



Terms & Conditions

Full Terms and Conditions:

1. This Promotion is open to residents of the Netherlands & Republic of Ireland aged 16 years 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. Purchase is necessary. Internet access is required.
3. **Promotion Period:** Enter monthly between 00.01 GMT on the 31st July 2021 and 23.59 GMT on the 31st January 2022.
4. **To Enter:** Make a purchase in a TK Maxx store, then visit www.tkmaxxcare.ie for residents of Republic of Ireland, or www.tkmaxx-feedback.nl for residents of the Netherlands 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. **The Prizes:** Following each month during the Promotion Period, one winner will win a €250 TK Maxx gift card. There will be 6 winners in total.
7. The TK Maxx gift cards may be used in any TK Maxx store. TK Maxx gift cards are subject to their own Terms & Conditions available at: <https://www.tkmaxx.ie/terms-and-conditions#Gift%20Cards> and <https://www.tkmaxx.nl/algemene-voorwaarden>
8. The Prizes are non-transferable, non-refundable and there is no cash alternative.
9. The Promoter reserves the right to offer an alternative prize, of equal value, should the advertised prize become unavailable for reasons beyond their control.
10. **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.
11. **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 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.
12. The winner will receive their Prize within 28 days after winner's confirmation and acceptance of the Prize.

PromoVeritas Ltd

Shaping and implementing promotions globally

Monument House, 215 Marsh Road, London HA5 5NE UK

T: +44 (0)20 3325 6000 | **E:** info@promoveritas.com | **W:** promoveritas.com

Registered in England at the above address No. 04437132

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13. The Promoter may request that the winners participate in publicity arising from the Promotion. The winners are under no obligation to participate and may decline this request. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
14. Entries made using anonymised data (including but not limited to the use of disposable/single-use email addresses, or data masking applications) will be invalidated and will not be entered into this Promotion.
15. **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: <https://www.tkmaxx.ie/cookies-and-privacy-policy> or <https://www.tkmaxx.nl/privacybeleid>. The Promoter will only share your personal data with relevant third parties that are directly involved with the fulfilment or administration of the 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. 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.
18. 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.
19. 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.
20. 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.

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21. 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.
22. If an act, omission, event or circumstance occurs which is 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.
23. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
24. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
25. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
26. This Promotion is governed by the laws of the Netherlands and participants submit to the exclusive jurisdiction of the courts of the Netherlands.
27. **Promoter:** TJX Nederland B.V, Strawinskylaan 411, WTC, Toren A, 4de etage, 1077XX Amsterdam, The Netherlands.

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1. 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.
2. Unauthorised copying of this document in 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.

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