Terms and Conditions of the Midwich Live (30<sup>th</sup> November 2021) Competition

### **TERMS & CONDITIONS**

### 1. THE PROMOTER

The promoter is: Midwich Limited of (registered company number 01436289) with registered offices at Vinces Road, Diss, Norfolk IP22 4YT.

## 2. THE COMPETITION and HOW TO ENTER

- 2.1 The title of the competition is Midwich Live Competition (the "Competition"). It will consist of 1 prize, running from Friday 30<sup>th</sup> November to 5pm on Friday 21<sup>st</sup> January 2022. Access to the competition will only be available through https://www.midwich.com/mlcomp7
- 2.2 Competition entries will be counted when contact details and a correct answer is submitted to <a href="https://www.midwich.com/mlcomp7">https://www.midwich.com/mlcomp7</a>
- 2.3 Each qualifying participant will be entered only once into the prize draw. Only participants with a correct answer will be entered into the prize draw.
- 2.4 The Competition will commence on 30/11/2021 and last until 21/01/22 at 17:00. The Competition ends on 22/01/20221 ("Closing Date"). All Competition entries received after Closing date are automatically disqualified.
- 2.5 The winner must agree to have their name, company mentioned on the Promoter's social media platforms.
- 2.6 By entering this promotion you give permission for Midwich to post your first name and last name on our website and social media outlets should you win the prize draw.
- 2.7 By entering the competition you are opting in to receive email correspondence from Midwich informing you of products and services that may be of interest to you. You may unsubscribe to this email correspondence at any time using the unsubscribe link provided in the emails.
- 2.9 The Promoter reserves the right to amend, extend or withdraw the Promotion if it deems it necessary to do so due to circumstances outside of its reasonable control.

## 3. ELIGIBILITY

- 3.1 The Competition is open to customers of Midwich Group Plc based, aged 18 and over, except:
- (a) employees of Midwich Group Plc or its holding or subsidiary companies;
- (b) employees of agents or suppliers of Midwich Group Plc or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

- 3.2 In entering the Competition, you confirm that you are eligible to do so and eligible to claim. The Promoter may require you to provide proof that you are eligible to enter the Competition.
- 3.3 Midwich accepts no responsibility for any entries not received, or for undelivered or delayed messages which were unable to be sent or received due to technical failure or any other reason beyond its control. No responsibility will be accepted by Midwich for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet, accessibility or availability or for traffic congestion or unauthorised human act.
- 3.4 The Promoter reserves the right to investigate and undertake any action as is reasonable, if it considers that an entry is fraudulent or invalid or the Promoter has reasonable grounds to believe that the entrant has breached any of these terms and conditions.
- 3.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

#### 4. THE PRIZE

4.1 The prize will be announced on the 28<sup>th</sup> January 2022, during a Midwich live Broadcast.

## 5. WINNER ANNOUNCEMENT

- 5.1 The Competition winners will be drawn at the Promoter's discretion from all of the valid entries received.
- 5.2 Winner(s) will be selected by the Promoter and announced on the 28<sup>th</sup> January 2022, during a Midwich live Broadcast. The winner will also be contacted by email by Friday 4<sup>th</sup> February 2022.
- 5.3 The winner will need to provide the Promoter with details of where the prize is to be sent. If the winner does not provide these details, the Promoter will withdraw the prize entitlement and award the Prize to a reserve winner selected at the same time as the original winner(s).

# 6. LIMITATION OF LIABILITY

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.

# **GENERAL**

7. These terms and conditions prevail in the event of conflict or inconsistency with any other communications, including advertising or promotional materials.

- 8. The Promoter will only process your personal information as set out in the at: https://store.midwich.com/about/tac/privacy\_policy.
- 9. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 10. Data Controller is: Midwich Limited, Vince's Road, Diss, Norfolk, IP22 4YT, United Kingdom.
- 11. Midwich is a mark of the Promoter in the UK and worldwide. Any other trademarks which may feature are the trademarks of their respective owners.