

DATED

April 2024

GIVEAWAY TERMS AND CONDITIONS



Stephens Scown LLP, Curzon House, Southernhay West, Exeter EX1 1RS
T: 01392 210700 F: 01392 274010 DX: 8305 Exeter W: Stephens-scown.co.uk

Ref: **AXR/FDDL-1-10**

1. For the purposes of these terms, the **Promoter** is Food & Drink Devon Limited trading as FOOD DRINK DEVON with registered office address Moorgate House, King Street, Newton Abbot, Devon, TQ12 2LG whose Instagram and Facebook handle is @foodrinkdevon and whose LinkedIn handle is "*Food Drink Devon*", together with any other social media account operated by the Promoter ("**Promoter's Account**") and whose website is <https://fooddrinkdevon.co.uk/> ("**Website**"). The Promoter's email address is: kath@fooddrinkdevon.co.uk (**Promoter's Email Address**).

The "Prize" and additional entry requirements are as described on the Website and the Active Giveaway Post on the Promoter's Account which sets out: **Voyager Mocha Coffee & Chocolate Bundle** open to entries on 18 March 2024 and closing to entries at 11:59PM on Tuesday 30 April 2024 ("**Active Giveaway Post**"). Please note that All entries received after 11:59PM on 30 April 2024 ("**Closing Date**") are automatically disqualified. Subject to availability excludes school holidays and bank holidays and any special events. Where there is a discrepancy between the Active Giveaway Post and the Website, the Website takes precedence.

2. The giveaway is open to all UK residents aged 18 years or over with a UK main-land residential address and an active Instagram account, with the exception of employees of the Promoter, their families, agents, representatives, advisors or any third party directly associated with operation or administration of the giveaway.
3. The giveaway is free to enter, and no purchase is necessary. All entries must be submitted by populating the form and/or survey (as directed by the Promoter) and complying with the terms specified in the Active Giveaway Post to constitute a valid entry. Please note that entries are limited to only one entry per person (or where a person is entering on behalf of a company or business, one per business/company). All entries must be submitted by the Closing Date.
4. These terms are in addition to those set in the Active Giveaway Post caption. By entering the giveaway, you agree and accept to be bound by these terms and conditions upon entry; these terms are accessible via the link in the Promoter's Account bio up until the Closing Date. If there is any conflict between these terms and the Active Giveaway Post caption then these terms will prevail.
5. The entry requirements in the Active Giveaway Post caption and these terms should be clear and easy to understand. However, if you are having trouble understanding the terms please direct message the Promoter and the Promoter shall endeavour to clarify any questions that you have.
6. You must comply with the relevant social media platform's terms and conditions in order for your entry to be counted but please note that Instagram, Facebook, META, LinkedIn

and/or any other third party social media platform are not in any way affiliated, connected or involved in the giveaway, nor have they endorsed this giveaway.

7. The giveaway is free to enter, and no purchase is necessary. Winners will never be asked by the Promoter to pay to enter the competition and the Promoter will never ask you to provide bank details.
8. The Promoter will only ever contact you via the Promoters Account or via the Promoter Email Address to the email address you have submitted in your entry form. Please be aware of scammers and/or phishing accounts and note that the Promoter will not be held liable for instances for any loss where third parties have imitated, impersonated or represented themselves as the Promoter and/or otherwise connected to the giveaway and the Promoter.
9. The winner will be chosen at random and the random selection process will be supervised and moderated by an independent third party within 14 days after the Closing Date of the giveaway. The winner will ONLY be notified by the Promoter's Account (and/or by email in accordance with paragraph 9 above) within 14 days of the Closing Date and may be required to provide a UK-main land residential postal address to claim the Prize.
10. The winner will receive the Prize within 30 days of the Closing Date unless the winner does not respond to the Promoter's contact efforts and/or fails to provide a suitable address as specified above. If the winner does not respond to the Promoter and/or provide the necessary details for posting the Prize within 3 days of being notified by the Promoter,

then the winner's Prize will be forfeited, and the Promoter will be entitled to select another winner in accordance with the random draw process described above.

11. Unless otherwise agreed, the Prize will be sent to the winner by post within 30 days of responding to the notification of their win. The Promoter shall not be held liable where a courier, third party and/or postal service has failed to deliver the Prize to the winner.
12. The Prize for the winner is non-exchangeable, non-transferable, non-returnable and no cash alternative is offered.
13. In the unlikely event that the original Prize is unavailable, a reasonable equivalent will be provided to the winner.
14. The decision of the Promoter regarding any aspect of the giveaway is final and binding and no correspondence will be entered into about it.
15. Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry. The Promoter reserves the right to refuse entry, or refuse to award the prize to anyone in breach of these terms and conditions.
16. The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
17. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
18. The Website and/or Promoter Account may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. The Promoter makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into, and any transaction completed via any third-party website is between you and the relevant third party, and not the Promoter.

The Promoter recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

19. The Promoter does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Promoter Account and/or the Website.
20. Personal data supplied during the course of this promotion will only be processed as set out in the Promoter's privacy policy.
21. This giveaway will be governed by English law and entrants to the giveaway submit to the jurisdiction of the English courts.