PARTICIPATION**

2.1 The Promotion will start at 00:00 on 1st December 2020 and end at 23:59 and 12th December 2020 ("**Promotion Period**"). Any entries made outside the Promotion Period will not be eligible for entry. If you remove or edit your entry on the applicable social media platform before the end of the Promotion Period, your entry will not be eligible for selection for the Promotion.

2.2 To be eligible to participate in the Promotion you must be:

2.2.1 aged 18 or over;
2.2.2 resident in the United Kingdom; and
2.2.3 a registered Facebook account holder.

2.3 To enter the Promotion, you must:

2.3.1 log into your Facebook account;
2.3.2 click on the Promotion Tab **AND** enter details on the form (these will be saved for future entries).
2.3.3 click on the date of the advent calendar that corresponds to that day for example, 1st December is Day 1.
2.3.4 Entrants will be instantly notified whether they have won a prize or not via the So Buzz app.

2.4 There is no purchase requirement to enter the Promotion however, you will require an internet connection to access the applicable third-party social media services through which the Promotion is operated.

2.5 Employees of the following (and members of their families or households) are not eligible to enter the Promotion:

2.5.1 the Promoter;
2.5.2 any company or organisation involved in or connected to the Promotion;
2.5.3 any advertising agency or digital media or web services provider connected with the Promotion;

2.6 By entering the Promotion, you promise that all information submitted by you is true, accurate, current and complete. We reserve the right to verify your eligibility to enter the Promotion, during and/or after the Promotion Period.

2.7 We reserve the right not to award a prize (and to select an alternative winner) if we are aware or have reasonable grounds to believe that you were ineligible to enter the Promotion at the time of entry.

3 ENTRIES

3.1 You (and your entry/entries) shall at all times comply with:

3.1.1 These Terms;
3.1.2 Facebook's terms and conditions of use published on the Facebook website from time to time, currently located at www.facebook.com.

3.2 You may enter the Promotion as many times as you like however where a winner has been selected and we discover or have reasonable grounds to believe the winner has used any software or automated means (for example, the use of 'script' or 'brute force') either to answer questions or to make bulk entries, we reserve the right to select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Terms.

3.3 You may not repeatedly participate with duplicate entries per day from multiple accounts.

3.4 Your entry and any information submitted by you must be personal to and relate specifically to you. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

3.5 Proof of transmission and/or screenshots cannot be accepted as proof of delivery of your entry. We cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to any entries.

3.6 We reserve the right to disqualify or discount you and/or any or all of your entries if we have reasonable grounds to believe that you have breached any of these Terms.

3.7 In the event that an entrant or their entry is disqualified from a Promotion, we in our sole discretion may decide whether a replacement should be selected. In this event, any further entrants will be selected on the same criteria as the original entrant and will be subject to these Terms.

3.8 We do not accept responsibility for any late, lost, damaged, corrupted, misdirected, incomplete or fraudulent entries.

3.9 We reserve the right, at any time, to verify the validity of entries and entrants (including entrants' identity, age and address).

3.10 Please note that unless stated otherwise, we do not accept responsibility for virus checking entries or their backup, archiving or safekeeping.

4 SELECTION AND ANNOUNCEMENT OF WINNERS

4.1 Winners will be selected using an open winning moments mechanic, where the first person to enter during or after the winning moment wins a prize, by software provided by So Buzz from all entries received and verified by Promoter and or its agents.

4.2 If you would like to obtain a list of winners, please write to us with a request for a list naming the specific competition and providing a self-addressed envelope.

4.3 Prize winners will be notified instantly on the software (and may be contacted by us or our nominated supplier(s).

4.4 We reserve the right to request further information in writing from winners to verify your eligibility to participate in the Promotion in accordance with these Terms including but not limited to age verification information.

4.5 We do not accept any responsibility for prizes lost or damaged during transit. In the event that contact cannot be made with the winner after 2 days or, prior to selection or notification, the winner has unregistered from Facebook or unfollowed our account, we reserve the right to select another winner in accordance with the selection process in these Terms as an alternative winner. If any winner declines a prize, they forfeit any right to the prize.

4.6 Prize winners will receive their prize within 30 days of the closing date via first class delivery to the address they provide at the time of entry.

4.7 Return of any prize notification as undeliverable or failure to reply as specified in the notification (and within the time stated) may result in disqualification and selection of an alternate winner.

