

COMPETITIONS TERMS & CONDITIONS

LAMBING PHOTO COMPETITION TERMS AND CONDITIONS

1. By entering the promotion, entrants confirm that they have read and agree to be bound by these terms and conditions and all rules and guidelines applicable to the use of Facebook and Instagram, including the rules located at <https://www.facebook.com/legal/terms> and <https://help.instagram.com/581066165581870>
2. **Promoter:** The Promoter is Harpers Farm Supplies, Holsworthy Industrial Estate, Holsworthy, Devon, EX22 6FU (the “**Promoter**”).
3. **How to enter:**
 - a. To enter this promotion, entrants must send their lambing photograph(s) to Harpers Farm Supplies on social media.
 - b. Entrants must be UK residents, aged 16 years or over. This promotion is not open to any employees of the Promoter or any of their affiliate companies, their families, agents, or anyone else connected with this promotion.
 - c. Entries submitted on behalf of another person need to be stated and must have permission from the subject. Joint submissions are not allowed. Incomplete, illegible, misdirected, or late entries will not be accepted.
 - d. If applicable, copyright in all entries shall belong to the Promoter. Entries shall not be returned to entrants.
 - e. No purchase is necessary; however, internet access is required.
 - f. Entrants agree to Harpers Farm Supplies using their competition photo on their social platforms.

N.B. Images must be a minimum of 1200 x 760 pxl image and taken in the UK only.

4. **Promotion Period:** The promotion is open to entries from 9.00am GMT on Wednesday 2nd February 2022 to 3.00pm GMT on Wednesday 30th April 2022.
5. **Prize:**
 - a. The promoter is offering entrants the chance to win a printed canvas of their winning photo.
 - b. The prize is non-refundable, non-transferable, and non-exchangeable and there is no cash alternative offered. The Promoter reserves the right to offer an alternative prize of equal or greater value.
6. **How is the winner selected and notified:**
 - a. The winner will be selected from all valid entries received during the Promotion Period by an independent person, or under the supervision of an independent person.
 - b. The winner will be contacted within 2 days of the draw via email or telephone using the contact details provided with their entry and will be asked to provide their full name and address. If the winner declines a prize or fails to respond within the required period, they forfeit any right to the prize. If the winner fails to respond within 4 days of this initial contact, a redraw will take place from the remaining valid entries to select a new winner. The winner may be required to submit valid identification before receiving their prize.

- c. The prize will be sent via **registered post** to the address supplied within 2 weeks of notification and the winner will be required to sign to acknowledge receipt. Or the prize will be collected by the winner.
7. The Promoter reserves the right to discount any inappropriate or offensive entries and to disqualify any entries if the Promoter, at its sole discretion, believes that there has been an attempt to manipulate or tamper with the operation of the promotion.
8. In the event of unforeseen circumstances or circumstances outside its reasonable control, the Promoter reserves the right to modify or discontinue, temporarily or permanently, this promotion without prior notice.
9. Entrants agree to be bound by the decisions of the Promoter, which are final in all matters relating to the promotion. No correspondence will be entered into in respect of the Promoter's decisions.
10. The Promoter does not accept responsibility for network, computer or software failures of any kind and has no responsibility for lost, delayed, or misdirected entries. The Promoter does not accept any responsibility for any infringement of any third-party intellectual property rights caused by entrants entering this promotion.
11. Nothing in these terms excludes the Promoter's liability for death or personal injury caused by its negligence or for fraud, or any other liability that the Promoter may not exclude by law. Subject to that, the Promoter and its associated companies will not be liable for any loss (including, without limitation, indirect, special, or consequential loss or loss of profits) expense or damage which is suffered or sustained in connection with this promotion or accepting or using any prize, including any loss incurred because of any delay and/or failure to perform any obligation to the winner or other entrants that is caused by:
 - a. technical problems of any kind which may limit or prevent any person's participation in the promotion.
 - b. any loss or damage arising from or in connection with the allocation or enjoyment of a prize.
 - c. any act or omission of any third party, particularly any third party involved in the provision of services relevant to the prize; or
 - d. any other events beyond the Promoter's control that may cause the promotion to be disrupted or corrupted or may lead to loss of, or damage to, the winner or to the prize.
12. If any of these terms and conditions are found by a court or regulator to be invalid or unenforceable the remaining other provisions shall continue to apply.
13. This promotion is in no way sponsored, endorsed, or administered by or associated with Facebook, Instagram or any other social media channel. By entering, entrants acknowledge that Facebook and Instagram do not bear any responsibility for this promotion and, to the maximum extent permitted by law, entrants release Facebook and Instagram from any liability whatsoever in connection with this promotion. All information entrants provide when they enter the promotion is provided to the Promoter and not to Facebook, Instagram or any other social media channel.
14. The Promoter shall use entrants' personal data for the purposes of carrying out the promotion, and in the case of winner's data, as set out in the Promoter's privacy notice available at <https://harpersfeeds.co.uk/data-protection> and further explained in the following paragraphs.

15. Subject to the winner's rights under applicable data protection legislation, the Promoter shall be entitled to use and feature the name of the Competition winner for publicity purposes and winners agree that they will participate in any reasonable publicity arranged by the Promoter or its agencies.
16. The Promoter will make the winner's surname and county of residence available on request to anyone who sends a stamped self-addressed envelope to the Promoter within 10 weeks of the end of the Promotion Period, as required by the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the "**Code**"). The Promoter may also be asked to provide the same details to the Advertising Standards Authority ("**ASA**") who publish and enforce the Code. This use of the winner's data is necessary for the Promoter's legitimate interests in complying with the Code. **Winners who do not wish the Promoter to disclose these details to members of the public who request them, should let the Promoter know as soon as possible by emailing: marketing@harpersfeeds.co.uk.** Winners may also object to the disclosure to the ASA by emailing the same address, giving reasons. The Promoter will take these reasons into account if the ASA asks for the winners' details. Please note, however, that the Promoter may nevertheless still be required to disclose this information to the ASA. This may happen where, for example, the Promoter is required to demonstrate that a valid award took place.
17. These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties agree that any dispute or action arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of England.