

## **DONAL'S MEALS IN MINUTES FREETEXT PROMOTION TERMS AND CONDITIONS**

1. The competition is open to all ROI residents over 18 excluding employees and their immediate families of SPAR Ireland and any other affiliated companies, their agents or other persons professionally connected with the competition.
2. By taking part in this competition all participants will be deemed to have accepted and be bound by these rules.
3. No purchase necessary.
4. The promotion will open at 09.00 on the 7<sup>th</sup> June 2017 and run until 23.59 on the 17<sup>th</sup> July 2017. This promotion will focus on the 'download of weekly recipes from Donal's Meals in Minutes'. There is one grand prize to be won.
5. To enter, freetext SPAR to **50100** to receive a link to the weekly recipes from 'Donal's Meals in Minutes'. The service provider is Púca. There is no charge to the consumer for the text message.
6. To enter the competition, you must text SPAR to **50100** to receive a link to the weekly recipes from 'Donal's Meals in Minutes'. You will receive a return text message with the link to the recipes on SPAR.ie and confirmation of your entry into the prize draw.
7. The winner will be chosen at random on 18<sup>th</sup> July 2017 by an independent party.
8. Only entries submitted before 23.59 on 17<sup>th</sup> July 2017 will be accepted.
9. Entry into this promotion is deemed an acceptance that you will be sent marketing communications via the mobile phone number from which you enter.
10. The Promoter reserves the right to disqualify incomplete, altered or illegible entries. No responsibility will be accepted for entries lost, damaged or delayed. No responsibility will be taken for technical or telecommunication error. Proof of entry is not proof of receipt.
11. The Promoter reserves the right to verify all entries/claims including but not limited to asking for address and identity details (which participants must provide within 14 days) and to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotion's entry requirement or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means. The Promoter will be the final arbiter in any decisions and these will be binding and no correspondence will be entered into in relation to this clause.
12. Only one entry per person per day. No bulk, consumer group or third party entries will be accepted.

13. The winner will be notified by phone by no later than 21<sup>st</sup> July 2017 and must claim their prize by 21<sup>st</sup> August 2017. All reasonable effort will be made to contact the winner, however, if the prize is not claimed by 21<sup>st</sup> August 2017 an alternative winner will be chosen at the Promoter's sole discretion.
14. The prize consists of one 42" HD Smart TV, brand and model to be chosen at the discretion of the promoter. The promoter of the prize, SPAR Ireland, will fulfil delivery of the prize to the prize draw winner.
15. The prize cannot be exchanged for any cash alternatives in whole or in part. The decisions of the Promoter are final and no correspondence will be entered into.
29. The Promoter reserves the right to provide an alternative prize of equal or greater value in the event of unforeseen circumstances.
30. The winner may be required to take part in related publicity.
31. The name and county of the winner will be available between 21<sup>st</sup> August 2017 and 21<sup>st</sup> September upon application with a SAE to SPAR Ireland Marketing Team, BWG House, Greenhills Road, Dublin 24.
32. Any personal data relating to participants will be used solely for the purposes of this promotion by the Promoter and/or by Púca on behalf of the Promoter and will not be disclosed to a third party for any other purpose without the individual's prior consent. By entering this competition, you consent to the use of your personal data by Púca or the Promoter for the purposes of administration of the competition (including publishing your full name and county and/or disclosing it to third parties on request if you are the winner) and any other purposes to which you have consented.
33. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prize winner in connection with or arising out of this promotion howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence or liability for fraudulent misrepresentation. For the avoidance of doubt, this paragraph shall also apply in respect of any prize provided by a third party provider.
34. These rules and any dispute or difference arising out of or in connection with them shall be governed by and construed in accordance with Irish law. The Promoter and each participant irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Ireland over any claim or matter arising under or in connection with these rules or the legal relationships established by this agreement.

35. If any provision of these promotional terms is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid or otherwise unenforceable, other provisions of these promotional terms will not be affected and will remain in full force and effect.

**Promoter:** SPAR Ireland, BWG Foods, BWG House, Greenhills Road, Dublin 24, (01) 409 0300. Please do not send entries to this address.

**Service Provider:** Púca, 8 Castlewood Pl, Dublin 6, (01) 499 5090.