5 PRIZES

5.1 There are 1,097 prizes available to be won across both entry routes. There is a chance to win the following prizes:

- 5.1.1 Brioche Pasquier Canvas Bag (250 available to be won)
- 5.1.2 Brioche Pasquier Notebook (100 available to be won)
- 5.1.3 Brioche Pasquier Hampers; a hamper of randomly selected Brioche Pasquier Products out of Brioche Rolls, Brioche Rolls with Chocolate Chips, Pains au Chocolat, Croissants, Brioche Sliced Loaf, PITCH Chocolate Filled, or PITCH Choc Chip (100 available to be won).
- 5.1.4 Brioche Pasquier Bamboo Mug (50 available to be won)
- 5.1.5 Brioche Pasquier Shopping Bag (20 available to be won)
- 5.1.6 Brioche Pasquier Knitted Gloves (100 available to be won)
- 5.1.7 Brioche Pasquier Scarf (150 available to be won)
- 5.1.8 Brioche Pasquier Baubles (3 per pack) (120 available to be won)
- 5.1.9 Brioche Pasquier Apron (50 available to be won)
- 5.1.10 Brioche Pasquier Mobile Pop Socket (100 available to be won)
- 5.1.11 Kitchen Aid Mini Food Processor (2 available to be won)
- 5.1.12 Nespresso Mini Espresso Machine (1 available to be won)
- 5.1.13 Samsung Galaxy Tablet (1 available to be won)
- 5.1.14 Amazon Echo Dot with Alexa (3 available to be won)
- 5.1.15 Brioche Pasquier Christmas Jumper (50 available to be won). Available in sizes extra-large (10 available), large (10 available), Medium (10 available), small (10 available), and extra small (10 available).

5.2 Prizes are non-transferable and non-negotiable and cannot be refunded, exchanged or amended and have no cash alternative. We reserve the right to substitute prizes of equal or greater value and reasonable equivalence if the original prizes are not available or in the event of circumstances outside of our reasonable control.

5.3 All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

6 OUR LIABILITY

6.1 We do not accept any responsibility for any damage, loss, injury or disappointment suffered by you as a result of you entering the Promotion or accepting any prize. We are not responsible for any interruption or disruption to or technical malfunctions of any telephone network or lines, electronic devices, systems, servers, providers, websites (including the availability of the Facebook services) or computer equipment or software, failure of any email or entry to be received due to technical failures or traffic congestion on the internet, on telephone lines or at any website, or any combination of these, including any injury or damage to your or any other person's device related to or resulting from participation or downloading any materials in the Promotion.

6.2 Nothing in these Terms shall exclude our liability for death or personal injury as a result of our negligence or for fraud or fraudulent misrepresentation or for any other liability that cannot be limited or excluded by applicable law.

7 PUBLICITY AND YOUR PERSONAL DATA

7.1 As a result of your participation in the Promotion, we will collect, process and disclose certain personal data relating to you. Please see our Privacy Policy for information regarding the personal data we collect online and the purposes for which we use that data, as well as your data protection rights.

8 OTHER IMPORTANT TERMS

8.1 Our decision is final and no correspondence on any matter concerning the Promotion will be entered into.

8.2 This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing information to us and not to Facebook. Facebook shall have no liability to you for the Promotion and, by entering the Promotion, you release Facebook from any obligations relating to the Promotion.

8.3 This promotion is in no way sponsored, endorsed or administered by, or associated with, the companies noted referenced in clause 5.1.

9 CHANGES TO THE PROMOTION OR THESE TERMS

9.1 We may modify, suspend or terminate the Promotion, extend its closing date or time or make any other changes to the Promotion or Terms only in the event of circumstances arising that are outside of our reasonable control.

9.2 Where reasonably possible, we will notify you of such changes in advance or at the time we make such changes by posting amended Terms on this page and/or via a post to the applicable social media platform(s) through which the Promotion is operated.

10 GOVERNING LAW AND JURISDICTION

10.1 The Promotion and these Terms are governed by English law and any disputes are subject to the exclusive jurisdiction of the courts of England.

10.2 We make no representation that materials relating to the Promotion are appropriate or available for use at other locations. Access to those materials from territories where their contents are illegal is strictly prohibited. If you access the Promotion from outside of the United Kingdom, you are responsible for compliance with all local laws.

11 COMPANY AND CONTACT INFORMATION

The Promoter of the Promotion is Brioche Pasquier U.K. Limited, a company incorporated in England, whose registered office address is: 8 Garamonde Drive, Wymbush, Milton Keynes, MK8 8DF.

This address above is our legal registered address, please send general correspondence to the above.