

# **Terms & Conditions**

### Full Terms and Conditions:

- 1. This Promotion is open to residents of the United Kingdom aged 16 or over, excluding employees of the Promoter, their families (defined as parents, children, siblings, spouse and life partners), agents or anyone else professionally connected with this Promotion.
- 2. **Promotion Period:** Enter monthly between 00.01 GMT on the 1st February 2021 and 23.59 GMT on the 31st January 2022.
- 3. Purchase is necessary in Great Britain. No purchase necessary for residents of Northern Ireland (see clause 6 for further information). Internet access is required.
- 4. **To Enter:** Make a purchase in a HomeSense, then visit <u>www.homesensecare.com</u> to complete the customer satisfaction survey and enter the required details (store number, transaction number, register number, name, telephone number, email address) to be entered into the monthly prize draw.
- 5. Maximum one entry per person per month during the Promotion Period.
- 6. No purchase necessary route for residents of Northern Ireland: Send an email to <u>customerservice@tjxeurope.com</u> with "Homesense Survey Monthly PD NPN" in the subject line and include their name, telephone number, email address and address to be entered into the relevant monthly prize draw on their behalf.
- 7. The Prizes: Following each month during the Promotion Period, one winner will win a  $\pounds$ 250 HomeSense gift card. There will be 15 winners in total.
- 8. The HomeSense gift cards may be used in any HomeSense store or online at <u>www.homesense.com</u>. HomeSense gift cards are subject to their own Terms & Conditions available at: <u>https://www.homesense.com/terms-and-conditions#gift</u>.
- 9. The Prizes are non-transferable, non-refundable and there is no cash alternative.
- 10. The Promoter reserves the right to offer an alternative prize, of equal value, should the advertised prize become unavailable for reasons beyond their control.
- 11. **Winner Selection**: All valid entries received by the Promoter each relevant month during the Promotion Period will be entered into a monthly prize draw to be conducted by PromoVeritas, the independent promotional verification service, within 5 working days of the end of the relevant month.
- 12. **Winner Notification:** Winners will be contacted via the email address used on entry within 5 working days of Winner Selection and will be required to respond to confirm acceptance of the Prize, within 14 days of initial contact. In the event that a winner does not respond to the initial

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contact within 14 days, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. Reserve winners may have less time to respond.

- 13. The winner will receive their Prize within 28 days after winner's confirmation and acceptance of the Prize.
- 14. Subject to the consent of the winners, the surname and county of the winners will be available from 4 weeks after the close of each relevant month during the Promotion Period by writing to <u>customerservice@tjxeurope.com</u>. The winners may object to their surname and county of residence being published or request for the amount of information being published to be reduced. The winners further agree to participate in any reasonable publicity required by the Promoter.
- 15. Entries made using anonymised data (including but not limited to the use of disposable/singleuse email addresses, or data masking applications) will be invalidated and will not be entered into this Promotion.
- 16. Bulk entries from trade, consumer groups or third parties will not be accepted. Entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that entrant's entries will be disqualified and any prize award will be void.
- 17. **Privacy**: Personal data will be held in accordance with all relevant data protection legislation currently in force. The Promoter will only use the personal details supplied for the administration of the Promotion and for no other purpose unless the Promoter has the entrant's consent. To see the Promoter's Privacy Policy visit: <u>https://www.homesense.com/cookies-and-privacy-policy</u>. The Promoter will only share your personal data with relevant third parties that are directly involved with the fulfilment or administration of the Promotion.
- 18. All entries must be made directly by the person entering the Promotion. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
- 19. To the extent permitted by law, the Promoter shall not be liable to the winners for any loss or damage whatsoever caused (whether in contract, tort (including (without limitation) negligence), statutory duty or otherwise) arising out of or in connection with the Promotion and the prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.

Registered in England at the above address No. 04437132



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- 20. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of the Promoter or its agencies. Proof of submission of entry is not proof of receipt of entry. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications.
- 21. Entrants confirm that they have read and agree to be bound by these Terms & Conditions and by the decisions of the Promoter, which are final in all matters relating to the Promotion. Breach of these Terms and Conditions by the winners may result in the forfeiture of the Prize.
- 22. If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Promotion.
- 23. If an act, omission, event or circumstance occurs which us beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligations.
- 24. This Promotion is governed by the English Law and participants submit to the exclusive jurisdiction of the courts of England and Wales.
- 25. Promoter: TJX UK, 50 Clarendon Road, Watford, WD17 1TX.

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- 2. Unauthorised copying of this document is whole or in part will constitute an infringement of copyright.
- 3. Changes made to the Terms and Conditions will not be legally valid unless agreed in writing by PromoVeritas. It is the responsibility of the Client to inform PromoVeritas of any such changes, as this may affect the legality, operation and delivery of the promotion.

<sup>1.</sup> This document has been created for a specific promotion. If used for a different promotion it could result in terms that are not fit for purpose.