

Tetley Mug Giveaway prize promotion terms and conditions

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1 The promotion

To celebrate our recyclable packaging and plant-based teabags we have partnered with the talented Kezia May Ceramics to bring Tetley lovers some beautiful, mo-tea-vational mugs.

The terms contained in this document (**Standard Promotional Terms**) apply to all promotional offers available through Our platforms (each a **Promotion**) and, together with any applicable specific promotional terms, form a legal agreement between you and Us and can only be amended with Our consent. By participating in any Promotion, you are indicating you accept and agree to be bound by the rules.

You should check these Standard Promotional Terms and any applicable specific promotional terms before participating in any Promotion.

In the event of any conflict or inconsistency between these Standard Promotional Terms, any applicable specific promotional terms, the latter shall prevail, followed by these Standard Promotional Terms, but only to the extent necessary to resolve such conflict or inconsistency.

For the purposes of all Promotions, the promoter is the entity you have contracted with under this Standard Promotional Terms ("**We**", "**Us**" and "**Our**").

2 How to enter

2.1 You can enter this promotion in any of the following ways:

To get your hands on one of these mugs:

- 1. Like this post
- 2. Follow both @Tetleyuk and @keziamayceramics
- 3. As a bonus entry, comment below your favourite tea pun.

The competition opens on the 16/10/23 and closes on 30/10/23 at midday.

The winner will be announced on the 30th of October and will be chosen at random.

- 2.2 You may enter this promotion a maximum of as many time as you like.
- 2.3 No payment is necessary to enter this promotion.
- 2.4 By submitting your entry, you confirm that you have read and understood these Standard Promotional Terms and agree to be bound by them.

3. Procedure to enter the Promotion

- 3.1 The following options are available for intending participants to participate in the Promotion vide any social media platforms like Meta, Instagram and Twitter:
- Like a Post, follow Tetley UK

4. Start date

Entries will be accepted online between 16/10/23 and closes on 30/10/23 at midday.

5. Closing date

- 5.1 The closing date for entries to this Promotion is **30/10/23 at midday**. Entries received by Us after this time (whether or not they were sent before) will be void and will not be entered into this Promotion.
- 5.2 Judging will take place on 30/10/23.

6. Eligibility

- 6.1 To enter this Promotion, you must be a resident of Great Britain and be aged 18 or over at the time of entry.
- 6.2 The following persons are not eligible to enter:
 - a) Our employees or workers, or the employees or workers of any of Our subsidiaries, affiliates and suppliers;
 - b) employees or workers of any organisation involved in the operation or administration of this Promotion including prize suppliers and advertising agencies; and
 - c) members of the immediate families of employees or workers working for Us or any of its subsidiaries, affiliates and suppliers or immediate families of employees or workers or suppliers or advertising agencies.
- 6.3 The participants shall be required to submit proof of residence and proof of age at the time of entering the Promotion.
- 6.4 Entries will be void if they:
 - 6.4.1 Do not comply with these Standard Promotional Terms;

6.4.2 are incomplete or illegible;

6.4.3 are submitted in bulk (more than one entry per four-hour period)[. OR

6.4.4 are considered by Us to be part of an attempt to manipulate or unfairly influence the outcome of this promotion.

6.5 We may ask for proof of age, residence or eligibility. Delay or failure to provide the evidence to our reasonable satisfaction may result in an entry being void or a prize being forfeited.

6.6 Our decision as to whether an entrant (or their entry) is eligible for this Promotion is final and we are not obliged to provide any reasons for disqualification.

7. Prize

7.1 The prize is supplied by Tetley and comprises of:

- 2 x Kezia May Ceramics mugs
- 7.2 The winner is responsible for any costs or expenses involved in claiming or using the prize other than those that are expressly stated above as being included as part of the prize.
- 7.4 The prize may be subject to additional terms and conditions imposed by the Us or other organisation connected to this Promotion.
- 7.5 If necessary due to circumstances beyond our control, We may (at our option) substitute the prize for:
 - 7.5.1 a reasonable equivalent of equal value;
 - 7.6 The prize is for the named winner only and cannot be given or transferred to any other person.

8. Selection of the winner

- 8.1 There will be one winner to be selected.
- 8.2 In all cases, winners will be selected at random using technology tool which we have in place.

9. Contacting the winner

- 9.1 We will notify the winner as soon as possible on or after the closing date (or the date of judging, if different) using the contact details provided in the entry. We are not be held liable for the veracity of the information provided by individual participants.
- 9.2 Reasonable efforts will be made to make contact over a period of *two weeks*. If it has not been possible to contact the winner in that time, the prize will be forfeited and awarded to the next eligible entrant.

10. Receiving the prize

- 10.1 Where the prize is capable of physical delivery (which will depend on the nature of the prize and the address of the winner), the winner will receive it on or before 10 (ten) working days from the winner being notified, at the address provided in the entry.
- 10.2 In all other cases, we will provide the winner with instructions on how to book or obtain their prize at their own cost.
- 10.3 We are not liable for any damage or loss to a prize caused by any third party. If a prize is damaged or fails to be delivered, We have no obligation to provide a replacement prize.

11. Publicity and use of personal information

11.1 All promotions will be managed by our agency, namely, Neverland Creative Limited Agency ("Agency") who will collate the entries, collect the name and address details of the winner and pass on such data and information to Us for fulfilment.

