

Molton Brown

General Competition Terms and Conditions

Last updated 21 September 2022

Overview

1. These are the terms and conditions which apply to any competition, prize draw or promotion which Molton Brown Limited or our promotional partners may run, whether on our or their websites, social media platforms, in-store or otherwise ("Competition").
2. By entering a Competition, you agree to be bound by these terms and conditions, in addition to any other specific rules governing the relevant Competition ("Specific Competition Terms"). Specific Competition Terms might include entry instructions and any other specific details, rules, conditions or exclusions relating to a particular Competition and which may be published on our or our promotional partners' website, social media platforms or may be found in any other media which features a Competition. The Specific Competition Terms will usually (but may not always) refer to these terms and conditions. To the extent of any inconsistency between these general terms and conditions and the Specific Competition Terms, the Specific Competition Terms will take precedence.
3. In these terms and conditions, "**we**", "**us**", "**our**" and "**Promoter**" all mean Molton Brown Limited of registered address 6 Agar Street, London, England, WC2N 4HN.
4. Our "**promotional partners**" are third parties who operate promotions with us or on our behalf – they will be named in the Specific Competition Terms.

Start and end date/time

5. Each Competition will start at the date and time specified in the Specific Competition Terms and the closing date and time will also be made clear in those terms or the relevant promotional materials. Unless stated otherwise in the Specific Competition Terms, all times will be based on UK Standard Mean Time (GMT) or UK Daylight (Summer) Saving Time (BST), as the case may be.

Entering a Competition

6. Each Competition will be open to individuals who are residents of the UK and are aged 18 years and over unless the Specific Competition Terms or other promotional materials or announcements relating to the relevant Competition specify a different geographic region or a different minimum age.
7. The Promoter's staff, agents and their immediate families (and those of any of our promotional partners, associated companies or prize providers) are unable to participate in Competitions.
8. To enter any given Competition, follow the entry process of the relevant Competition, which will usually be set out in the Specific Competition Terms.
9. You are limited to one entry per Competition unless otherwise stated in the Specific Competition Terms (which may provide for multiple entries).
10. The Specific Competition Terms will specify if the winner(s) of the relevant Competition are to be selected at random or by an independent judge/panel of judge(s).
11. The winner(s) of a Competition will be notified within 14 days of the closing date of the relevant Competition. The winner(s) will be contacted via the communication channel specified in the Specific Competition Terms and will be required to respond within a set deadline (or within 28 days if no time frame

is set in the Specific Competition Terms) based on the instructions provided or otherwise, the Promoter reserves the right to disqualify the winner(s) and select an alternate winner(s).

12. Competition entries must be made directly by the person entering the Competition. Bulk, third-party or entries made online using methods such as a macro, a script or the use of automated devices or processes are not allowed, and all such entries shall be disqualified.
13. The Promoter will not accept responsibility for any competition entries which are lost, delayed, mislaid or damaged in transit, regardless of the cause, including, for example, as a result of any equipment failure, technical malfunction, systems, network, server, computer hardware or software failure of any kind.
14. Any entries submitted to a Competition which are not in accordance with these terms and conditions and any applicable Specific Competition Terms will be void and will entitle the Promoter to exclude such entry from the competition. Additionally, any entry containing false, incomplete or misleading information will be void and will entitle the Promoter to exclude the entry from the competition.
15. It is the responsibility of the entrant to the Competition to provide correct, up-to-date details when entering a Competition. The Promoter cannot be held responsible for a winner(s) failing to supply accurate, up-to-date information which adversely affects prize acceptance or delivery of their prize.
16. The Promoter reserves the right to verify winner(s) and ask for proof of identity, age and address and to withdraw prize entitlement where such information cannot be provided or is unable to be verified.

Prize

17. The prize(s) will be described in the relevant Specific Competition Terms. Imagery used in connection with a Competition may be for illustrative purposes only and colours and other minor details may vary. Your reliance on any such imagery is excluded.
18. The prize(s) cannot be redeemed, refunded, re-sold or exchanged for cash or any other product. Products included in the prize may contain allergens. The Promoter shall not be responsible for any adverse effects resulting from any products contained within the Prize which are sourced from a third party. If due to unforeseen circumstances a prize is not available, the Promoter reserves the right to substitute another prize for it, in its sole discretion, for equal or greater value.
19. Third party terms and conditions may apply to a prize(s) or part(s) of a prize. The Promoter shall have no liability to you (or any applicable guest(s)) with respect to any such third party terms and conditions; it is your responsibility to comply with any such terms.
20. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received Competition entries, winner notifications or prizes. Unless otherwise specified in the Specific Competition Terms, the Promoter shall be responsible for prize fulfilment. The Promoter shall not be responsible for the prize once it has been dispatched to the winner(s).

Use of your entry and data protection

21. By entering a Competition, you understand that for the purposes of administering the competition and prize fulfilment, it may be necessary for the Promoter and its promotional partners (as well as the prize providers) to hold and process your personal data. Personal data may be transferred and processed outside of the EEA. For more information on how we collect and process personal information, please see our [Privacy and Cookies Policy](#).
22. If you have opted-in to receive further information from the Promoter and/or its promotional partners (agents, or affiliated companies), you agree that the relevant party may use and store these details to

provide further information about their products and services, in accordance with the applicable privacy policy of the relevant entity.

23. If you are the winner(s) of a Competition, you agree that the Promoter may use your name, image, and country of residence to announce the winner(s) of the relevant Competition and for any other reasonable and related promotional purposes for no further consideration. Other materials submitted by you in connection with a Competition (including as part of the entry process or as part of a prize such as a video or image) or if you tag or mention the Promoter directly or indirectly in any photo, video or other content in connection with a Competition, you agree that the Promoter can use such materials for its own marketing and promotional materials without reservation or limitation and without further consideration.

Liability

24. The Promoter and its promotional partners 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 (whether or not arising from any person's negligence) in connection with this competition or accepting or using the prize, except for any liability which cannot be excluded by law (including liability for fraud or death or personal injury arising from negligence) in which case that liability is limited to the minimum allowable by law. Your statutory rights are not affected.
25. If you have opted-in to receive further information or marketing from a promotional partner or prize provider or any other third party involved in the administration of this competition, you understand and accept that the relevant third party will be solely responsible for any processing of your personal data for these purposes, that such processing will be governed by the terms of that third party's privacy policy and that the Promoter accepts no responsibility or liability in association with any such data processing for these purposes.
26. In no event will our and/or the promotion partners' total aggregate liability to you exceed the cost of the prize.
27. Unless otherwise expressly stated in the Specific Competition Terms, the Competitions are in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Instagram, Facebook, Tiktok, Twitter or YouTube). You hereby release all such social media platforms from any liability.

General

28. You agree to keep confidential any information which you know or reasonably ought to know is confidential and which relates to us, our business, a Competition or the prize(s).
29. The decision of the Promoter regarding any aspect of a Competition is final and binding and no correspondence will be entered into.
30. The Promoter reserves the right to suspend, cancel or amend a Competition where it becomes necessary to do so, with no liability to entrants or third parties.
31. These terms and conditions, together with any applicable Specific Competition Terms, represent the entire agreement between you and us in relation to a Competition and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the terms and conditions or any Specific Competition Terms does not affect the remainder of these terms and conditions or any Specific Competition Terms, which will remain in full force and effect. These terms and conditions and the Specific Competition Terms do not create any right or benefit enforceable by any third party.

32. Competitions are governed by English law and are subject to the exclusive jurisdiction of the English Courts.