

Whirlpool Free Prize Draw Terms & Conditions

- 1 The promoter of this prize draw is Whirlpool UK Appliances Limited, company number 00106725, whose registered address is Morley Way, Peterborough, PE2 9JB ('Promoter').
- 2 This prize draw is open to residents of the UK aged 18 or over, excluding employees of Whirlpool and their immediate families, agents and anyone else professionally connected with this prize draw.
- 3 No purchase is necessary to enter this prize draw. Access to the internet and a Facebook account is necessary in order to enter.
- 4 By entering this prize draw, you are deemed to have read and accepted these terms and conditions. The Promoter reserves the right to disqualify any entries which do not comply with these terms and conditions.
- 5 This prize draw opens at 8:00am on 11/09/18 and closes on 11:59 pm on 12/09/18 ('Prize Draw Period').
- 6 The prize is a Whirlpool SupremeCare washing machine and there will be 1 winner.
- 7 To enter, you must 'like' Whirlpool's Facebook post and post a Facebook comment underneath Whirlpool's Facebook post.
- 8 Please note that multiple entries are not permitted – we allow a maximum of one entry per person.
- 9 Entries made on behalf of another person, or joint entries, will not be accepted. Entries from agents, organised group entries, bulk entries or entries automatically generated by computer will also not be accepted.
- 10 Once the Prize Draw Period has closed, the winner will be selected at random from all valid and eligible entries submitted during the Prize Draw Period.
- 11 The winner will be notified by the Promoter directly, by private message via the Facebook account used to enter, as soon as reasonably practicable following the end of the Prize Draw Period.
- 12 In the event that a winner has not provided a delivery address, or does not provide a delivery address within 48 hours of request by the Promoter, or is not able to accept the prize for any reason, the Promoter reserves the right to award the prize to another participant.
- 13 The prize will be delivered to the address provided by the winner within 30 days of the end of the Prize Draw Period provided that the Promoter has received the winner's correct delivery address details and (where deemed necessary by the Promoter) has been able to verify the winner's compliance with condition 2. The

winner is responsible for ensuring that complete and correct details are provided to the Promoter in order to receive their prize; and, for collecting their prize from our carrier's office or depot if they are not at home when the prize is delivered.

- 14 There are no cash or other prize alternatives available in whole or in part. The Promoter reserves the right to substitute a prize of equal or greater value in the event of unavailability of the intended prize.
- 15 In the event that circumstances beyond the reasonable control of the Promoter affect, or could affect, the proper operation of this prize draw, the Promoter reserves the right to cancel or amend the prize draw or these terms and conditions at any time but will make every effort to avoid causing undue disappointment to participants where such action is deemed necessary.
- 16 The Promoter shall not be liable for any failure of any third party to fulfil its contractual obligations although the Promoter shall try to minimise the effect of such failures.
- 17 The prize draw is no way sponsored, endorsed or administered by, or associated with Facebook. You are providing your information to the Promoter, not Facebook. By entering the prize draw, all entrants agree to give Facebook a complete release from any and all legal liability in connection with the prize draw.
- 18 Entries deemed inappropriate, rude or abusive by the Promoter will not be used and all such entries will be disqualified. If you are found to be abusing the prize draw, the Promoter, its products, employees or directors in any way, your entry will be disqualified.
- 19 No responsibility can be taken for entries that are not seen or taken into account by the Promoter for technical reasons. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or inaccessibility or unavailability of the internet. Proof of sending/transmission will not be accepted as proof of receipt. Responsibility is not accepted for e-mails/messages from the Promoter which are not delivered as a result of any network, computer hardware or software failure of any kind or as a result of an invalid e-mail or other address supplied by the winner, or which are not seen by the winner due to the 'spam' or 'junk mail' filter settings (or equivalent) on their e-mail or social media accounts.
- 20 Your entry and any accompanying material submitted to the Promoter (the "Submission") will become the property of the Promoter on receipt. To the extent that copyright arises in your Submission, you will own such copyright in your Submission but agree to grant and license the Promoter (without compensation, restriction on use, attribution or liability) a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, sub-licensable right to re-use, copy, reproduce, modify, adapt, alter, combine with other materials, edit, incorporate, broadcast, telecast, exhibit, publish, re-publish, display, portray and/or otherwise use your Submission (and any parts of your Submission) in any worldwide media. You agree not to assert

any moral rights in relation to such use and also agree that the Promoter will own all rights in any materials, photographs, videos and other works which use your Submission (in whole or part).

- 21 By entering the prize draw, you agree that any personal information provided by you may be held and used only by the Promoter or its agents and suppliers to administer the prize draw and for any other purposes to which you have expressly consented.
- 22 By entering the prize draw you are deemed to have read, understood and accepted the Promoter's privacy policy, a copy of which can be found at <http://www.whirlpool.co.uk/support/privacy-notice.content.html>
- 23 If you have opted in to request further marketing information from the Promoter and/or its selected third parties your details will be held by the Promoter and its selected third parties for this purpose. At any point after the Prize Draw Period you can ask for your details to be removed off the mailing list by emailing uk_ie_customercare@whirlpool.com
- 24 If you post or are seen to be posting comments on the Promoter's social media pages (including, without limitation, Facebook, Instagram, Twitter or elsewhere) during or after the Prize Draw Period that are considered to be bullying, spiteful or inappropriate, your entry will be disqualified. We reserve the right to alert the relevant social media provider to any such behaviour and you may have your account frozen pending investigation.
- 25 The Promoter reserves all rights relating to its social media pages and accounts, including but not limited to: (i) adding, removing, or modifying any content posted on the accounts, (ii) blocking users; and (iii) discontinuing the accounts at any time.
- 26 All entries will be subject to the respective Facebook terms of use which can be found at: **www.facebook.com/legal/terms/update**
- 27 Insofar as is permitted by law, the Promoter, its agents or suppliers will not in any circumstances be responsible or liable to compensate participants or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in this prize draw or taking up the prize except where it is caused by the negligence of the Promoter, its agents or suppliers or that of their employees.
- 28 Nothing in these terms and conditions shall operate to limit or exclude its liability for death or personal injury caused by its negligence or for fraud (including, but not limited to, fraudulent misrepresentation) or for that which cannot lawfully be excluded.
- 29 Nothing in these terms and conditions shall affect the winner's statutory rights.
- 30 If any provision of these terms and conditions is held by a competent authority to be invalid or unenforceable, the remaining provisions of these terms and conditions will not be

affected and will remain valid.

- 31 Nothing in these terms and conditions shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999, other than the release of liability given in favour of Facebook.
- 32 These terms and conditions shall be governed by and construed in accordance with the laws of England. Any dispute arising under these terms and conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be subject to the exclusive jurisdiction of the courts of England.