11.2 We will use your personal information only for the purposes of the Promotion and in accordance with these terms and conditions and our privacy policy found at https://www.tetley.co.uk/privacy-notice.

- 11.4 Entrants who do not want their surname and county included on the list of winners referred to above must notify Us within a reasonable period of time before the closing date of this Promotion. Our contact details are provided under Clause 15 hereunder.
- 11.5 The winner of this promotion may be asked to participate in publicity at the sole of the discretion of the Promoter and hereby agrees to participate in such publicity activities.

12. Ownership and use of entries

- 12.1 You will retain ownership of all intellectual property rights (including copyright) which is submitted by you at the time of entering the promotion event, and you hereby agree to grant us a licence to use it for the purposes of the Promotion and for any other purpose connected to this Promotion.
- 12.2 By participating in any Promotion in which you win a prize or which takes the form of a contest in which you successfully progress to a second or subsequent round, you agree to co-operate in all advertising, marketing and publicity material and activities we may, produce or arrange. You also agree if requested to sign, if requested, an irrevocable release form allowing us, without any compensation being payable, to use your name, photograph, likeness, details of the country and/or city where you live, any comments made by or attributed to you, and to incorporate any such information and any audio/visual recording or broadcast for such promotional purposes, in any media, throughout the world.
- 12.3 Where You participate in any event which We host or arrange in connection with a Promotion, you agree not to make use of any third party branding or advertising for any organisation which We consider to be Our competitor, including without limitation any branding or advertising for any other gaming company, and you agree not to conduct yourself in a manner that might, in Our reasonable opinion, bring us, any of Our affiliates or any of Our or their respective brands into disrepute. In the event of any breach of this requirement, We reserve the right not to award a Prize or to seek the return of any Prize awarded.
- 12.4 With respect to any submission or entry you make in the course of participating in any Promotion, you warrant that the relevant material will be all your own original work and will not infringe on the intellectual property rights or other rights of any person.
- 12.5 The licence will last for the duration of the relevant intellectual property right and includes the right for Us to:
 - 12.5.1 edit or modify your entry (including resizing, adjusting the colour and adding elements such as text);
 - 12.5.2 adapt it or incorporate it into other materials;
 - 12.5.3 sub-licence it to third parties or companies in our group to use for the purposes described in clause 12.5; and
 - 12.5.4 republish it (or any version modified in the way described above) on any media anywhere in the world.
- 12.6 You agree to assign all rights (including intellectual property rights) in such material (and if moral rights exist, agree to waive such rights) and agree to execute all documents and to do any other things reasonably necessary to assure Our title to such material and to allow Us fully to use and exploit such material
- 12.7 You confirm that your entry:

- 12.7.1 is your own original work and does not breach any third party's intellectual property rights (for example, by including a company's trade mark without permission);
- 12.7.2 is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal;
- 12.7.3 can be submitted to Us and used without breaching any contractual obligation to any person; and
- 12.7.4 does not contain anything which may be confidential or commercially sensitive.
- 12.8 If your entry contains photographs or video images of people, You must ensure that You inform them that you intend to use the material for the purposes of this promotion and obtain their consent. Such liability to inform and obtain consent lies solely on you.
- 12.9 We may ask you for evidence of any such consent and reserve the right to disqualify your entry if you are unable to provide it or if we have doubts about its adequacy.
- 12.10 You are not entitled to any fees for granting the licence and you are not entitled to terminate it unless we agree in writing.

13. Our liability

While nothing in these Standard Promotional Terms will limit our liability for death or personal injury caused directly by our negligence or for fraud, we will not be legally responsible to entrants or winners for any losses that were not foreseeable to us or to you at the time of entry to this promotion or which are caused by a third party.

We accept no liability in relation to your participation (or inability to participate) in any Promotion, including without limitation any use made by You of (or inability to use) any prize, to the maximum extent permitted by law.

If any Promotion cannot be executed as planned, including due to any technical problems or circumstances beyond Our control, We shall incur no liability and no bonus, payment or prize of any kind will be awarded.

14. Alteration and termination of Promotions; modification of the rules

14.1 We reserve the right to alter, discontinue or terminate any Promotion, or any aspect of it, at any time, with or without notice, for any reason whatsoever, including without limitation if there has been any printing, production, distribution or other error in any promotion communication or on the online platform, or where there has been any error in the preparation for or conduct of any Promotion affecting the result of the Promotion or the number of participants or the value of claims.

14.2 The rules may be modified by Us at any time by posting the modified terms on the relevant page(s) of the platform. We recommend you revisit these Standard Promotional Terms regularly. By your continued participation in the Promotion, you accept any such modified terms.

15. Complaints and disputes

15.1 If you want to contact Us about this promotion or have a complaint, you can reach us at:

15.1.1 https://www.tetley.co.uk/contact

15.2 The laws of [England and Wales] apply to these terms and conditions.

15.3 Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Accessibility

If you have any difficulty accessing or entering this Promotion, please contact Us at [*insert contact email address*] and/or use the website accessibility tools available at [*insert link to accessibility tools*]. If you would like these Standard Terms and Conditions in another format (for example: audio, large print, braille) please contact us and we will endeavour to provide it.

17. About Us

The promoter of this Promotion is Tetley UK. This Promotion is administered by Tetley UK.